

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2006-80 - Ordinance Creating Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) Sponsored by: Step Requirement

Fiscal Impact

☐

No Impact

☒

Augmentation Required

☐

Budget Funds Available

Amount: \$245,052.00

Funding Source: Capital Projects Fund - Special Assessments

Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:

The District is being formed to provide annual funding for the general maintenance of the Fremont Street Pedestrian Improvements. The property owners will be billed in four (4) quarterly installments each year for the actual cost of maintenance based on contractor bids. The cost of the initial SID is estimated to be \$245,052.00. The maintenance of the pedestrian improvement project is funded 100% by the property owners through this SID.

RECOMMENDATION:

ADOPTION at 1/17/2007 City Council meeting pursuant to the 1/2/2007 Recommending Committee.

First Reading – 12/20/2006; First Publication – 1/5/2007

BACKUP DOCUMENTATION:

Bill No. 2006-80

Minutes:

Recommendation noted.

1/17/2007 Council Agenda

Summary- An ordinance creating the City of Las Vegas, Nevada, Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street), ratifying action taken by City officers toward the creation of such District and providing other matters related thereto.

BILL NO. 2006-80

ORDINANCE NO. _____

AN ORDINANCE CREATING THE CITY OF LAS VEGAS, NEVADA, IMPROVEMENT DISTRICT NO. 1516 - FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET) AND PROVIDING OTHER MATTERS RELATED THERETO.

WHEREAS, the City Council of the City of Las Vegas in the State of Nevada (the "Council," "City" and "State," respectively) has determined and does declare that the public convenience and necessity require, and the Council deems it necessary to create, the City of Las Vegas, Nevada, Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District"), to defray the annual costs of a Commercial Area Vitalization Project (the "Project"), as defined in Nevada Revised Statutes ("NRS") 271.063; and

WHEREAS, by a resolution previously passed and approved (the "Provisional Order Resolution"), the Council declared its determination to create the District for the purpose of acquiring, improving and maintaining the Project, stating therein the character and location of the Project, what portion of the entire expense thereof shall be paid by special assessments, and that the assessments are to be made according to benefits, by apt description designating the District, including the lands to be so assessed and definitely locating the improvements to be made; and

WHEREAS, the Council has previously determined that the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District, which the Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, among other documents, the City's Director of Public Works, together with the City Engineer Division of the City and certain consulting engineers (collectively, the "Engineer") made out a preliminary assessment roll and an assessment plat for the District which contains, among other things, the names and addresses of the last-known owners of the property to be assessed, or if not known, stating that the name is "unknown"; a description of each lot, tract, or parcel of land to be

assessed; the market value of each lot; the amount of the estimated assessment to be levied thereon; and the amount of maximum special benefits (and corresponding market value increases); and the Engineer has reported to the Council the preliminary assessment roll and assessment plat, and has prepared and reported the "Engineer's Report to the City Council on Benefits" (the "Engineer's Report") and has filed the assessment plat, the preliminary assessment roll and the Engineer's Report with the City Clerk of the City (the "City Clerk"); and

WHEREAS, pursuant to the Provisional Order Resolution, the Council gave notice (in the manner specified by NRS 271.305) of the filing of the preliminary plans, assessment plat, preliminary assessment roll, typical section of the contemplated improvements, preliminary estimate of cost, and estimate of maximum benefits (and corresponding market value increases), and of the time and place of a hearing thereon; and

WHEREAS, the manner of giving such notice by mail, publication and posting was reasonably calculated to inform the parties of the proceedings concerning the District which might directly and adversely affect their legally protected interest; and

WHEREAS, all owners of property to be assessed, any tenants who reside or own businesses located within the District and interested persons so desiring were permitted to file a written complaint, protest or objection on or before Friday, December 1, 2006, to appear before the Council on Wednesday, December 6, 2006, to be heard as to the propriety and advisability of acquiring, improving and maintaining the Project provisionally ordered, as to the estimated cost thereof, the manner of payment therefor, and as to the amount thereof to be assessed, the benefits estimated to be conferred against each tract, and the corresponding market value increases expected for each tract in the District; and

WHEREAS, the written and oral complaints, objections and protests received represented less than one third (1/3) of the area to be assessed in the District; and

WHEREAS, the written and oral complaints, objections and protests received were duly considered by the Council, and the Council has determined that it is in the best interests of the District, the City, and the inhabitants thereof to create the District; and

WHEREAS, every written complaint, protest and objection was found to be without sufficient merit and was overruled by the Council by the Improvement District No. 1516 Protest Disposal Resolution except as otherwise provided in said resolution; and

WHEREAS, any person filing a written complaint, protest or objection shall have the right within 30 days after the Council has finally passed on such complaint, protest or objection to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination; and

WHEREAS, the Council and officers of the City have done all things necessary and preliminary to the creation of the District, including, without limitation, the filing with the City Clerk of an accurate estimate of cost, full and detailed revised and final plans and specifications, revised assessment plat, revised and final map, and a report on benefits by the Engineer, and the Council desires now to authorize the Project and to create the District by this ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE STATE OF NEVADA, DOES ORDAIN:

Section 1. This ordinance shall be known as, and may be cited by, the short title "Improvement District No. 1516 Creation Ordinance" (the "Ordinance").

Section 2. The Council has previously determined and now confirms that each and every protest and objection made in connection with the District is without sufficient merit and the same be, and the same previously has been by the Improvement District No. 1516 Protest Disposal Resolution, overruled and finally passed upon by the Council, except as otherwise set forth in the Improvement District No. 1516 Protest Disposal Resolution.

The Council has also determined and does declare as follows:

- (a) The public convenience and necessity require the creation of the District.
- (b) The creation of the District is economically sound and feasible.
- (c) The market value of each of the benefited lots, tracts and parcels of land in the District will be increased by an amount directly attributable to the Project for which the assessment is to be made.

Section 4. There is created in the City an improvement district designated the "City of Las Vegas, Nevada, Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street)" for the purpose of financing the Project in and along the following street:

Fremont Street (BOTH SIDES) from the center line of Las Vegas Boulevard to the center line of 8th Street.

Section 5. Except as shown on the preliminary plans and specifications now on file in the Office of the City Clerk and in the office of the Special Improvement District, Department of Public Works in Las Vegas, Nevada, the character of the Project which will be financed is described more particularly as follows: The Project will consist of all or part of the following: the beautification and improvement of the public portions of any area zoned primarily for business or commercial purposes, including, without limitation, public restrooms, facilities for outdoor lighting and heating, decorations, fountains, landscaping, facilities or equipment, or both, to enhance protection of persons and property, ramps, sidewalks, rehabilitation or removal of existing structures, promotional activities including the promotion of public events that benefit business or real property, providing music in any public place, promotion of tourism marketing and economic development, including the recruitment and retention of retail business, providing services related to security, sanitation, the removal of graffiti, the cleaning of streets and sidewalks and providing other municipal services that are supplemental to those typically provided by the City and any other activity that benefits businesses and real property located in the District. The District is being formed to finance the annual costs of providing the Project. The City will annually adopt a budget for the Project and will annually assess the costs of the Project against all benefited tracts in the District.

Section 6. The Council has determined that the cost of the Project is of special benefit and shall be paid in part by special assessments against the lots, tracts and parcels of land benefited. That the total cost of the Project shall be apportioned and assessed as follows:

Total Cost	Estimated Amount of Special Assessment	Amount Available from Other Sources
\$245,052	\$245,052	\$0

The amounts to be assessed for the Project will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases). However, an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform. The portion of the costs to be assessed against and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon each piece or parcel of property in the District is stated in the assessment plat and addendum thereto designated "Tabulation of Parcels" or preliminary assessment roll. In cases of wedge or "V" or any other irregularly shaped tracts, the amount apportioned thereto shall be in proportion to the special benefits thereby derived.

The following methodology will determine the assessments against parcels in the District. The acreage of a parcel in the District will be multiplied by a weighting factor, depending upon the street or streets which the parcel fronts. The categories of streets shall be weighted as follows: a) Fremont Street frontage will be weighted at 1.5; and b) side street frontage (Las Vegas Boulevard, Sixth Street, Seventh Street, and Eighth Street) will be weighted at 1.0. The assessments will equal the weighting factor times the acreage of the parcel, divided by the total weighted acreage in the District, times the total amount assessed for the Project.

The boundaries of the District shall be the exterior boundary of each parcel of property bounded by Las Vegas Boulevard, Carson Avenue, Eighth Street, and Ogden Avenue.

Section 7. The portion of the costs to be assessed against, and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon, each piece or parcel of property in the District is stated in the assessment plat and addendum thereto designated "Preliminary Assessment Roll."

Section 8. The Engineer is authorized to advertise for the doing of the work and making the improvements in the Las Vegas Review Journal, a daily newspaper published in Las Vegas, Nevada, and of general circulation in the City. Such notice shall be published at least once, not less than

seven days before the opening of bids. The notice shall be in substantially the form provided by the plans, specifications, and contract documents.

Section 9. After the award of the contract, the Council shall determine the total cost of such work, including incidentals, and assessments shall be levied in accordance with the laws of the State, and the Council shall provide that the assessments will be payable in four (4) substantially equal quarterly installments of principal without interest.

Section 10. All action, proceedings, matters and things previously taken, had and done by the City, and the officers thereof (not inconsistent with the provisions of this Ordinance), concerning the District, including, but not limited to, the performing of all prerequisites to the creation of the District, providing of the Project, the specially benefited property in the District, the determination that the lots, tracts and parcels of land in the District will receive special benefits and market value increases, and the levy of assessments for that purpose be, and the same are, ratified, approved and confirmed.

Section 11. The officers of the City are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, construction contracts, engineering specifications, contract addenda, and other items necessary or desirable for the completion of the levying of the assessments for the District.

Section 12. In accordance with subsection 6 of NRS 271.325, upon the final adoption of this Ordinance the City Clerk is authorized and directed to immediately file in the office of the Clark County Recorder a certified copy of the Preliminary Assessment Roll (the list of the tracts to be assessed). The Clark County Recorder is to record such assessment roll for the purpose of establishing of record the lien or liens against the lots, tracts, and parcels of land and the amounts of maximum benefits estimated to be assessed against each tract in the assessment area as set forth in this Ordinance.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, previously repealed.

Section 14. When first proposed, this Ordinance shall be read to the Council by title, after which an adequate number of copies of this Ordinance shall be filed with the City Clerk for public distribution. Notice of the filing shall be published once in a newspaper published and having general circulation in the City, at least 10 days before the adoption of this Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Filing of Ordinance)

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE CREATING THE CITY OF LAS VEGAS, NEVADA,
IMPROVEMENT DISTRICT NO. 1516 - FREMONT STREET
MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH
STREET) AND PROVIDING OTHER MATTERS RELATED THERETO.**

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas at her office in the City Hall, 400 Stewart Avenue, Las Vegas, Nevada, and that such Ordinance was proposed on December 20, 2006 and will be considered for adoption at the regular meeting of the City Council to be held on January 17, 2007.

/s/ Barbara Jo Ronemus
City Clerk

(End of Form of Publication of Notice of Filing of Ordinance)

Section 15. This Ordinance shall be in effect on the date of publication as hereinafter provided. After this Ordinance is adopted and signed by the Mayor and attested and sealed by the Clerk, this Ordinance shall be published once by its title only, together with the names of the Council members voting for or against its passage, such publication to be made in a newspaper published and having a general circulation in the City, and such publication to be in substantially the following form:

(Form of Publication)

BILL NO. ____

ORDINANCE NO. ____

**AN ORDINANCE CREATING THE CITY OF LAS VEGAS, NEVADA,
IMPROVEMENT DISTRICT NO. 1516 - FREMONT STREET
MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH
STREET) AND PROVIDING OTHER MATTERS RELATED THERETO.**

PUBLIC NOTICE IS HEREBY GIVEN that the above-numbered and entitled Ordinance was proposed on December 20, 2006 and that such Ordinance was passed at a regular meeting of the City Council on January 17, 2007 by the following vote of the City Council:

Those Voting Aye:

Oscar B. Goodman
Gary Reese
Larry Brown
Lawrence Weekly
Lois Tarkanian
Steve Wolfson
Steven D. Ross

Those Voting Nay:

Those Absent:

This Ordinance shall be in full force and effect from and after the 21st day of January, 2007 (i.e., the date of the publication of such Ordinance by its title only).

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada has caused this Ordinance to be published by title only.

DATED this January 17, 2007.

/s/ Oscar B. Goodman
Mayor

Attest:

/s/ Barbara Jo Ronemus
City Clerk

Section 16. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Introduced December 20, 2006, PASSED, ADOPTED AND APPROVED January 17, 2007.

(SEAL)

OSCAR B. GOODMAN, Mayor

Attest:

City Clerk

Approved as to Form:

7 DEC 06 N Z / [signature]
Date Deputy City Attorney

This Ordinance shall be in full force and effect from and after January 21, 2007, i.e., the day after the publication of such Ordinance by its title only.

STATE OF NEVADA)

CITY OF LAS VEGAS) ss.

I, Barbara Jo Ronemus, the duly chosen, qualified and acting Clerk of City of Las Vegas, Nevada (the "City"), do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council of the City (the "Council") on December 20, 2006 and finally adopted and approved on January 17, 2007.

2. The following members of the Council were present at the December 20, 2006 meeting:

Mayor:	Oscar B. Goodman
Councilmembers	Gary Reese
	Larry Brown
	Lawrence Weekly
	Lois Tarkanian
	Steve Wolfson
	Steven D. Ross

3. The foregoing Ordinance was first proposed and read by title to the Council on December 20, 2006, and referred to a committee composed of the _____ for recommendation; thereafter said committee reported favorably on said Ordinance on January 17, 2007, which was a regular meeting of said Council; that as said regular meeting, the proposed Ordinance was again read by title to the Council and adopted. The members of the Council were present at the January 17, 2007 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye: Oscar B. Goodman
Gary Reese
Larry Brown
Lawrence Weekly
Lois Tarkanian
Steve Wolfson
Steven D. Ross

Those Voting Nay: _____

Those Absent: _____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself as Clerk of the City, and sealed with the seal of the City,

and has been recorded in the journal of the Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the Council were given due and proper notice of the meetings held on December 20, 2006 and January 17, 2007. Pursuant to NRS § 241.020, written notice of the meeting including the time, place, location and agenda of the meeting was given by 9:00 a.m. at least three working days before the meeting.

(a) By posting a copy of the notice 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 other separate, prominent places within the jurisdiction of the Council, to wit:

- (i) Bulletin Board (next door to Metro Records)
City Hall Plaza
Las Vegas, Nevada
- (ii) City Hall Plaza
City Clerk's Bulletin Board, 2nd Floor Skybridge
Las Vegas, Nevada
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada
- (v) Grant Sawyer Building
555 E. Washington Avenue
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.

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. Copies of the notice of each such meeting as posted and mailed are attached hereto as Exhibits A and B.

8. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City
this January __, 2007.

City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of Meeting held December 20, 2006)

EXHIBIT B

(Attach Copy of Notice of Meeting held January 17, 2007)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

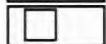
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2006-81 - Grants to Nevada Power Company, a Nevada Corporation, a non-exclusive franchise to install, operate and maintain an electrical distribution system to provide electrical service to consumers within the City subject to and in accordance with the terms and conditions of the Franchise Agreement between the City and Nevada Power Company. Proposed by: Mark R. Vincent, Director of Finance and Business Services

Fiscal Impact



No Impact



Budget Funds Available



Augmentation Required

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Nevada Power Company, Inc. currently provides residents of the City with electric service pursuant to a non-exclusive franchise issued to it by the City, which agreement was renewed in 2004 for an additional three-year term. The City proposes the issuance of a new eighteen-year non-exclusive franchise to Nevada Power, in accordance with the terms and conditions of the Franchise Agreement incorporated in this bill. As consideration for this franchise, Nevada Power will pay the City annually five percent (5%) of its gross revenue in accordance with the provisions of LVMC 6.67.040.

RECOMMENDATION:

ADOPTION at 1/17/2007 City Council meeting pursuant to the 1/2/2007 Recommending Committee.

First Reading – 12/20/2006; First Publication – 1/5/2007

BACKUP DOCUMENTATION:

1. Bill No. 2006-81
2. Franchise Agreement

Minutes:

Recommendation noted.

1/17/2007 Council Agenda

1 **BILL NO. 2006-81**

2 **ORDINANCE NO. _____**

3 AN ORDINANCE TO GRANT A NON-EXCLUSIVE FRANCHISE TO NEVADA POWER
4 COMPANY TO PROVIDE ELECTRICAL SERVICES WITHIN THE CORPORATE LIMITS OF
5 THE CITY IN ACCORDANCE WITH THAT CERTAIN FRANCHISE AGREEMENT BETWEEN
6 THE CITY AND NEVADA POWER COMPANY, AND TO PROVIDE FOR OTHER RELATED
7 MATTERS.

8 Proposed by: Mark R. Vincent, Director
9 Department of Finance and Business Services

Summary: Grants to Nevada Power Company, a Nevada Corporation, a non-exclusive franchise to install, operate and maintain an electrical distribution system to provide electrical services to consumers within the City subject to and in accordance with the terms and conditions of the Franchise Agreement between the City and Nevada Power Company, incorporated by reference into this Ordinance.

10
11 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
12 AS FOLLOWS:

13 SECTION 1: The City of Las Vegas, Nevada, hereby grants to Nevada Power
14 Company, a Nevada Corporation, the non-exclusive right, privilege, authority and permission to own,
15 construct, operate, maintain, upgrade, and repair an electrical distribution system upon the surface of
16 and the space above and below any and all public highways, streets, roads, alleys avenues, tunnels,
17 parkways, and easements granted to the City, including easements created or reserved in favor of the
18 City for any road or public utility purposes in any patent granted by the United States of America, or
19 in any other recorded map, plat or recorded document, as the same now or may hereafter exist within
20 the City, including State highways now or hereafter established within the City to whatever extent the
21 City may have jurisdiction to authorize the use stated above, for the sole purpose of providing
22 electrical service to consumers within the City, subject to and in accordance with the terms and
23 conditions of that certain document entitled Franchise Agreement, commencing on the 1st day of
24 February, 2007, by and between the City of Las Vegas and Nevada Power Company, a copy of which
25 said Franchise Agreement is on file with the Clerk of the City of Las Vegas and by this reference
26 incorporated herein as part of this Ordinance.

27 SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or
28 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or

1 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
2 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
3 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
4 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
5 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
6 invalid or ineffective.

7 SECTION 3: All ordinances or parts of ordinances or sections, subsections, phrases,
8 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
9 1983 Edition, in conflict herewith are hereby repealed.

10 PASSED, ADOPTED and APPROVED this ____ day of _____, 2007.

11 APPROVED:

12
13 By _____
14 OSCAR B. GOODMAN, Mayor

15 ATTEST:

16 _____
17 BARBARA JO RONEMUS, City Clerk

18 APPROVED AS TO FORM:

19 Larry G. Bellis 12-11-06
20 _____
Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of ____, 2006, and referred to the following committee composed of
3 ____ and ____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 ____, 2007, which was a ____ meeting of said Council; that at said
6 ____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11

12

APPROVED:

13

14

By _____
OSCAR B. GOODMAN, Mayor

15 ATTEST:

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17 BARBARA JO RONEMUS, City Clerk

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FRANCHISE AGREEMENT

between

City of Las Vegas, Nevada

and

Nevada Power Company

Effective February 1, 2007

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FRANCHISE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into by and between the City of Las Vegas, Nevada, a municipal corporation ("City"), and Nevada Power Company, a Nevada corporation ("Franchisee"), collectively, the "Parties." In consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

Section 1. Definitions.

For the purposes of this Franchise Agreement, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The words "shall" and "will" are mandatory, and "may" is permissive.

- (A) "Abandoned" means Franchisee's voluntary relinquishment or transfer of its Facilities to the City.
- (B) "Affiliate" means each person who falls into one or more of the following categories:
 - (1) Each person having, directly or indirectly, a controlling interest in Franchisee.
 - (2) Each person in which Franchisee has, directly or indirectly, a controlling interest.
 - (3) Each person that, directly or indirectly, is controlled by a third party which also directly or indirectly controls Franchisee.
 - (4) Affiliate shall in no event mean any creditor of Franchisee solely by virtue of its status as a creditor and which is not otherwise an affiliate by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, Franchisee.
- (C) "Business License" means the written authorization of the City to engage in the business for which the license was issued.
- (D) "City" means the City of Las Vegas, Nevada, a municipal corporation of the State of Nevada in its incorporated form or in any subsequent consolidated, reorganized, enlarged or reincorporated form.
- (E) "City Council" means the elected governing body of the City.
- (F) "City Manager" means the person appointed by the City Council to perform such administrative functions of the City government as may be required of him or her by the City Council or City Charter, or his or her designee.

- (G) "Code" or "City Code" means the Las Vegas Municipal Code as amended from time to time.
- (H) "CPI-U" means the Consumer Price Index, All Urban Consumers, U.S. City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C.
- (I) "Director" means the Director of the Public Works Department of the City, or any successor department, or his or her designee.
- (J) "Easement" means an interest in and the right to use the real property of another, but not including licenses or leases.
- (K) "Electrical Service" or "Electricity Service" means the provision, sale, distribution or transmission of electric energy and power in the Franchise Area over or through Electrical Distribution System Facilities located in the City's Rights-of-Way.
- (L) "Electrical Distribution System" or "System" means any Facilities in the Rights-of-Way, in whole or in part used to provide Electrical Service.
- (M) "Emergency" means those conditions which are not in the control of Franchisee, including, but not limited to, natural disasters, civil disturbance and severe weather.
- (N) "Facility" or "Facilities" means, collectively, any and all electric transmission and distribution systems used or useful in the transmission and distribution of electrical light, heat and power, including but not limited to poles, wires, lines, conduits, ducts, cables, braces, guys, anchors and vaults, transformers, generators, switches, meter-reading devices, fixtures, studs, platforms, crossbars, manholes, cutouts, communication circuits, appliances, attachments, appurtenances and any other property to be located in, upon, along, across, under or over the City's Rights-of-Way.
- (O) "Franchise" means the nonexclusive privilege granted by the City to Franchisee to construct, operate and maintain its Electrical Distribution System in the City's Rights-of-Way.
- (P) "Franchise Agreement" or "Agreement" means this agreement.
- (Q) "Franchise Area" means the area within the jurisdictional boundaries of the City and any area annexed by the City during the term of this Agreement.
- (R) "Franchisee" means Nevada Power Company and its lawful successors or assigns.
- (S) "Gross Revenue" means all cash, credits, property or other consideration of any kind or nature arising from, attributable to, or in any way derived directly or

indirectly by Franchisee or its affiliates from the operation of Franchisee's Electrical Distribution System in the City. Gross Revenue shall include by illustration and not limitation all revenue received by Franchisee from customers within the Franchise Area from charges, however denominated, for the following:

- (1) Sales of electric energy to customers;
- (2) Facility Charges Max Demand;
- (3) Electric Adjustments;
- (4) Facility Charge – Customer Specific Flat – LGS-XP;
- (5) Facility Charge – Maintenance – LGS-XT;
- (6) Broken Meter Charge;
- (7) Broken Seal Charge;
- (8) Connection Charge;
- (9) Charges by Meter Validity (Meter Tampering);
- (10) Facility Charge – Customer Specific Flat – (LGS-3P);
- (11) Gold Band Charge;
- (12) Facility Charge – Maintenance – LGS-1;
- (13) Facility Charge – Maintenance – LGS-2P;
- (14) Reconnect Charges;
- (15) Remote Meter Charge;
- (16) Returned Check Charge; and
- (17) Same Day Service Charge.

Gross Revenue shall also include by illustration and not limitation all revenue received for Franchisee's transmission and distribution of electrical energy generated by others for sale within the Franchise Area. Gross Revenue shall not include: (a) any revenue or charges by Franchisee for transmission of electrical energy to customers outside of the Franchise Area; (b) any bad debt; provided, however, that any portion of such debt which is written off but subsequently collected shall be included in Gross Revenue in the period collected; or (c) any taxes on services furnished by Franchisee that are imposed directly on any customer or user by the State, the City or other governmental entity and which are collected by Franchisee on behalf of said governmental unit.

- (T) "JPA" means the Joint Pole Agreement made between Nevada Power Company and Central Telephone Company–Nevada, dated June 1, 1964, as amended, which establishes pole ownership, operating practices and use.
- (U) "NRS" means the Nevada Revised Statutes.
- (V) "Person" means a natural person or any form of business or social organization, including but not limited to the estate of a natural person, a corporation, limited-liability company, partnership, association, trust, or any other form of legal entity.
- (W) "Public Improvement" means any improvements for roadways and pavements, sidewalks, curbs and gutters, landscaping, street lights, foundations, poles and traffic signal conduits, water mains, sanitary and storm sewers, tunnels, subways, people movers, viaducts, bridges, underpasses, overpasses, public buildings or

public structures, or other public installations or improvements which are to be used by the general public.

- (X) "Public Utilities Commission" or "PUCN" means the Public Utilities Commission of the State of Nevada, and its predecessors and successors.
- (Y) "Rights-of-Way" means the surface of, and the space above and below, any and all public highways, streets, roads, alleys, avenues, tunnels, parkways, and Easements granted to the City (including Easements created or reserved in favor of the City for any road and public utility purposes in any patent granted by the United States of America, or in any other recorded map, plat or recorded document), as the same now or may hereafter exist within the City, including State highways now or hereafter established within the City to whatever extent the City may have jurisdiction to authorize the use of same for the purposes herein specified.
- (Z) "Transfer" or "Assignment" means any transaction in which: (1) any ownership or other right, title or interest of more than 5% in Franchisee or its Facilities is transferred, sold, assigned, leased or sublet, directly or indirectly, in whole or in part; (2) there is any change or transfer of control of Franchisee or its Facilities; (3) the rights and/or obligations held by Franchisee under this Agreement are transferred, directly or indirectly, to another party; or (4) any change or substitution occurs in the managing general partners of Franchisee, if applicable. A "transfer" or "assignment" shall not include a mortgage, pledge or other encumbrance as security for money owed.

Section 2. Term.

This Agreement shall commence on the first day of February, 2007 ("Effective Date"), and shall supersede all prior franchise agreements between the parties, including the parties' Franchise Agreement dated November 14, 1979 and the Renewal of Franchise Agreement dated November 3, 2004. This Agreement shall continue in full force and effect through January 31, 2025, or until this Agreement shall be terminated for noncompliance by Franchisee with the terms and conditions imposed herein, or with such reasonable restrictions, limitations and regulations as the City Council may from time to time impose by ordinance, or until the State of Nevada or other public corporation duly authorized shall purchase, by voluntary agreement or under the power of eminent domain, all property actually used and useful in the exercise of the Franchise situated within the City, or until Franchisee shall permit its corporate existence to expire without renewal, whichever of the foregoing shall first occur. The Franchise shall not terminate solely by reason of a merger, sale or other consolidation if the PUCN approves such merger, sale or other consolidation and a successor to Franchisee assumes the obligations of Franchisee hereunder.

Section 3. Non-Exclusivity.

- 3.1 NON-EXCLUSIVE GRANT OF FRANCHISE. The Franchise granted by this Agreement is not exclusive, and the City hereby reserves the right, power, and

authority to grant similar rights, privileges, permission and authority to any person at any time.

- 3.2 CITY OWNERSHIP OF ELECTRICAL DISTRIBUTION SYSTEM. The City reserves the right to acquire, including the property of Franchisee, construct, own, operate and maintain an Electrical Distribution System to serve all or any portion of the City at any time during the term of this Agreement, and to fully exercise such right in accordance with applicable law.

Section 4. Grant of Franchise.

- 4.1 FRANCHISE. Subject to the terms and conditions of this Agreement and applicable City ordinances, the City hereby grants Franchisee the right to own, construct, operate, maintain, upgrade, and repair an Electrical Distribution System along the Rights-of-Way within the Franchise Area, for the sole purpose of providing Electrical Service for which it holds a certificate of public convenience and necessity issued by the PUCN.
- 4.2 USE OF SYSTEM. Franchisee is authorized to allow a third party, including affiliates, to use capacity on its Electrical Distribution System for use in providing electrical service.

Section 5. Limitations on Grant of Franchise.

- 5.1 ELECTRICAL USE ONLY. Nothing contained in this Agreement shall be construed as authorizing Franchisee to use, or permit the use of, any portion of its Electrical Distribution System for any purpose other than those reasonably necessary for the transmission or distribution of Electrical Service, including Facilities necessary for intra-Company communications, unless prior written approval is obtained from the City.
- 5.2 SHARED USE OF RIGHTS-OF-WAY. The right of Franchisee to maintain Facilities in the Rights-of-Way pursuant to this Agreement and the City Code shall be equal to similar rights of other utilities, except that earlier-installed facilities shall have a prior right to occupy the necessary and reasonable amount of space in the Rights-of-Way.
- 5.3 PRIVILEGE/EXEMPTION. No privilege or exemption is granted by or to be inferred from this Agreement except those specifically described herein.
- 5.4 FRANCHISEE'S ACQUISITION OF PROPERTY RIGHTS. Franchisee shall not acquire as a result of the location of its Facilities in any existing or proposed Rights-of-Way, even though such location was approved by the City, any vested right or interest in any particular Rights-of-Way location by virtue of the Franchise.

5.5 AMERICANS WITH DISABILITIES ACT ("ADA").

- (a) Facilities installed in the Rights-of-Way during the term of this Agreement, or Facilities in the Rights-of-Way which are altered such that application of the ADA is triggered, shall comply with the requirements of the ADA.
- (b) With respect to existing Facilities located in Rights-of-Way which prevent disabled persons' use of and access to buildings, structures, facilities, sidewalks, streets, alleys or other paths of travel in violation of the requirements of the ADA, the Franchisee shall correct such violations in good faith, up to an annual maximum of \$100,000, which amount shall escalate annually in accordance with the CPI-U, during the term of the Agreement so long as access barriers caused by the Facilities remain ("ADA Fund").
- (c) Franchisee will meet periodically with the City to coordinate and establish plans and time frames for removal of access barriers caused by the Facilities, with priority given to more serious access barriers. Further, within thirty (30) days of the Franchisee's receipt of a notice of a third-party complaint from the City or others identifying Facilities that may cause access barriers in violation of the ADA, the Parties shall meet to review the complaint and determine an appropriate response and required repair, if any. If repair is required, the Parties shall establish plans and time frames for the repair. Franchisee's scope of work shall consist of removal and or relocation of Facilities, and the ADA Fund shall be limited to the costs to accomplish such work, including costs to acquire Easements for relocated Facilities, if necessary. The City's underground utility installations provisions, Chapter 13.52 of the City Code, shall not apply to repairs performed pursuant to this Section.
- (d) Notwithstanding the Parties' efforts to eliminate access barriers in the City, Franchisee does not assume the City's duties and obligations under the ADA, and nothing in this Agreement shall be deemed by the Parties to modify the Franchisee's obligations with regard to its Facilities under the ADA.

Section 6. Franchisee's Use of City Property.

6.1 FRANCHISEE'S FUTURE ATTACHMENTS TO CITY PROPERTY.

The Franchise granted herein does not authorize Franchisee to attach any part of its Facilities to City property located within or outside of the Rights-of-Way until and unless Franchisee has entered into a separate written agreement (herein "Master Attachment Agreement") with the City for the rights of attachment and use. When such Master Attachment Agreement is effective for any particular City Property, such Master Attachment Agreement shall supersede the provisions of this Section 6 concerning Franchisee's attachments to and use of the particular City property. Nothing in this Agreement obligates the City to approve

Franchisee's attachments to any use of any particular City property, and the City may, in its sole discretion, withhold its consent to any such proposed attachments and use.

- 6.2 FRANCHISEE'S PRIOR ATTACHMENTS TO CITY PROPERTY.** Franchisee acknowledges that, prior to the Effective Date of this Agreement, it has attached some of its Facilities to City property without separate written agreements with the City authorizing the attachments to and use of such property. No later than six months after the Effective Date of this Agreement, Franchisee shall provide the City a list of all City-owned, known facilities to which Facilities are attached. Franchisee shall notify the City of additional attachments to City facilities within a reasonable amount of time, as it becomes aware of them throughout the course of Franchisee's normal operations, but no less than semiannually.
- 6.3 MASTER ATTACHMENT AGREEMENT.** No later than twelve months after the Effective Date of this Agreement, Franchisee shall either enter into a Master Attachment Agreement with the City for its attachments to and use of each particular City property or, if no such agreement is reached for a particular City property, remove such attachment at its own expense. Newly discovered attachments reported after the initial execution of the Master Agreement pursuant to Subsection 6.2 shall either be subject to the Master Attachment Agreement or removed at Franchisee's expense. Franchisee shall promptly repair and restore any City property from which one of Franchisee's attachments has been removed to as good condition as the City's property was in prior to the attachment.
- 6.4 NO RETROACTIVE EFFECT OF FEE REQUIREMENTS.** City may charge the Franchisee an administrative fee for the purpose of reviewing an application and inspecting the installation. Nothing in this Section 6 shall require Franchisee to pay any attachment, rental, or other fees to the City for attachments to and the use of City property prior to the Effective Date or during the term of this Agreement.
- 6.5 INDEMNIFICATION OBLIGATIONS.** Franchisee acknowledges that its indemnification obligations under Section 23 of this Agreement extend to any and all claims or liabilities of whatever nature arising out of Franchisee's attachments to or use of City property.

Section 7. Third-Party Attachment to Franchisee's Facilities; Undergrounding; Pole Ownership.

- 7.1 PRIOR AUTHORIZATION BY CITY REQUIRED FOR ATTACHMENT TO FRANCHISEE'S FACILITIES BY THIRD-PARTY.** Franchisee shall not allow the attachment to any of its Facilities in the Rights-of-Way by a third party unless the third party is authorized by the City, as follows: 1) Upon a third party's initial request to enter into an attachment agreement, Franchisee shall notify City in writing of the name and address of such third party. 2) Upon verification by City that said third party is duly licensed, franchised or otherwise permitted to occupy the Rights-of-Way, or if no response is provided by City within 45 days after Franchisee's notification to City, Franchisee may permit such third party to attach

its facilities to Franchisee's Facilities within the Rights-of-Way. 3) If the third party presents written confirmation from the City of its legal right to use the Rights-of-Way, including but not limited to an appropriate franchise agreement, rights-of-way agreement, license agreement or similar agreement between the City and the third party, Franchisee shall not be required to verify the third party's status with the City.

- 7.2 UNAUTHORIZED USE OF RIGHTS-OF-WAY / ENFORCEMENT. Franchisee acknowledges that, notwithstanding any legal rights that a telecommunications provider, cable television provider or any other service provider may have to use the Franchisee's Facilities in Rights-of-Way, including pole attachments, the City retains a paramount interest in managing the Rights-of-Way. The City shall be solely responsible for enforcement of its permitting requirements as a result of a third party's use of Facilities. If Franchisee permits a third party to use its Facilities without satisfying the requirements of Subsection 7.1, it may be subject to a claim for liquidated damages pursuant to Section 22.
- 7.3 PERMISSION REQUIRED TO TRANSFER FRANCHISEE'S FACILITIES TO THIRD PARTY. Franchisee shall not transfer ownership of any of its Facilities in the Rights-of-Way that are no longer used by Franchisee for purposes of providing Electrical Service to any third party without the express written consent of the Director, which consent may be withheld or conditioned in his or her sole discretion. Such restriction does not apply to Facilities transferred pursuant to the JPA when such transfer is made to provide for pole parity and a sharing of costs between the parties to that agreement, unless the transfer has the effect of avoiding the application of the City's underground utility installations provisions, Chapter 13.52 of the City Code, or Franchisee's obligations pursuant to Subsection 5.5.
- 7.4 UNDERGROUND REQUIREMENTS. Whenever Franchisee intends to relocate and place underground any of its overhead Facilities which are in the Rights-of-Way, Franchisee shall, at the earliest date possible, provide written notice to the Director and to all third parties that have attached their own facilities to such overhead Facility of the anticipated relocation of the overhead Facility. Such notice shall include an estimated timetable for completion of the relocation and specify that all third-party attachments must be removed from the overhead Facilities no later than 30 days after Franchisee's Facilities are placed underground. Franchisee cannot transfer any ownership interest in its overhead Facility to any third party without the express written consent of the Director, which the Director may withhold or condition in his or her sole discretion, except that such restriction does not apply to Facilities, or portions thereof, transferred pursuant to the JPA, when such transfer is done to provide for pole parity and a sharing of costs between the parties to that agreement, unless the transfer has the effect of avoiding the application of the City's underground utility installations provisions, Chapter 13.52 of the City Code, or Franchisee's obligations pursuant to Subsection 5.5. As between the City and Franchisee, Franchisee shall remain responsible for all claims and liabilities of whatever nature related to the overhead Facility, excluding any claims caused solely by the overhead Facility remaining in

the Right-of-Way after properly noticed third parties have failed to remove their attachments therefrom, until such time as such Facility has been completely removed and the Rights-of-Way repaired and restored to the satisfaction of the Director, or until such time as ownership of the overhead Facility has been transferred to a third party with the Director's consent. If Franchisee has provided required notices to other users, Franchisee shall not be liable for liquidated damages, fines, or other penalties to City as a result of other users' failure to remove their attachments from the overhead Facilities, but Franchisee shall continue its good faith efforts to have the third-party attachments removed in order to fully implement the undergrounding requirements.

- 7.5** AGREEMENTS PERTAINING TO THIRD PARTY'S USE OF FRANCHISEE'S FACILITIES. Franchisee shall, upon request, promptly provide the City with a list of all third parties currently authorized to use any of Franchisee's Facilities in the Rights-of-Way and with copies of all pole attachment agreements or similar agreements concerning the use of Franchisee's Facilities by third parties.

Section 8. Quality of Use; Construction; Maintenance; Expansion; Reconstruction.

- 8.1** WORKMANLIKE MANNER. Franchisee agrees that all of its Electrical Distribution System within the City shall be installed, used and maintained in a good, workmanlike manner and in accordance with good engineering practices, and in compliance with all applicable laws, ordinances, rules and regulations of the United States, the State of Nevada, and the City from time to time in effect, including but not limited to applicable portions of the National Electrical Safety Code, all applicable City Code provisions and the "Uniform Standard Specifications for Off-Site Construction, Clark County Area."
- 8.2** SAFETY AND QUIET ENJOYMENT OF PROPERTY. Franchisee agrees that the installation, use, and maintenance of its Electrical Distribution System, including, but not limited to, all poles and power lines shall be attached and secured, or otherwise constructed and maintained, in such a manner as to avoid unreasonable danger to persons and property and as to cause minimum interference with the proper use of public roads or with any reasonable use and enjoyment of adjacent property by owners.
- 8.3** INTERFERENCE WITH CITY FACILITIES. The installation, use and maintenance of Franchisee's Electrical Distribution System within the Rights-of-Way shall be in a manner so as not to interfere with the placement, construction, use and maintenance of City street lighting, water pipes, drains, sewers, traffic signal systems or other City systems that have been, or may be, authorized by the City Council, City Manager or Director, or the City Council acting as the governing body of any special district or entity, now or hereafter created for any purpose.
- 8.4** PERMITS. Prior to the installation, construction, reconstruction, replacement, extension or relocation of any portion of the Electrical Distribution System

authorized herein, Franchisee shall apply for and obtain from the City a permit. The City shall issue such permit to Franchisee on such conditions as are reasonable and necessary to ensure compliance with the terms and conditions of this Agreement.

- 8.5 NOTICE TO ADJOINING PROPERTIES.** Except in the case of an emergency, before commencing a project (for which Franchisee, or its contractor, has pulled the applicable permit) in Rights-of-Way upon which residential property is located or is abutting thereto, Franchisee shall notify such abutting residents at least two (2) days prior to the date that Franchisee proposes to commence construction. Notice shall be in writing by one of the following methods: in person, by posted notice on the Rights-of-Way where the proposed project is scheduled to be built (which notice is to be capable of being read by passing motorists), by door hanger, or by mail, with a description of the proposed project and the name of Franchisee and its telephone number.
- 8.6 RESTORATION OF RIGHTS-OF-WAY.** With respect to projects for which Franchisee, or its contractor, has pulled the applicable permit, Franchisee shall, at its own expense, after installation, construction, relocation, maintenance, removal or repair of any of Franchisee's Facilities within the Rights-of-Way, restore the surface of the Rights-of-Way and other City property which may be disturbed or damaged by such work, to at least the same condition as it was in immediately prior to any such work. The City shall have the final approval of the condition of the Rights-of-Way and any other City property after restoration pursuant to the provisions of applicable City Codes, ordinances, regulations standards and procedures, including the "Uniform Standard Specifications for Off-Site Construction, Clark County Area" as now exist or may be hereafter amended or suspended.
- 8.7 SURVEY MONUMENTS.** All survey monuments which are disturbed or displaced by Franchisee in its performance of any work under this Agreement shall be referenced and restored by Franchisee in accordance with all pertinent federal, state and local standards and specifications.

Section 9. Work by Others; Abandonment of Rights-of-Way.

- 9.1 CITY AND OTHER UTILITY PROVIDERS.** The City reserves the right to lay and permit to be laid, sewer, gas, water, electrical, telecommunications, cable television and other pipe lines or cables and conduits, and to do and permit to be done, any underground and overhead work, and any attachment, restructuring or changes in aerial facilities that the City Manager requires in, across, along, over or under any Rights-of-Way occupied by Franchisee, and to change any curb or sidewalk or the grade of any street. The City also reserves the right to lay, construct, erect, install, use, operate, repair, remove, relocate, re-grade, widen, realign or maintain any public roads or any surfaces or subsurface improvements. In allowing work to be performed, the City shall not be liable to Franchisee for any damages, except those caused by the willful misconduct of the City; provided, however, nothing herein shall relieve any other person or entity, including any

contractor, subcontractor, or agent of the City from liability for damages to Franchisee.

- 9.2 ADJACENT PROPERTY OWNERS / ABANDONMENT OF RIGHTS-OF-WAY.** In the event that during the term of this Agreement, the City authorizes abutting landowners to occupy space under the surface of any Rights-of-Way, such grant to an abutting landowner shall be subject to the rights herein granted to Franchisee. In the event that the City abandons a segment of the Rights-of-Way that contains a portion of Franchisee's Facilities, the City shall grant to Franchisee an easement for the Facilities to allow Franchisee to use, operate, maintain, upgrade, and repair such Facilities in the abandoned Rights-of-Way.

Section 10. Undergrounding of Facilities.

UNDERGROUNDING POLICY. Franchisee acknowledges that the City desires to promote a policy of undergrounding of Facilities within the Franchise Area. The City acknowledges that Franchisee provides electrical service on a non-preferential basis subject to and in accordance with applicable tariffs on file with the PUCN. Subject to and in accordance with such tariffs, Franchisee shall cooperate and participate with the City in the formulation of policy and development of an underground management plan with respect to Franchisee's aerial Facilities within the City.

Section 11. Relocation of Facilities.

- 11.1 REMOVAL OR RELOCATION OF FACILITIES BY FRANCHISEE.** Subject to Franchisee's rights set forth in the Franchise Agreement, including Subsection 11.12, upon written notice from the City, Franchisee shall, at its own expense, remove, relocate, or reconstruct any portion of its Facilities as reasonably necessary to accommodate the rights reserved by the City in the Franchise.
- 11.2 PERMITS FOR REMOVAL OF FACILITIES.** Franchisee agrees to obtain a permit as required under Subsection 8.4, and to remove, relocate, or reconstruct said Facilities as provided herein. To the extent that relocation is required by the City for a City project, the City shall waive the permit fee.
- 11.3 NOTICE TO RELOCATE / FRANCHISEE'S ACKNOWLEDGMENT OF NOTICE TO RELOCATE / DESIGNATION OF NEW LOCATION.**
- (a) Upon initiation of a new public improvement project ("Improvement"), the City shall notify the Franchisee in a timely manner of the general scope of the Improvement and requirement to reconstruct, remove or relocate its Facilities ("Notice"). The Notice shall include the plans ("Plans") for the Improvement, including, but not limited to (as applicable) grading (current and future grades), channel and storm drainage, utility (current and future utility locations and depths), trails, bridge and wall, and other designs and construction plans for the Improvement. Within thirty (30) days after receiving the Notice and the Plans, the Franchisee shall meet with the City and establish a time schedule ("Schedule"), mutually agreeable to the

Parties, reasonable in the circumstances given the nature and scope of the work required for removal or relocation of said Facilities and based on standard practices in the construction industry. To the extent that the Plans require the relocation of critical Facilities, Franchisee may not be required to relocate such Facilities from June 1 to September 30, in Franchisee's sole discretion. Notwithstanding the foregoing, in order to expedite the completion of the relocation work, Franchisee shall in good faith perform such portions of the relocation work not affecting the reliability or safety of the critical Facilities and which work may reasonably be accomplished without materially increasing Franchisee's costs.

- (b) The Schedule shall be reduced to writing by the City with the Franchisee to receive a copy in accordance with this Section. If Franchisee identifies a recommended location for its relocated Facilities within the Rights-of-Way, the Director shall provide that location or a reasonable alternate location within the Rights-of-Way, if sufficient space is available.
- (c) To assist the City in scheduling the timing of the Improvement work and the potential effect of Franchisee's relocation work, the City will deliver to Franchisee project information equivalent in detail to thirty percent (30%) or more of final design for the Improvement. Within thirty (30) days of receipt of such information, Franchisee will notify the City of critical Facilities located in the area of the Improvement that might be affected by such work. For purposes of Subsection 11.3, "critical Facilities" shall mean: "(i) transmission Facilities and (ii) certain feeder distribution Facilities which, in the reasonable professional judgment of Franchisee, may suffer compromised reliability or safety if relocated during periods of peak loads that occur during summer months."

11.4 Intentionally Omitted.

11.5 REVISION IN SCOPE OF WORK / EXTENSION OF TIME / APPEAL OF EXTENSION DENIAL. If, following the delivery of the Plans for an Improvement in equivalent to one-hundred percent (100%) of final design, there is a substantial change in the scope of the relocation work related to the Improvement, or other circumstances beyond the control and without the fault or negligence of Franchisee, including, but not limited to, changes in elevation or changes affecting Rights-of-Way alignment and widths of alignment, the City shall notify Franchisee of the substantial changes. Based on the substantial changes, Franchisee may seek an extension of the Schedule by written application submitted to the Director along with relevant supporting information. The Director shall grant such request if he or she determines additional time is required due to circumstances beyond the control and without the fault or negligence of Franchisee, such as: (1) changes or revisions in the Plans which alter the relocation work subsequent to delivery of the Plans, (2) changes in required equipment or supplies or the delays in the delivery of such equipment and supplies, (3) changes in the scope of the relocation work that must be

completed, (4) the failure by others to timely complete work that must be completed as a pre-condition for Franchisee to complete its relocation work, (5) the inability to use Rights-of-Way or to secure necessary Easements for the relocated Facilities, and (6) interference by others with Franchisee's relocation work. If the request for extension of time is denied, Franchisee may appeal the denial to the City Council by notice to the City Manager within fourteen (14) days from the receipt of notice of denial. The decision of the City Council shall be final.

- 11.6 EMERGENCY RELOCATION / COST / CONTACT NUMBER.** In the event an emergency posing a threat to public safety or welfare requires the relocation of Franchisee's Facilities, the City shall give Franchisee notice of the emergency as soon as reasonably practicable. Upon receipt of such notice from the City, Franchisee shall, at its own expense, respond as soon as reasonably practicable to relocate the affected Facilities. Franchisee shall at all times keep the City informed of Franchisee's contact persons for emergencies and their telephone numbers where they can be reached twenty-four (24) hours a day.
- 11.7 THIRD PARTY REQUEST.** Whenever any third party requires the relocation of Franchisee's Facilities to accommodate work of such third party within the Franchise Area, including requests by the City on behalf of or for the benefit of such third party, Franchisee shall have the right as a condition of any such relocation to require payment by such third party to Franchisee, at times and upon terms acceptable to Franchisee, for any and all costs and expenses incurred by Franchisee in the relocation of the Facilities.
- 11.8 MANDATORY RELOCATION UPON THIRD PARTY REQUEST.** Any condition or requirement imposed by the City upon any third party (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits obtained pursuant to any zoning, land use, construction or other development regulation) which requires the relocation of Franchisee's Facilities shall be a condition or requirement causing relocation of Franchisee's Facilities to occur in accordance with the provisions of Subsection 11.7 above.
- 11.9 REMOVAL OF FACILITIES BY CITY / DAMAGES.** If Franchisee fails to remove or relocate its Facilities as required by this Section, the City may remove or relocate said Facilities and charge the cost of removal or relocation to Franchisee. The City will not be held liable for any losses or damages resulting from the City's removal or relocation of such Facilities. In addition to any other remedy for damages provided in this Agreement, the City may recover from Franchisee actual third-party damages incurred by the City if Franchisee fails to complete the reconstruction, removal or relocation of its Facilities within the time schedule established pursuant to this Section 11.
- 11.10 COOPERATION.** The City and Franchisee will cooperate on the planning for the relocation and selection of a new location for any of Franchisee's Facilities to minimize the cost of such relocation.

- 11.11 TEMPORARY REMOVAL / RELOCATION.** If applicable, Franchisee shall, on request of any person holding a permit to move a building, temporarily raise or lower its wires or cables to permit the movement of the building. The expense of temporary removal or raising or lowering of wires and cables shall be paid by the person requesting the same, and Franchisee shall have the authority to require such payment in advance. Franchisee shall be given at least thirty (30) days advance written notice to arrange for such temporary removal or relocation.
- 11.12 PRIOR RIGHTS OF FRANCHISEE.** Notwithstanding any other provision of this Agreement to the contrary, if the City requires Franchisee to relocate any Facilities that are located in the Rights-of-Way and (1) the Franchisee holds an Easement on which such Facilities are located, such as but not limited to an Easement or a patent for utility use granted by the United States Bureau of Land Management; or (2) the Facilities were installed in such location prior to the time at which such location was dedicated to or otherwise acquired by the City as Rights-of-Way, the City shall be responsible for Franchisee's actual costs of relocating such Facilities pursuant to this Section 11. Franchisee shall not be required to relocate such Facilities until such time as the City Council has approved the expenditures for such relocation. Furthermore, in the event such Facilities are located on an Easement held by Franchisee, the City shall grant Franchisee a replacement Easement within the Rights-of-Way or acquire on Franchisee's behalf a replacement Easement outside the Rights-of-Way in the event there is not space within the Rights-of-Way for relocation. If the Facilities are not located on an Easement held by Franchisee, the City shall not be required to grant or acquire a replacement Easement on behalf of Franchisee as a condition of Franchisee's relocation pursuant to this Section 11. If the City requires that Franchisee relinquish an Easement it holds in the Rights-of-Way which does not have Franchisee's Facilities located thereon, Franchisee shall not be required to relinquish such Easement until the City has either granted Franchisee a replacement Easement within the Rights-of-Way or has compensated Franchisee for its Easement. All other provisions of this Section 11 shall apply to Franchisee's work in performing the relocation of any Facilities covered by this Subsection 11.12.
- 11.13 STATE CONTRIBUTIONS.** Nothing in this Agreement shall be construed as to prohibit or restrict payment to Franchisee from the State of Nevada for relocation of all or any portion of Franchisee's Electrical Distribution System pursuant to the provisions of NRS 408.407.
- 11.14 PUCN TARIFFS.** The Parties acknowledge and agree that this Agreement does not abrogate or modify the Parties' responsibility to comply with applicable PUCN tariffs with respect to services provided by Franchisee to the City.

Section 12. City's Use of Facilities.

- 12.1 JOINT USE AGREEMENT.** During the term of this Agreement, and with respect to poles that are owned by Franchisee (in whole or part), the City may, subject to

the Franchisee's prior written consent, which shall not be unreasonably withheld, install and maintain City-owned, street lights, communications equipment, wires and/or fiber. The City's use of such wires or fibers shall be for noncommercial municipal lighting or communications purposes and such use will be administered under a joint facilities use agreement between Franchisee and the City.

- 12.2. **INSTALLATION / MAINTENANCE.** Installation and maintenance shall be done by the City at its sole risk and expense, in accordance with all applicable laws, and subject to such reasonable requirements as Franchisee may specify from time to time including, without limitation, requirements accommodating Franchisee's Facilities or the facilities of other parties having the right to use Franchisee's Facilities.
- 12.3 **LIABILITY / DAMAGES.** Except in the event of willful misconduct by Franchisee, Franchisee shall have no obligation arising under the indemnity and insurance provisions of this Agreement as to any circumstances directly or indirectly caused by or related to such City-owned lighting or communications equipment, wires and/or fiber or the installation or maintenance thereof.
- 12.4 **COST / FEES.** Franchisee shall not bear any cost or expense in connection with any such installation and/or maintenance by the City. Franchisee may charge the City an administrative fee for the purpose of reviewing an application and inspecting the installation, but shall not charge the City any attachment, rental, or other fees for the use of Franchisee's poles.

Section 13. Coordination; Shared Excavations.

- 13.1 **COORDINATION.** Franchisee and the City shall exercise reasonable efforts to coordinate any construction work that either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and other utilities within the Franchise Area informed of its intent to undertake such construction work. Franchisee and the City shall further exercise reasonable efforts to minimize any delay or hindrance to any construction work undertaken by the other party or other utilities within the Franchise Area.
- 13.2 **SHARED EXCAVATIONS.** If either Franchisee or the City shall cause excavations to be made within the Franchise Area, the party causing such excavation to be made shall afford the other, upon receipt of a written request to do so, an opportunity to use such excavation, provided that: (1) such joint use shall not delay the work of the party causing the excavation to be made; and (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties.

Section 14. Business License.

Franchisee shall maintain a valid, unexpired business license and pay all applicable business license fees in accordance with the City Code during the entire term of this Agreement.

Section 15. Franchise Fee In Lieu of Business License Fee.

If the business license fee provisions of the City Code relative to Franchisee are repealed or declared invalid by a court of competent jurisdiction during the term of this Agreement, Franchisee agrees as compensation for the use of the Rights-of-Way to pay the City a franchise fee. The franchise fee shall be five percent (5%) of Franchisee's Gross Revenue as defined in this Agreement.

Section 16. Conflicts between City Code and Agreement.

This Agreement hereby incorporates all applicable provisions of the City Code. Any conflict between the provisions of this Agreement and the City Code, except as otherwise provided in this Agreement, shall be resolved in favor of the provisions of the City Code. The City represents that it is unaware of any conflicts between this Agreement and the City Code.

Section 17. Public Records.

17.1 ACKNOWLEDGMENT OF PUBLIC RECORDS LAW. Franchisee acknowledges that information submitted to the City is open to public inspection and copying under Nevada Public Record Law, Chapter 239 of the Nevada Revised Statutes.

17.2 IDENTIFYING CONFIDENTIAL RECORDS. Franchisee may identify information, such as trade secrets, proprietary financial records, customer information or technical information, submitted to the City as confidential. Franchisee shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the City. The City shall treat any information so marked as confidential until the City receives any request for disclosure of such information. Within five (5) working days of receiving any such request, the City shall provide Franchisee with written notice of the request, including a copy of the request. Franchisee shall have five (5) working days within which to provide a written response to the City before the City may disclose any of the requested confidential information. The City retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable laws.

Section 18. Records of Installation and Planning.

18.1 POTENTIAL IMPROVEMENTS. Upon the City's reasonable request, Franchisee shall provide to the City copies of any plans prepared by Franchisee for potential improvements, relocations and conversions of its Facilities within the Franchise Area; provided, however, any such plans so submitted shall be for

informational purposes only and shall not obligate Franchisee to undertake any specific improvements within the Franchise Area.

- 18.2 "AS-BUILT" DRAWINGS.** The City may inspect Franchisee's drawings and maps at Franchisee's offices upon reasonable notice. At no cost to the City, Franchisee shall supply the City with a set of "as-built" drawings of its Facilities related to public works projects. Additional "as-built" drawings of other Facilities shall be provided to the City for its use as the Parties reasonably agree. The drawings shall be submitted in the Franchisee's standard format and may be delivered in either paper or electronic form at the discretion of the Franchisee. Such additional drawings remain the property of Franchisee and are to be held confidential for public safety and security concerns, are for the internal use of the City, and shall not be provided to third parties unless the third party is working for the City on related matters and the third party signs a confidentiality and non-disclosure agreement, subject to the requirements of public records disclosure laws.
- 18.3 LOCATION DRAWINGS.** Upon the City's request, Franchisee shall provide to the City copies of available drawings in use by Franchisee showing the location of its Facilities at specific locations within the Franchise Area. As to any such drawings so provided, Franchisee does not warrant the accuracy thereof and, to the extent the locations of Facilities are shown, such Facilities are shown in their approximate location.
- 18.4 VOLTAGE INFORMATION.** Upon the City's request, Franchisee shall provide to the City records, drawings and any other information reasonably requested by the City concerning the voltage capacities and usage of all of Franchisee's Facilities.
- 18.5 PUBLIC WORK PROJECTS.** Upon the City's request, in connection with the design of any public works project, Franchisee shall verify the location of its underground Facilities within the Franchise Area in accordance with the requirements of applicable law, and may, in the City's discretion, excavate (e.g. pothole) to locate such Facilities, at no expense to the City, except where required by PUCN tariffs. In the event Franchisee performs such excavation, the City shall not require any restoration of the disturbed area in excess of restoration to the same condition as existed immediately prior to the excavation.
- 18.6 USE OF DRAWINGS.** Any drawings and/or information concerning the location of Franchisee's Facilities provided by Franchisee shall be used by the City solely for management of the Franchise Area, exercising due care for Franchisee's safety and security concerns.
- 18.7 REQUIREMENT TO DISCLOSE LOCATION OF UTILITY FACILITIES.** Notwithstanding the foregoing, nothing in this Section 18 is intended (nor shall be construed) to relieve either party of its respective obligations arising under applicable law with respect to determining the location of utility facilities.

Section 19. Service Interruption.

Whenever it is necessary to shut off or interrupt services for the purposes of installing, maintaining, or using any of its Facilities, Franchisee shall do so at such time as will cause the least amount of inconvenience to its customers, and unless such interruption is unforeseen and immediately necessary, it shall comply with all requirements set by the PUCN regarding service interruptions, including, if applicable, notice to its customers.

Section 20. Right of Acquisition.

This Agreement shall not in any way or to any extent impair or affect the right of the City to acquire the property of Franchisee, either by purchase or through the exercise of eminent domain, and nothing herein contained shall be construed to contract away, modify, or abridge the City's right to exercise the power of eminent domain.

Section 21. Transfers and Assignments.

The following conditions for transfer or assignment of this Agreement and the Franchise shall apply:

- (A) Franchisee must give written notice to the City of its intent to sell, transfer, assign, lease or otherwise dispose of, in whole or in part, voluntary or involuntary, any of the rights, privileges, permission, or authority granted pursuant to the provisions of this Agreement.
- (B) The intended buyer, transferee, assignee or lessee must hold a valid, unexpired City business license and furnish the same information required of other franchise applicants pursuant to the City Charter and City Code.
- (C) If Franchisee holds a certificate of convenience and necessity issued by the PUCN, and transfer or assignment of its certificate of public convenience and necessity has been approved by the PUCN, the Franchise may be transferred or assigned to the same person to whom the certificate of public convenience and necessity was transferred or assigned, or to such other person as approved by the PUCN, without the prior approval of the City Council, except that the transferee or assignee must obtain a valid City business license pursuant to the City Code within thirty (30) days of the transfer or assignment, and Franchisee and its transferee or assignee must provide a notarized document to the City Manager acknowledging the transfer or assignment and the assumption by the transferee or assignee of all terms and conditions of this Agreement, including all obligations and/or defaults under this Agreement occurring prior to the transfer (whether known or unknown), signed by Franchisee's and its transferee's or assignee's respective officers duly authorized to do so, on a form approved by the City Manager.

Section 22. Violation; Default; Remedies; Liquidated Damages.

- 22.1 VIOLATION.** This Franchise is granted upon each and every condition herein, and each of the conditions is a material and essential condition to the granting of this Franchise. Except for causes beyond the reasonable control of Franchisee, if Franchisee fails to comply with any of the conditions and obligations imposed hereunder the City shall deliver to Franchisee a reasonably detailed written notice describing the violation on the part of the Franchisee. If Franchisee fails to correct such defect within thirty (30) days, the City shall have the right to terminate this Agreement, in addition to any other rights or remedies set forth in this Agreement or provided by law.
- 22.2 CONDITIONS BEYOND REASONABLE CONTROL OF FRANCHISEE.** If the nature of the violation is such that it cannot be fully cured within thirty (30) days, the period of time for Franchisee to cure the violation is extended for such additional time reasonably necessary to complete the cure, provided that: (1) Franchisee promptly begins its efforts to cure, and (2) Franchisee diligently pursues its efforts to cure.
- 22.3 LIQUIDATED DAMAGES.** If a violation has not been cured within the time allowed under Subsections 22.1 or 22.2, Franchisee shall be liable for liquidated damages as follows:
- (a) Failure to comply with the City's requirements concerning the usage of the City's Rights-of-Way: FIVE HUNDRED DOLLARS (\$500.00) per day, and for each day such failure continues.
 - (b) Failure to comply with any other provisions of this Agreement, including but not limited to failure to promptly provide data, documents, reports or information to the City, or to provide insurance or security for the performance of Franchisee's obligations hereunder: TWO HUNDRED AND FIFTY DOLLARS (\$250.00) per day, and for each day such failure continues.
- 22.4 NOT EXCLUSIVE REMEDY.** No provision in this Agreement made for the purpose of securing enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies herein provided are deemed to be cumulative.
- 22.5 WAIVER.** The City reserves the right to waive any specific breach of the terms and conditions imposed by this Agreement, and such waiver shall not be deemed to be continuous with respect to any future breaches on the part of Franchisee.
- 22.6 DENIAL OF PERMITS.** When in default of this Agreement, Franchisee may be denied further encroachment, excavation or similar permits until such time as Franchisee comes in compliance.

Section 23. Indemnification and Hold Harmless.

- 23.1 INDEMNIFY / DEFEND / HOLD HARMLESS.** Franchisee, for itself and its agents, employees, subcontractors, and the agents and employees of any subcontractors, shall, at its own expense and throughout the term of this Agreement, indemnify, defend, and hold harmless the City, and any of its elected or appointed officers and employees, from any and all claims, demands, actions, damages, decrees, judgments, attorney fees, costs, and expenses which the City, or such elected or appointed officers or employees, may suffer, or which may be recovered from, or obtainable against the City, or such elected or appointed officers or employees, as a result of, by reason of, or arising out of the installation, use, or maintenance by Franchisee of its Electrical Distribution System, or the exercise by Franchisee of any or all of the rights, privileges, permission, and authority conferred herein, or as a result of any alleged act or omission on the part of Franchisee in performing or failing to perform any of its obligations under this Agreement. Franchisee is not, however, liable and is not required to indemnify or hold harmless the City for any damages caused by the negligence of any agents, servants and/or employees of the City.
- 23.2 RISKS ASSOCIATED WITH OPERATION OF FRANCHISEE'S FACILITIES / LIABILITY LIMITS.** Franchisee shall assume all risks in its operations of Facilities and shall be solely responsible and answerable for any and all injuries to persons or property arising out of the existence or performance of this Agreement. The amounts and types of required insurance coverages, as set forth in this Agreement, shall in no way be construed as limiting the scope of indemnity or liability set forth in this Section.
- 23.3 RECOURSE FOR LOSS.** Franchisee shall have no recourse whatsoever against the City for any loss, cost, expense, or damage arising out of the enforcement or lack of enforcement of any provision or requirement of the City Code or this Agreement.
- 23.4 DAMAGES RELATED TO UNTIMELY REMOVAL / RELOCATION.** Franchisee shall indemnify, hold harmless, and defend the City, its elected or appointed officers and employees from claims for damages asserted by third parties against the City, including but not limited to costs, expenses, fees, and the actual amount of damage asserted by third parties, arising from delays of reconstruction, removal, or relocation work of Franchisee, beyond the time period provided for completion of such work by this Agreement.
- 23.5 NOTICE OF CLAIM / TERMINATION OF CLAIM.** In the event a claim against Franchisee and the City is received first by the City, the City will promptly notify Franchisee of such claim. The parties will fully cooperate with each other in defense of such claim. The City will not settle or otherwise compromise any claim covered by Franchisee's indemnity without Franchisee's written consent. Any claim against the City which is covered by this Section which is settled or compromised by Franchisee shall contain written provisions in

such settlement or compromise terminating with prejudice such claim against the City.

23.6 The following procedures shall apply to all claims for indemnification under this Section 23.

- (a) If the City receives notice of or otherwise has actual knowledge of a claim which it believes is within the scope of indemnification owed to it under this Section 23 by Franchisee, it shall by writing as soon as practicable:
 - (i) Inform the Franchisee of such claim;
 - (ii) Send to Franchisee a copy of all written materials the City has received asserting such claims; and
 - (iii) Notify Franchisee that either (1) the defense of such claims is being tendered to the Franchisee or (2) the City has elected to conduct its own defense for a reason set forth in Subsection 23.6 (e) below.
- (b) If the insurer under any applicable insurance policy accepts tender of defense, the Franchisee and the City shall cooperate in the defense as required by the insurance policy. If no defense is provided by insurers under potentially applicable insurance policies, then Subsections 23.6 (c), (d), (e) and (f) below shall apply.
- (c) If the defense is tendered to the Franchisee, it shall within 45 days of said tender deliver to the City a written notice stating that the Franchisee:
 - (i) Accepts the tender of defense and confirms that the claims are subject to full indemnification hereunder without any "reservation of rights" to deny or disclaim full indemnification thereafter;
 - (ii) Accepts the tender of defense but with a "reservation of rights" in whole or in part; or
 - (iii) Rejects the tender of defense if it reasonably determines it is not required to indemnify against the claims under this Section 23.

If such notice is not delivered within such 45 days, the tender of defense shall be deemed rejected.

- (d) If the City gives notice under Subsection 23.6 (a)(iii)(1) above, the Franchisee shall have the right to select legal counsel for the City, and the Franchisee shall otherwise control the defense of such claims, including settlement, and bear the fees and costs of defending and settling such claims. During such defense:

- (i) The Franchisee shall at the Franchisee's expense, fully and regularly inform the City of the progress of the defense and of any settlement discussions; and
 - (ii) The City shall, at the Franchisee's expense, (1) fully cooperate in said defense, (2) provide to the Franchisee all materials and access to personnel it requests as necessary for defense, preparation and trial and which or who are under the control of or reasonably available to the City, and (3) maintain the confidentiality of all communications between it and the Franchisee concerning such defense.
- (e) City shall be entitled to select its own legal counsel and otherwise control the defense of such claims if:
- (i) The defense is tendered to the Franchisee and it refuses the tender of defense, or fails to accept such tender within 45 days, or reserves any right to deny or disclaim such full indemnification thereafter; or
 - (ii) City, at the time it gives notice of the claims or at any time thereafter, reasonably determines that (1) a conflict exists between it and the Franchisee which prevents or potentially prevents the Franchisee from presenting a full and effective defense, (2) the Franchisee is otherwise not providing an effective defense in connection with the claims or (3) the Franchisee lacks the financial capacity to satisfy potential liability or to provide an effective defense.
 - (iii) City may assume its own defense pursuant to this Subsection 23.6 (e) by delivering to the Franchisee written notice of such election and the reasons therefor. A refusal of, or failure to accept, a tender of defense may be treated by City as claims against the Franchisee.
- (f) If City is entitled and elects to conduct its own defense pursuant hereto, all reasonable costs and expenses it incurs in investigating and defending claims for which it is entitled to indemnification hereunder shall be reimbursed by the Franchisee on a current basis. In the event the City is entitled to and elects to conduct its own defense, then it shall have the right to settle or compromise the claims with the Franchisee's prior written consent, which shall not be unreasonably withheld or delayed, or with approval of the court, and with the full benefit of the Franchisee's indemnity.

Section 24. Insurance.

- 24.1 SECURING AND MAINTAINING INSURANCE.** Franchisee shall procure and maintain for the duration of the Franchise insurance against all claims for injuries

to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Franchisee, its agents, representatives or employees.

24.2 PROOF OF INSURANCE / POLICY LIMITS. Franchisee shall provide evidence of an insurance certificate, together with an endorsement naming the City, its elected and appointed officers and employees as additional insureds, to the City for its inspection prior to the commencement of any work or installation of any Facilities pursuant to this Agreement or not later than ten (10) days after approval of this Agreement by the City Council, whichever comes sooner, and such insurance certificate shall evidence the following minimum coverages:

- (a) General liability insurance, with minimum limits of FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence, which includes coverage for products liability, completed operations, blanket contractual liability and broad form property damage, including but not limited to coverage for explosion, collapse and underground hazard;
- (b) Automobile liability insurance, with a minimum combined single limit occurrence of FIVE MILLION DOLLARS (\$5,000,000.00), and which includes coverage for non-owned and hired automobile liability. Automobile liability insurance may be included as part of the general liability insurance; and
- (c) Workers' compensation insurance in accordance with NRS Chapters 616A, 616B, 616C, 616D and 617.

24.3 SINGLE PRIMARY / UMBRELLA POLICY. The minimum limits may be provided for through a single primary insurance policy providing such coverage or through addition of an umbrella policy written in excess of the general liability and automobile liability policies.

24.4 CERTIFICATE OF INSURANCE REQUIREMENTS. Any certificate of insurance required by this Section 24 shall provide that:

"The described policies and coverages in this certificate will not be canceled or modified before the expiration date thereof, without the issuing company giving sixty (60) days written notice to the certificate holder and those named as additional insureds."

In the event of said cancellation, modification or intent not to renew, Franchisee shall obtain and furnish to the City evidence of replacement insurance policies meeting the requirements of this Section 24 by the cancellation or modification date.

24.5 CLAIMS-MADE FORM. If insurance coverage is obtained on a claims-made form, Franchisee shall provide proof of coverage for "prior acts" and proof of coverage for claims reported within two years of any occurrence.

- 24.6 POLICY LIMIT INCREASES.** The insurance policy limits required by this Section 24 shall be adjusted every five (5) years after the Effective Date of this Agreement based upon the percentage of change in the CPI-U. Policy limits changes shall be effective as of July 1 following the fifth, tenth, and fifteenth anniversary dates of this Agreement, and shall be based upon the percentage change in the CPI-U for the preceding five calendar years.
- 24.7 COMPLIANCE WITH STATE REQUIREMENTS.** All primary and excess insurance obtained for meeting the requirements of this Section 24 must be provided in compliance with NRS Title 57, and any commercial insurance carrier providing any required coverage must have an A.M. Best rating of A-VII or higher.

Section 25. Security for Performance.

- 25.1 CASH DEPOSIT / PLEDGE OF CERTIFICATE OF DEPOSIT / LETTER OF CREDIT / PERFORMANCE BOND.** No later than ten (10) days after approval of this Agreement by the City Council, Franchisee, as security for compliance with the terms of this Agreement and applicable City Code provisions, shall provide security to the City in the form of either cash deposited with the City Manager, or an irrevocable pledge of certificate of deposit, an irrevocable letter of credit, or a performance bond, payable in each instance to the City, in an amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), to remain in full force and effect for the term of this Agreement, any or all of which may be claimed by the City as payment for fees, liquidated damages and penalties, and to recover losses resulting to the City from Franchisee's failure to perform its duties pursuant to this Agreement.
- 25.2 BOND CONDITIONS.** If bonds are used to satisfy these security requirements, they shall be in accordance with the following:
- (a) All bonds shall, in addition to all other costs, provide for payment of reasonable attorneys' fees.
 - (b) All bonds shall be issued by a surety company authorized to do business in the State of Nevada, and which is listed in the U.S. Department of the Treasury Fiscal Service (Department Circular 570, Current Revision): companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.
 - (c) Franchisee shall require the attorney-in-fact who executes the bonds on behalf of the surety to affix thereto a certified and current copy of his or her power of attorney.
 - (d) All bonds shall guarantee the performance of all of Franchisee's obligations under this Agreement and all applicable laws.

25.3 REPLENISH SECURITY. If at any time the City draws upon such performance security, Franchisee shall within thirty (30) days of notice from the City replenish such performance security to the original minimum amount required by this Section 25.

25.4 ADJUSTMENT OF BOND AMOUNT. The bond amount required by this Section 25 shall be adjusted every five (5) years after the Effective Date of this Agreement based upon the percentage of change in the CPI-U. Bond amount changes shall be effective as of July 1 following the fifth, tenth, and fifteenth anniversary dates of this Agreement, and shall be based upon the percentage change in the CPI-U for the preceding five calendar years.

Section 26. Accounts; Records; Reports; Investigations; Late Payment Penalty.

26.1 RECORD KEEPING. Franchisee shall at all times maintain complete and accurate books of account and records regarding Franchisee and operation of its System, including, without limitation, chart of accounts, account summary detail, books of account and records adequate to enable Franchisee to demonstrate that at all times it has been in compliance with the Franchise Agreement. The City shall have the right to inspect, copy and audit the following at any time during normal business hours, and after giving reasonable advance notice of not less than fifteen (15) business days, at Franchisee's office in the greater Las Vegas Valley: all books, receipts, as-built maps, financial statements, contracts, records of requests for service, computer records, legends, or any other records used in the normal course of business and disks or other storage media and other like material which are appropriate in order to monitor compliance with the terms of this Agreement. This includes not only the books and records of Franchisee, but any books and records, to the extent such books or records relate to a larger system of Franchisee's affiliates, and upon a showing by the City that such affiliates' records are necessary to monitor compliance with this Agreement. Franchisee is responsible for collecting the information and producing it at the location specified above, and by accepting this Franchise it affirms that it can and will do so. Franchisee may request that the inspection take place at some other location, provided that: (1) Franchisee must make necessary arrangements for copying documents selected by the City after review; (2) Franchisee must pay all travel and additional copying expenses incurred by the City in inspecting those documents or having those documents inspected by its designee; (3) Franchisee shall maintain financial records that allow analysis and review of its Gross Revenue within the Franchise Area; and (4) access to Franchisee's records shall not be denied by Franchisee for any reason, including alleged proprietary information.

26.2 GROSS REVENUE REPORTS. Franchisee shall submit quarterly reports of Gross Revenue in such form as may be agreed to by City and Franchisee. Franchisee agrees to cooperate with City to develop such reporting forms in such formats as will provide the City with usable information regarding usage and revenue trends and patterns, and that do not require Franchisee to incur an unreasonable level of expenses to develop and implement.

- 26.3 RECORD RETENTION.** Franchisee shall maintain such records as required by NRS 364.210 and keep said records once an audit is commenced until completion of the audit.
- 26.4 RECORD REQUESTS BY CITY.** Franchisee shall provide records within fifteen (15) business days of a request by the City for production of the same unless the City agrees to additional time. Failure to provide records in a timely manner shall subject Franchisee to liquidated damages under Section 22. If any person other than Franchisee maintains records on Franchisee's behalf, Franchisee shall be responsible for making such records available to the City for auditing purposes pursuant to this Section.
- 26.5 AUDIT EXPENSE / ADDITIONAL PAYMENTS BASED ON AUDIT FINDINGS.** The City's audit expenses shall be borne by the City unless the audit discloses an underpayment in excess of five percent (5%) of the amount paid during the audit period, in which case the costs of the audit shall be borne by Franchisee as a cost incidental to the enforcement of the Franchise. The City may recompute any amounts determined to be payable under this Agreement based on this audit findings. Any additional amount due to the City shall be paid within thirty (30) days following written notice to Franchisee by the City, and such delinquent amount shall be subject to a penalty of 2% simple interest a month on the unpaid balance, computed from the date the fees were due. Penalties and interest shall not be included in the determination of responsibility for audit costs.
- 26.6 CITY'S REQUEST FOR ADDITIONAL INFORMATION.** The City may require such additional information, records, and documents from Franchisee from time to time as are appropriate and reasonable in order to monitor compliance with the terms of this Agreement.

Section 27. Conservation.

The City and Franchisee mutually recognize the desirability of and the benefits that accrue to the citizens of the City from the wise, efficient use of electrical energy. The City and Franchisee therefore agree to work cooperatively for greater energy efficiency within the City for City facilities and for the citizens of the City. Franchisee will work with the City to support the City's Green Building Program and to make available to the City all conservation, renewable energy, and distributed energy programs offered by Franchisee, subject to available budgets and on a non-preferential basis, for City facilities. The City will cooperatively work with Franchisee to promote the benefits of Franchisee's conservation, renewable energy, and distributed energy programs to the citizens of the City.

Section 28. Severability.

If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the

remaining portions hereof, which other portions shall continue in full force and effect. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the parties and shall thereafter be binding on Franchisee and the City. If the terms of this Agreement are materially altered due to changes in or rulings regarding governing law, then the parties agree to negotiate in good faith to amend this Agreement so as to restore the original intent of Franchisee and City and preserve the benefits bargained for by each party.

Section 29. No Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the City with respect to third parties shall remain as imposed by Nevada law.

Section 30. Effect of Compliance Inspections.

Any inspections or subsequent approvals undertaken by the City pursuant to this Agreement are undertaken solely to ensure compliance with this Agreement and are not undertaken for the safety or other benefit of any individual or group of individuals as members of the public. Provisions of the City Code dealing with inspection or approval by the City do not expand the City's general law duties, nor does any inspection or approval by the City reduce or eliminate any liability of Franchisee.

Section 31. Notice to the Parties.

Unless otherwise expressly stated herein, all notices shall be in writing and shall be sufficiently given and served upon the other party by personal service or by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

FRANCHISING AUTHORITY:

City of Las Vegas
City Manager's Office
400 Stewart Avenue, 8th Floor
Las Vegas, NV 89101

With Copy to:

City of Las Vegas
City Attorney's Office
400 Stewart Avenue, 9th Floor
Las Vegas, NV 89101

FRANCHISEE:

Nevada Power Company
P. O. Box 98910
Attn: Governmental Affairs MS29
Las Vegas, Nevada 89151-0001

Section 32. Force Majeure.

The time within which Franchisee shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days performance is delayed due to force majeure, and Franchisee shall not be subject to any penalty hereunder because of acts or failure to act due to force majeure. The term force majeure shall mean delays due to acts of God, fire, unavoidable casualty, construction delays due to weather, failure of suppliers, or for other similar causes beyond the control of Franchisee, but does not include civil disturbances.

Section 33. Construction of Agreement.

The terms and provisions of this Agreement shall not be construed strictly in favor of or against either party, regardless of which party drafted any of its provisions. This Agreement shall be construed in accordance with the fair meaning of its terms.

Section 34. Regulation of Rates and Service.

Franchisee shall maintain and operate its Facilities and render efficient service in accordance with the rates, rules, tariffs, and regulations prescribed by the PUCN.

Section 35. Franchise Has No Monetary Value.

The acceptance of the Franchise granted herein shall be deemed to be an arrangement on the part of Franchisee to place no monetary value upon the Franchise in the event that any property of Franchisee is obtained by the City through legal right of condemnation or by other legal means.

Section 36. Law Governing.

This Agreement and the Franchise granted herein will be governed by the laws of the State of Nevada with respect to both their interpretation and performance.

Section 37. Binding Effect.

All of the rights and obligations under this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted transferees and assigns.

Section 38. Compliance with Federal, State and Local Laws / Police Power.

Franchisee shall at all times comply with all applicable federal, state and local laws, rules and regulations, including all ordinances, rules or regulations adopted in the future by the City.

Section 39. Transfer of Authority by City Council.

Any right or power in, or duty impressed upon any officer or employee of the City by virtue of this Agreement shall be subject to transfer by the City Council to any other officer or employee of the City.

Section 40. Section and Paragraph Headings.

The headings of the sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

Section 41. Survival of Provisions.

All provisions, conditions and requirements of this Agreement that may be reasonably construed to survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including, but not limited to, all of Franchisee's indemnification obligations under Section 23 of this Agreement.

Section 42. Time of the Essence.

The parties agree that time is of the essence with regard to the performance of Franchisee's obligations under this Agreement.

Section 43. Gifts.

No officer or employee of Franchisee shall offer to any officer or employee of the City, either directly or indirectly, any rebate, contribution, gift, money, service without charge, or other thing of value whatsoever, unless permitted by law and given with the consent and approval of the City, except where given for the use and benefit of the City. The provisions of this Section 43 requiring consent and approval of the City does not apply to campaign contributions.

Section 44. Additional Representations and Warranties.

In addition to the representations, warranties, and covenants of Franchisee to the City set forth elsewhere herein, Franchisee represents and warrants to the City and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examinations made by or on behalf of the City) that as of the Effective Date of this Agreement:

- (A) Franchisee is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and is duly authorized to do business in the State of Nevada and in the Franchise Area.
- (B) Franchisee is in substantial compliance with all laws, ordinances, decrees and governmental rules and regulations applicable to the System and has obtained all

government licenses, permits, and authorizations necessary for the operation and maintenance of the Facilities.

Section 45. Disclosure of Principals.

Pursuant to Resolution R-79-99 adopted by the City Council effective October 1, 1999, and amendments thereto by the City Council on November 17, 1999, Franchisee warrants that it has disclosed, on the form attached hereto as Exhibit A, all principals, including partners, of Franchisee, as well as all persons and entities holding more than 1% interest in Franchisee or any principal of Franchisee. If Franchisee, principals, or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchanges Commission (SEC) or the Employee Retirement Income Security Act ("ERISA")), and attaches current copies of such federal disclosures to Exhibit A, the requirement of this Section shall be satisfied. Throughout the term hereof, Franchisee shall within ten (10) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within ten (10) days of any such filing.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the Effective Date set forth in Section 2.

CITY OF LAS VEGAS, NEVADA,
a municipal corporation,

by: _____
Oscar B. Goodman, Mayor

ATTEST:

City Clerk

Approved as to form:

Fanny C. Bettio 12-12-06
Date

NEVADA POWER COMPANY,
a Nevada corporation,

by: Jeff Ceccarelli
Jeff Ceccarelli, Corporate Senior Vice
President, Service Delivery and Operations

Approved as to form:

Dan C. Brown 12/12/06
Date

Exhibit "A"**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS****1. Definitions**

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
Name	Nevada Power Company
Address	6226 W. Sahara Ave. Las Vegas, NV 89146
Telephone	702-367-5000
EIN or DUNS	00-697-1006

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement:	
Utility Franchise Agreement	
RFP #	

Block 3	<u>Type of Business</u>		
☐ Individual	☐ Partnership	☐ Limited Liability Company	☒ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS **(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
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 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

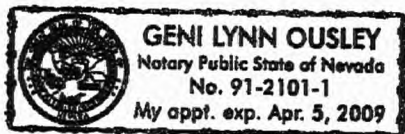
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Security Act), a copy of such 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.

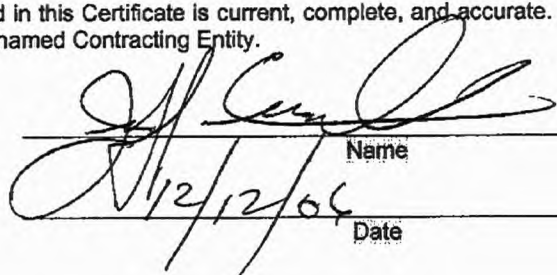
Name of Attached Document: 2005 Sierra Pacific Resources Form 10-K (see pgs. 3, 188-190)

Date of Attached Document: March 6, 2006

EP 12-12-06

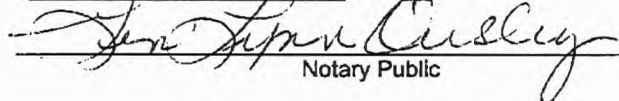
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.




 Name _____
 Date 12/12/06

Subscribed and sworn to before me this 12 day of

December, 2006.


 Notary Public

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-K

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15 (d) OF
THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2005

Commission File Number	Registrant, Address of Principal Executive Offices and Telephone Number	I.R.S. Employer Identification Number	State of Incorporation
1-08788	SIERRA PACIFIC RESOURCES P.O. Box 30150 (6100 Neil Road) Reno, Nevada 89520-3150 (89511) (775) 834-4011	88-0198358	Nevada
2-28348	NEVADA POWER COMPANY 6226 West Sahara Avenue Las Vegas, Nevada 89146 (702) 367-5000	88-0420104	Nevada
0-00508	SIERRA PACIFIC POWER COMPANY P.O. Box 10100 (6100 Neil Road) Reno, Nevada 89520-0024 (89511) (775) 834-4011	88-0044418	Nevada

(Title of each class)

(Name of exchange on which registered)

Securities registered pursuant to Section 12(b) of the Act:

Securities of Sierra Pacific Resources:

Common Stock, \$1.00 par value

7.803% Senior Notes Due 2012

New York Stock Exchange

New York Stock Exchange

Securities of Nevada Power Company and subsidiaries:

8.2% Cumulative Quarterly Income

Preferred Securities, Series A, issued by NVP Capital I

7³/₄% Cumulative Quarterly Trust Issued

Preferred Securities, issued by NVP Capital III

New York Stock Exchange

New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

Securities of Sierra Pacific Power Company:

Class A Preferred Stock, Series I, \$25 stated value

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act:

Sierra Pacific Resources Yes ☒ No ☐ Nevada Power Company Yes ☐ No ☒ Sierra Pacific Power Company Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether each of the registrants (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrants' knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether any registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. (See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act).

Sierra Pacific Resources: Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐

Nevada Power Company: Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☒

Sierra Pacific Power Company: Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒ (Response applicable to all registrants)

State the aggregate market value of Sierra Pacific Resources' common stock held by non-affiliates. As of June 30, 2005: \$ 1,458,239,815

Indicate the number of shares outstanding of each of the issuer's classes of Common Stock, as of the latest practicable date.

Common Stock, \$1.00 par value, of Sierra Pacific Resources outstanding at March 1, 2006: 200,879,752 Shares

Sierra Pacific Resources is the sole holder of the 1,000 shares of outstanding Common Stock, \$1.00 stated value, of Nevada Power Company.

Sierra Pacific Resources is the sole holder of the 1,000 shares of outstanding Common Stock, \$3.75 par value, of Sierra Pacific Power Company.

DOCUMENTS INCORPORATED BY REFERENCE:

Portions of Sierra Pacific Resources' definitive proxy statement to be filed in connection with the annual meeting of shareholders, to be held May 1, 2006, are incorporated by reference into Part III hereof.

This combined Annual Report on Form 10-K is separately filed by Sierra Pacific Resources, Nevada Power Company and Sierra Pacific Power Company. Information contained in this document relating to Nevada Power Company is filed by Sierra Pacific Resources and separately by Nevada Power Company on its own behalf. Nevada Power Company makes no representation as to information relating to Sierra Pacific Resources or its subsidiaries, except as it may relate to Nevada Power Company.

Information contained in this document relating to Sierra Pacific Power Company is filed by Sierra Pacific Resources and separately by Sierra Pacific Power Company on its own behalf. Sierra Pacific Power Company makes no representation as to information relating to Sierra Pacific Resources or its subsidiaries, except as it may relate to Sierra Pacific Power Company.

FORWARD LOOKING STATEMENTS

The discussion of forward looking statements in Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, is incorporated herein by reference.

PART I

ITEM 1. BUSINESS

SIERRA PACIFIC RESOURCES

Sierra Pacific Resources (SPR) is an investor-owned holding company that was incorporated under Nevada law on December 12, 1983. The company's stock is traded on the New York Stock Exchange under the symbol "SRP". SPR's mailing address is P.O. Box 30150 (6100 Neil Road), Reno, Nevada 89520-3150 (89511).

SPR has six primary, wholly-owned subsidiaries: Nevada Power Company (NPC), Sierra Pacific Power Company (SPPC), Tuscarora Gas Pipeline Company (TGPC), Sierra Pacific Communications (SPC), Sierra Pacific Energy Company (SPE), and Lands of Sierra (LOS). References to SPR refer to the consolidated entity, except where the context provides otherwise. NPC and SPPC are referred to collectively in this report as the "Utilities."

The Utilities operate three regulated business segments, as defined by FASB Statement No. 131, *Disclosure about Segments of an Enterprise and Related Information*: NPC electric; SPPC electric; and SPPC natural gas service. Electric service is provided to Las Vegas and surrounding Clark County, northern Nevada and the Lake Tahoe area of California. Natural gas services are provided in the Reno-Sparks area of Nevada. The Utilities are the major contributors to SPR's financial position and results of operations. Other subsidiaries either do not meet or are below the quantitative threshold for separate segment disclosure and are combined under "all other" in the following pages. Parenthetical references are included after each major section title to identify the specific entity or entities addressed in the section. See Note 2, Segment Information of the Notes to Financial Statements, for further discussion.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

(a) Directors

The following is a listing of all the current directors of SPR, NPC, and SPPC, and their ages. There are no family relationships among them. Directors serve three-year terms with three (or four) terms of office expiring at each Annual Meeting, or until their successors have been elected and qualified.

Directors whose terms expire in 2006:

Mary Lee Coleman, 69

President of Coleman Enterprises, a developer of shopping centers and industrial parks. She is also a director of First Dental Health, Inc.. Ms. Coleman has served as a Director of NPC since 1980, and was elected a Director of SPR and SPPC in July 1999.

Theodore J. Day, 56

Chairman of Dacole Company, an investment firm, and President of Nevada Superior, Inc., a mining company. Formerly Senior Partner of Hale, Day, Gallagher Company, a real estate brokerage and investment firm. Mr. Day has served as a Director of SPPC since 1986, of SPR since 1987, and was elected a Director of NPC in July 1999. He is also a Director of the W.M. Keck Foundation, the W.K. Day Foundation, the Boy Scouts of America, Nevada Area Council, the Reno Air Race Association, Sierra Nevada College, Western Exploration and Development, Ltd., and the National Cowboy and Western Heritage Museum.

Jerry E. Herbst, 68

Chief Executive Officer of Terrible Herbst, Inc., a gasoline retail company, since 1968. Mr. Herbst has served as a Director of NPC since 1990, and was elected a Director of SPR and SPPC in July 1999.

Donald D. Snyder, 58

Mr. Snyder retired in March 2005, as President of Boyd Gaming, a gaming entertainment company. Previously, he was Chairman and CEO of First Interstate Bank of Nevada from 1987 to 1991. He is Chairman of the Las Vegas Performing Arts Center Foundation and Fremont Street Experience LLC. He is Director of BankWest of Nevada, Western Alliance Bancorporation, Cashms, Inc., Nathan Adelson Hospice, the Nevada Development Authority, University of Nevada Las Vegas Foundation, and Tournament Players Club at Summerlin. Mr. Snyder was elected a Director of SPR, SPPC and NPC in November, 2005.

Directors whose terms expire in 2007:

James R. Donnelley, 70

Partner, Stet and Query, Ltd., a family-owned investment company, since June 2000. He retired from R.R. Donnelley & Sons Company in June 2000, where he served as Vice Chairman of the Board from July 1990 to June 2000 and as a Director from 1976 to May 2005. He is also a Director of PMP Limited, and Chairman of National Merit Scholarship Corporation. Mr. Donnelley has served as a Director of SPR since 1987, of SPPC since 1992, and was elected a Director of NPC in July 1999.

Walter M. Higgins, 61

Chairman, President and Chief Executive Officer of SPR and Director and Chief Executive Officer of NPC and SPPC since August 2000. Mr. Higgins served as Chairman, President and Chief Executive Officer of AGL Resources, Inc., from January 1998 to August 2000. He is also a director of AEGIS Insurance Services, Inc., Edison Electric Institute, American Gas Institute, Desert Research Institute Foundation Board, Western Energy Institute and several not-for-profit organizations.

John F. O'Reilly, 60

Chairman and Chief Executive Officer of the law firm of O'Reilly Law Group LLC and John F. O'Reilly, APC, Chairman and an Officer and/or a Board member of various family-owned business entities and related investments and businesses. He serves as a Director of the Community Board of Wells Fargo Bank Nevada, N.A., Director of Herbst Gaming, Inc., UNLV Foundation, Nevada Development Authority, Advisory Board of Boys and Girls Clubs of Las Vegas, a member of the Las Vegas Chamber of

Commerce Government Affairs Committee, and is involved in various other capacities in other not-for-profit organizations, including Vision 2020, on which he serves as Chairman/CEO and Board member.

Directors whose terms expire in 2008:

Joseph B. Anderson, Jr., 63

Chairman and CEO of TAG Holdings, LLC. Mr. Anderson is on the Board of Rite Aid Corporation, Quaker Chemical Corporation and ArvinMeritor, Inc., the Board of Governors of the Center for Creative Leadership, and the Board of Trustees for the National Recreation Foundation. He is Director of the Original Equipment Suppliers Association and Director of the Society of Automotive Engineers Foundation. Mr. Anderson was elected as a Director of SPR, SPPC and NPC in February 2005.

Krestine M. Corbin, 68

President and Chief Executive Officer of Sierra Machinery, Incorporated, a machine tool manufacturing company, since 1984 and a director of that company since 1980. Ms. Corbin has served as a Director of SPR since 1989, of SPPC since 1992, and was elected a Director of NPC in July 1999.

Philip G. Satre, 56

Mr. Satre retired January 1, 2005, as Chairman of the Board, Harrah's Entertainment, Inc., a gaming entertainment company. Previously he was CEO of Harrah's Entertainment from 1993 to 2003. He is a Director of the National Center for Responsible Gaming, the Nevada Cancer Institute, TABCORP Holdings Limited (Australia), Nordstrom, Inc., and Rite Aid Corporation. He is a Trustee of Stanford University, The National D-Day Museum Foundation and the UC Davis School of Law Alumni Association Board. Mr. Satre was elected as a Director of SPR, SPPC, and NPC in January 2005.

Clyde T. Turner, 68

Owner and Manager of Turner Investments, a general-purpose investment company, Global Trust Ventures, LLC and Global Trust Ventures Management, LLC, Private Equity Fund and several special-purpose real estate development companies known as Spectrum Companies and TurnKee, Ltd. Mr. Turner is the retired Chairman and Chief Executive Officer of Mandalay Bay Resort & Casino. He was elected a Director of SPR, NPC, and SPPC in November 2001.

Messrs. Day and Higgins are Directors of Tuscarora Gas Pipeline Company; Mr. Higgins is a Director of Lands of Sierra, Inc., Great Basin Energy Company, Sierra Pacific Energy Company, Sierra Pacific Communications, Sierra Water Development Company, Sierra Gas Holdings Company, Piñon Pine Co. LLC, SPPC Funding LLC, and Nevada Electric Investment Co. All of the above-listed companies are subsidiaries of Sierra Pacific Resources, with the exception of Piñon Pine Co. LLC, and SPPC Funding LLC which are subsidiaries of Sierra Pacific Power Company and Nevada Electric Investment Co. which is a subsidiary of Nevada Power Company.

(b) Executive Officers

See Executive Officers of the Registrant immediately following Item 4.

(c) Although all outstanding shares of SPPC's common stock are held by SPR and it is SPR's common stock which is traded on the New York Stock Exchange, SPPC has one series of non-voting preferred stock outstanding and registered under the Securities Exchange Act of 1934 (the Act). As a technical matter, SPPC is thus deemed an "issuer" for purposes of the Act whose officers are required to make filings with respect to beneficial ownership, if any, of those non-voting preferred securities. SPPC's officers, all of whom are currently reporting pursuant to Section 16(a) of the Act with respect to SPR's common stock, have filed reports with respect to SPPC's preferred stock, which reports show no past or current beneficial ownership of such preferred stock.

Section 16(a) Beneficial Ownership Reporting Compliance

Section 16(a) of the Securities Exchange Act of 1934, or the Exchange Act, requires that Directors, officers, and any holders of more than 10% of the Company's common stock file reports with the SEC disclosing ownership of the Company's stock and changes in beneficial ownership. Officers, Directors and 10% stockholders are required by SEC regulations to furnish the Company with copies of all Section 16(a) forms they file.

To SPR's knowledge, based solely on review of the Company's records and written representations by persons required to file these reports, during 2005, all filing requirements under Section 16(a) were complied with in a timely fashion, except that Stephen R. Wood, an officer of SPR, filed on May 6, 2005 a Form 4 for a stock issuance related to restricted stock that had vested, which

report was due on April 8, 2005; each of Roberto R. Denis and Julian C. Leone, officers of the Company, filed on August 11, 2005, a Form 4 for stock issuance related to restricted stock that had vested, which reports were due on July 19, 2005 and June 16, 2005, respectively; each of T.J. Day and Clyde Turner, directors of the Company, filed on February 14, 2006 a Form 5 for stock deemed acquired, which reports were due on June 3, 2005; and each of Carolyn Barbash, Susan Brennan, John Brown, Jeff Ceccarelli, Roberto Denis, Julian Leone, Carol Marin, Donald Shalmy, Mary Simmons, Michael Smart, Stephen R. Wood and Michael Yackira, officers of the Company, filed on February 14, 2006, a Form 4 for options grants; which reports were due on February 9, 2005.

Audit Committee

The Audit Committee consists of the following individuals: Philip Satre, Krestine M. Corbin, Donald Snyder and Clyde T. Turner who are all independent as defined under applicable rules promulgated under the Exchange Act. The Board of Directors of SPR, NPC and SPPC have determined that Audit Committee member Clyde T. Turner is an "audit committee financial expert" as defined by the SEC.

Code of Ethics

SPR, NPC and SPPC have adopted a code of ethics that applies to its Chief Executive Officer, Chief Financial Officer and to its Controller. Printed copies of the code of ethics may be obtained free of charge by writing to SPR's Corporate Secretary at Sierra Pacific Resources, P.O. Box 30150, Reno, NV 89520-3150.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

NEW BILL:

Bill No. 2007-1 - Levies Assessment for Special Improvement District No. 1493 – Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road). Sponsored by: Step Requirement

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$623,643.30

Funding Source: Capital Projects Fund - Special Assessments

Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:

This Bill Levies the Assessment for the installation of pavement, curb and gutter, sidewalks, driveway approaches, water laterals, sewer laterals, and streetlights along Hualapai Way and Alexander Road from Cheyenne Avenue to Cimarron Road.

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. 2007-1

Minutes:

First Reading - Referred - COUNCILMEMBERS TARKANIAN and BROWN

1/16/2007 Recommending Committee

1/17/2007 Council Agenda

BILL NO. 2007-1

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1493 - HUALAPAI WAY/ALEXANDER ROAD (CHEYENNE AVENUE TO CIMARRON ROAD) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF LOCAL IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; REPEALING ORDINANCE NO. 5833; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (the "City Council" and "City," respectively) in the County of Clark and State of Nevada (the "State"), has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1493 - Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road) (the "District"), for the purpose of acquiring and improving local improvements (the "Project") and has provided that a portion of the entire cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of Nevada Revised Statutes ("NRS") Chapter 271; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, in accordance with NRS 271.360, the City Council has heretofore determined, and does hereby declare, that the net cost of the Project (including all necessary incidentals which either have been or will be incurred in connection with the District) is \$10,048,521.80, of which, \$9,424,878.50 is available from other sources and \$623,643.30 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, the City Council, by resolution heretofore adopted and directed the City Engineer of the City (the "City Engineer") to make out a final assessment roll for the District; and

WHEREAS, after a determination of the portion of the costs of such work to be paid by the property specially benefited, the City Council, together with the City Engineer (with the assistance of the City Engineer Division) made out a final assessment roll for the District containing, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, December 20, 2006, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Project, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the City Engineer (with the assistance of City Engineer Division) has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, December 20, 2006, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll for the District to be filed in the records of the office of the City Clerk on November 15, 2006. The City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1493 Assessment Protest Resolution; and

WHEREAS, by the District No. 1493 Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor that portion of the total cost of the Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency; and

WHEREAS, the City Council has determined, and does hereby determine, that the City shall pay the costs of the Project, in part, with funds derived from the levy of assessments, and the City will pay one-half or more of the costs of the Project with monies derived from other than the levy of special assessment, and that the exception provided by NRS 271.306(2) (a) does exist with respect to the Project; and

WHEREAS, the owners of certain property to be located within the District have requested the City to include as part of the improvements to be constructed within the District, for such property, water and/or sewer improvements and such owners have executed an affidavit of waiver and consent (each an "Affidavit"), consenting to the construction of such improvements and the assessment of the cost of such improvements on such property.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1493 Levy Ordinance" (the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District and the Project is

without sufficient merit and the same be, and hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1493 Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the creation of the District, the acquisition of the Project, the amount of the construction contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying a portion of the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on November 15, 2006, and as modified and confirmed by the District No. 1493 Assessment Protest Resolution duly adopted by the City Council on January 3, 2007.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand, provided that all or any part of such assessments may, at the election of the owner, be paid in installments, with interest, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments, the amount of the assessment then unpaid. In case of such election to pay in installments, the unpaid assessments shall be payable in twenty (20) substantially equal semiannual installments of principal and interest until paid in full, with interest in all cases on the unpaid and deferred installments of principal from the effective date of this Ordinance, both principal and interest on such assessments being payable semiannually at the office of the City Treasurer on April 1 and October 1 in each year, commencing on April 1, 2007. After the effective date of this Ordinance, the City Director of Finance and Business Services shall provide the rate of interest on unpaid installments of assessments, which will not exceed the maximum rate of interest permitted under the

statutes of the State. If assessment bonds are issued, such rate will not exceed by more than 1% of the highest rate of interest on the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than 3% the "Index of Twenty Bonds," which shall have been most recently published before the time bids for the bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. If assessment bonds are not issued, such rate shall not exceed 9%. Failure to pay any installment, whether of principal or interest, when due, shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City. The exercise of said option to be indicated by the commencement of foreclosure proceedings by the City. The whole amount of the unpaid principal and accrued interest shall, after such delinquency, whether or not said option is exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, with interest thereon, and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may at any time (at the option of such owner) pay the whole or any semiannual installment of the unpaid principal with interest accruing thereon to the next interest payment date. If such prepayment takes place after March 13, 2007, but before the rate of interest on deferred installments of assessments is fixed by the City Director of Finance and Business Services, such interest accruing thereon to the next interest payment date shall be calculated at seven and 25/100 percent (7.25%) per annum (i.e., the presumed rate of interest on the assessment bonds for the District plus one percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The

assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. February 11, 2007) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Treasurer may apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such

delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the City Council, from collecting any assessment by suit in the name of the City Council. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor. If a foreclosure is not promptly filed and prosecuted, then any bondholder may file and prosecute said foreclosure action in the name of the City. Any bondholder may also proceed against the City to protect and enforce the rights of the bondholders under this Ordinance by suit, action or special proceedings in equity or at law, either for the appointment of a receiver or for the specific performance of any provision contained herein or in an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as such bondholder or bondholders may deem most effective to protect and enforce the rights aforesaid. All such proceedings, at law or in equity, shall be instituted, had and maintained for the equal benefit of all owners of the bonds then outstanding. The failure of the bondholders to foreclose such delinquent assessments or to proceed against the City shall not relieve the City or any of its officers, agents or employees of any liability for its failure to foreclose such delinquent assessments.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll for the District containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the Clark County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions,

the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable. The notice shall further state that payment must be made in full prior to the end of the 30 day period to avoid paying interest on the assessment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk of the City. In accordance with NRS 271.390(2), the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) shall have been paid in full, both principal and interest, or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS
FOR IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL
IMPROVEMENT DISTRICT NO. 1493 – HUALAPAI WAY/ALEXANDER
ROAD (CHEYENNE AVENUE TO CIMARRON ROAD)

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1493 Levy Ordinance (the "Levy Ordinance") was duly passed, adopted, signed and approved by the City Council of the City of Las Vegas on February 7, 2007. The Levy Ordinance levied and assessed a portion of the cost and expense of such improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1493 – Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the Levy Ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, on or before March 13, 2007, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, with interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable in twenty (20) substantially equal semi-annual installments of principal and interest until paid in full, with interest in all cases on the unpaid and deferred installments of principal from February 11, 2007 (i.e., the effective date of the Levy Ordinance) both principal and interest being payable semi-annually at the office of the City Treasurer, Las Vegas, Nevada, on April 1 and October 1 in each year, commencing on April 1, 2007. After the effective date of the Levy Ordinance, the City Director of Finance and Business Services shall provide the rate of interest on unpaid installments of assessments, which will not exceed the maximum rate of interest permitted under the statutes of the State. If assessment bonds are issued, such rate will not exceed by more than 1% of the highest rate of interest on the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than 3% the "Index of Twenty Bonds," which shall have been

most recently published before the time bids for the bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. If assessment bonds are not issued, such rate shall not exceed 9%. Failure to pay any assessment installment, whether principal or interest, when due will cause the whole of the unpaid principal of such assessment to become due and payable immediately at the City's option, and the whole amount of the unpaid principal and accrued interest will, after such delinquency, whether or not the City's option is exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of payment, with the interest thereon and all penalties accrued, and will thereupon be restored the right, thereafter, to pay in installments in the same manner as if default had not been suffered. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any semi-annual installment of the unpaid principal with interest accruing thereon to the next interest payment date. If such prepayment takes place after March 13, 2007, but before the rate of interest on deferred installments of assessments is fixed by the City Director of Finance and Business Services, such interest accruing thereon to the next interest payment date shall be calculated at seven and 25/100 percent (7.25%) per annum (i.e., the presumed rate of interest on the assessment bonds for the District plus one percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a

timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 of the Levy Ordinance.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from February 11, 2007 (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this February 7, 2007.

BARBARA JO RONEMUS, City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District and the issuance of the bonds therefor.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. Ordinance No. 5833, which was finally adopted by the City Council on June 21, 2006, is hereby repealed in its entirety.

Section 15. In accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before February 7, 2007, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF NOTICE OF DEPOSIT OF AN ORDINANCE)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA,
SPECIAL IMPROVEMENT DISTRICT NO. 1493 - HUALAPAI
WAY/ALEXANDER ROAD (CHEYENNE AVENUE TO CIMARRON
ROAD) PROVIDING FOR THE PAYMENT OF THE COSTS AND
EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF
THE COST OF LOCAL IMPROVEMENTS AGAINST THE ASSESSABLE
LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID
IMPROVEMENTS; REPEALING ORDINANCE NO. 5833; RATIFYING,
APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN;
PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 3rd day of January, 2007, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 7th day of February, 2007.

/s/ Barbara Jo Ronemus
City Clerk

(End of Form)

Section 16. This Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1493 - HUALAPAI WAY/ALEXANDER ROAD (CHEYENNE AVENUE TO CIMARRON ROAD) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF LOCAL IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; REPEALING ORDINANCE NO. 5833; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on January 3, 2007, and was passed at a regular meeting held on February 7, 2007, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:

Oscar B. Goodman
Gary Reese
Larry Brown
Lawrence Weekly
Steve Wolfson
Lois Tarkanian
Steven D. Ross

Those Voting Nay:

Those Absent:

This Ordinance shall be in full force and effect from and after February 11, 2007, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This _____ day of _____, 2007.

/s/ OSCAR B. GOODMAN

Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:

/s/ BARBARA JO RONE MUS

City Clerk

Section 17. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

INTRODUCED JANUARY 3, 2007, PASSED, ADOPTED AND APPROVED FEBRUARY 7, 2007.

OSCAR B. GOODMAN, Mayor

Attest:

BARBARA JO RONEMUS, City Clerk

Approved as to Form:

12-20-06
Date

Val Steed
Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) SS
)
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen, qualified City Clerk of the City of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on January 3, 2007 and finally adopted and approved on February 7, 2007.

2. The following members of the City Council were present at the January 3, 2007 Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Larry Brown
	Lawrence Weekly
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross

3. The foregoing Ordinance was first proposed and read by title to the City Council on January 3, 2007, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on February 7, 2007, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the February 7, 2007 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Larry Brown
	Lawrence Weekly
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross

Those Voting Nay:	_____
Those Absent:	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on January 3, 2007 and February 7, 2007. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

- (i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada
- (ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada
- (vi) The City of Las Vegas website

and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on January 3, 2007, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on February 7, 2007, is attached to this certificate as Exhibit B.

7. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

8. Upon request, the City Council provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this February 7, 2007.

BARBARA JO RONEUMUS, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of January 3, 2007 Meeting)

EXHIBIT B

(Attach Copy of Notice of February 7, 2007 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

NEW BILL:

Bill No. 2007-2 - Levies Assessment for Special Improvement District No. 1505 – Sierra Oeste Neighborhood Streetlights. Sponsored by: Step Requirement

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$62,576.19

Funding Source: Capital Projects Fund - Special Assessments

Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:

This Bill Levies the Assessment for the construction and installation of streetlights located within the Sierra Oeste subdivision south of Lake Mead Boulevard between Jones Boulevard and Torrey Pines Drive.

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. 2007-2

Minutes:

First Reading - Referred - COUNCILMEMBERS TARKANIAN and BROWN

1/16/2007 Recommending Committee

1/17/2007 Council Agenda

BILL NO. 2007-2

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1505 – SIERRA OESTE NEIGHBORHOOD STREETLIGHTS; PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and State of Nevada, has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1505 – Sierra Oeste Neighborhood Streetlights (hereinafter the "District"), for the purpose of acquiring and improving local improvements (hereinafter the "Project") and has provided that a portion of the entire cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of the Nevada Revised Statutes ("NRS") Chapter 271; and

WHEREAS, the City Council has heretofore determined that the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements of the Project; and

WHEREAS, in accordance with NRS 271.360, the City Council has heretofore determined, and does hereby declare, that the net cost of all improvements in the District (including all necessary incidentals which either have been or will be incurred in connection with the District) is \$62,576.19, of which, \$0.00 is available from other sources and of which \$62,576.19 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements of the Project; and

WHEREAS, the City Council, by resolution heretofore adopted and directed the City Engineer of the City (hereinafter the "City Engineer") to make out a final assessment roll; and

WHEREAS, after a determination of the portion of the costs of such work to be paid by the property specially benefited, the City Council, together with the City Engineer (with the assistance of the City Engineer Division) made out a final assessment roll containing, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, December 20, 2006, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the improvements in the District, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the City Engineer (with the assistance of City Engineer Division) has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for improvements in the District should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, December 20, 2006, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll ("Tabulation of Parcels") to be filed in the records of the office of the City Clerk on November 15, 2006. The City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1505 Assessment Protest Resolution; and

WHEREAS, by the District No. 1505 Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor that portion of the total cost of the Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency; and

WHEREAS, the City Council has determined, and does hereby determine, that the City shall pay the costs of the Project, with funds completely derived from the levy of assessments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1505 Levy Ordinance" (hereinafter the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District is without sufficient merit and the same be, and the same hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1505 Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning Special Improvement District No. 1505 – Sierra Oeste Neighborhood Streetlights, including, but not limited to, the creation of the District, the acquisition of the Project, the amount of the construction contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying of the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by said improvements) and described in the final assessment roll for the District, as filed in the office of the City Clerk on November 15, 2006, and as modified and confirmed by the District No. 1505 Assessment Protest Resolution duly adopted by the City Council on January 3, 2007.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand, provided that all or any part of such assessments may, at the election of the owner, be paid in installments, with interest, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments, the amount of the assessment then unpaid. In case of such election to pay in installments, the unpaid assessments shall be payable in ten (10) substantially equal semiannual installments of principal and interest until paid in full, with interest in all cases on the unpaid and deferred installments of principal from the effective date of this Ordinance, at a rate or rates which shall not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds issued for the District, both principal and interest on such assessments being payable semiannually at the office of the City Treasurer on April 1 and October 1 in each year, commencing on October 1, 2007. After the effective date of this Ordinance and before assessment bonds are issued (or if bonds are not issued), the City Director of Finance and Business Services shall fix the rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, the rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds for the district. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published before the bids for such bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. If assessment bonds are not issued, such rate will not exceed 9%. Failure to pay any installment, whether of principal or interest, when due, shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City. The exercise of said option to

be indicated by the commencement of foreclosure proceedings by the City. The whole amount of the unpaid principal and accrued interest shall, after such delinquency, whether or not said option is exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, with interest thereon, and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may at any time (at the option of such owner); pay the whole or any semiannual installment of the unpaid principal with interest accruing thereon to the next interest payment date. If such prepayment takes place after March 13, 2007, but before the rate of interest on deferred installments of assessments is fixed by the City Director of Finance and Business Services such interest accruing thereon to the next interest payment date shall be calculated at seven and 25/100 percent (7.25%) per annum (i.e., the presumed rate of interest on the assessment bonds for the District plus one percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. February 11, 2007) until paid. The lien shall be co-

equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Treasurer may apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the governing body, from collecting any assessment by suit in the name of the governing body. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor. If a foreclosure is not promptly filed and prosecuted, then any bondholder may file and prosecute said foreclosure action in the name of the

City. Any bondholder may also proceed against the City to protect and enforce the rights of the bondholders under this Ordinance by suit, action or special proceedings in equity or at law, either for the appointment of a receiver or for the specific performance of any provision contained herein or in an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as such bondholder or bondholders may deem most effective to protect and enforce the rights aforesaid. All such proceedings, at law or in equity, shall be instituted, had and maintained for the equal benefit of all owners of the bonds then outstanding. The failure of the bondholders to foreclose such delinquent assessments or to proceed against the City shall not relieve the City or any of its officers, agents or employees of any liability for its failure to foreclose such delinquent assessments.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable. The notice shall further state that payment must be made in full prior to the end of the 30 day period to avoid paying interest on the assessment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk of the City. In accordance with NRS 271.390(2), the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known

address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) shall have been paid in full, both principal and interest, or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR
IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT
DISTRICT NO. 1505 – SIERRA OESTE NEIGHBORHOOD STREETLIGHTS

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1505 Levy Ordinance (hereinafter the "Levy Ordinance") was duly passed, adopted, signed and approved on February 7, 2007. The Levy Ordinance levied and assessed a portion of the cost and expense of such improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1505 – Sierra Oeste Neighborhood Streetlights," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, on or before March 13, 2007, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, with interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable in ten (10) substantially equal semi-annual installments of principal and interest until paid in full, with interest in all cases on the unpaid and deferred installments of principal from February 11, 2007 (i.e., the effective date of the Levy Ordinance) both principal and interest being payable semi-annually at the office of the City Treasurer, Las Vegas, Nevada, on April 1 and October 1 in each year, commencing on October 1, 2007. After the effective date of the Levy Ordinance and before assessment bonds are issued (or if bonds are not issued), the City Director of Finance and Business Services shall fix the rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, the rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds issued for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently

published before the bids for such bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. If assessment bonds are not issued, such rate shall not exceed 9%. Failure to pay any assessment installment, whether principal or interest, when due will cause the whole of the unpaid principal of such assessment to become due and payable immediately at the City's option, and the whole amount of the unpaid principal and accrued interest will, after such delinquency, whether or not the City's option is exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of payment, with the interest thereon and all penalties accrued, and will thereupon be restored the right, thereafter, to pay in installments in the same manner as if default had not been suffered. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any semi-annual installment of the unpaid principal with interest accruing thereon to the next interest payment date. If such prepayment takes place after March 13, 2007, but before the rate of interest on deferred installments of assessments is fixed by the City Director of Finance and Business Services, such interest accruing thereon to the next interest payment date shall be calculated at seven and 25/100 percent (7.25%) per annum (i.e., the presumed rate of interest on the assessment bonds for the District plus one percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a

timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from February 11, 2007 (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this February 7, 2007.

BARBARA JO RONEMUS, City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District and the issuance of the bonds therefor.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. That in accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before February 7, 2007, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF NOTICE OF DEPOSIT OF AN ORDINANCE)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1505 - SIERRA OESTE NEIGHBORHOOD STREETLIGHTS; PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 3rd day of January, 2007, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 7th day of February, 2007.

/s/ Barbara Jo Ronemus
City Clerk

(End of Form)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1505 - SIERRA OESTE NEIGHBORHOOD STREETLIGHTS; PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on January 3, 2007, and was passed at a regular meeting held on February 7, 2007, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:

Oscar B. Goodman
Gary Reese
Larry Brown
Lawrence Weekly
Steve Wolfson
Lois Tarkanian
Steven D. Ross

Those Voting Nay:

Those Absent:

This Ordinance shall be in full force and effect from and after February 11, 2007, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This _____ day of _____, 2007.

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:

/s/ BARBARA JO RONEMUS
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Introduced January 3, 2007, PASSED, ADOPTED AND APPROVED February 7, 2007.

OSCAR B. GOODMAN, Mayor

Attest:

BARBARA JO RONEMUS, City Clerk

Approved as to Form:

12-20-06 *Val Steel*

Date Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) SS
)
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen, qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on January 3, 2007, and finally adopted and approved on February 7, 2007.

2. The following members of the City Council were present at the January 3, 2007 Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Larry Brown
	Lawrence Weekly
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross

3. The foregoing Ordinance was first proposed and read by title to the City Council on January 3, 2007 and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on February 7, 2007, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the February 7, 2007 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Larry Brown
	Lawrence Weekly
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross

Those Voting Nay:	_____

Those Absent:	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on January 3, and February 7, 2007. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

- (i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada
- (ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

; and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on January 3, 2007, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on February 7, 2007, is attached to this certificate as Exhibit B.

7. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this February 7, 2007.

BARBARA JO RONEUMUS, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of January 3, 2007 Meeting)

EXHIBIT B

(Attach Copy of Notice of February 7, 2007 Meeting)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

NEW BILL:

Bill No. 2007-3 – Annexation No. ANX-12215 – Property location: On the north and south sides of I-215 (Clark County Highway 215), between Shaumber Road and Fort Apache Road; Petitioned by Southwest Desert Equities, LLC, et al.; Acreage: Approximately 259 acres; Zoned: R-E and P-F (County zoning), U (R), U (RNP), U (L), U (P-F) and C-V (City equivalents). Sponsored by: Councilman Steven D. Ross

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The proposed ordinance annexes certain real property generally located on the north and south sides of I-215 (Clark County Highway 215), between Shaumber Road and Fort Apache Road. The annexation is at the request of certain property owners and the City, with a statement of non-objection having been filed by the Bureau of Land Management as an additional owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (February 16, 2007) 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. 2007-3

Minutes:

First Reading - Referred - COUNCILMEMBERS TARKANIAN and BROWN

1/16/2007 Recommending Committee

1/17/2007 Council Agenda

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8 **BILL NO. 2007-3**

9 **ORDINANCE NO. _____**

10 AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO PARTICULARLY
11 DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS INHABITANTS SUBJECT TO THE
12 LAWS, OBLIGATIONS AND BENEFITS OF THE CITY, AND TO PROVIDE FOR OTHER
RELATED MATTERS. (ANX-12215)

13 Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described
generally as located on the north and south sides
of I-215 (Clark County Highway 215), between
Shaumber Road and Fort Apache Road.

15 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
16 AS FOLLOWS:

17 SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby
18 extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described
19 real property:

20 Those portions of the South Half (S 1/2) of Section 19, Township 19 South, Range 60
21 East, M.D.M., and those portions of the South Half (S 1/2) of Section 24, Township
19 South, Range 59 East, M.D.M., in the County of Clark, State of Nevada, including
22 portions of Northern Beltway I-215 right of way, as shown on "RECORD OF
SURVEY - ANNEXATION PLAT" recorded July 12, 2006 in File 158 of Surveys,
23 Page 9 of Clark County, Nevada Records, described as follows:

24 BEGINNING at the southeast corner of said Section 24, also being the centerline
intersection of CENTENNIAL PARKWAY and HUALAPAI WAY; thence along the
25 south line of the Southeast Quarter (SE 1/4) of said Section 24, North 88°58'34" West
2706.05 feet to the west line of said Southeast Quarter (SE 1/4); thence along said
26 west line, North 00°04'23" East 669.08 feet; thence departing said west line, South
88°58'09" West 339.09 feet; thence North 00°00'30" East 167.21 feet; thence North
27 88°57'34" East 339.28 feet to the aforementioned west line; thence North 00°04'23"
East 334.54 feet; thence departing said west line, North 88°56'02" East 338.65 feet;
28 thence North 00°05'30" East 167.31 feet to the south line of the Northwest Quarter
(NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 24; thence along the south

1 line of said Northwest Quarter (NW 1/4), North 88°55'41" East 338.70 feet; thence
2 departing said south line, North 00°06'42" East 167.23 feet; thence North 88°55'04"
3 East 338.78 feet; thence South 00°08'10" West 167.29 feet to the south line of said
4 Northwest Quarter (NW 1/4); thence along said south line, North 88°55'41" East
5 338.70 feet to the southeast corner of said Northwest Quarter (NW 1/4); thence along
6 the east line of said Northwest Quarter (NW 1/4), North 00°09'39" East 334.71 feet;
7 thence departing said East line, North 88°53'41" East 1358.00 feet to the east line of
8 the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of said Section 24;
9 thence along the east line of said Northeast Quarter (NE 1/4), North 00°19'19" East
10 1005.57 feet to the northwest corner of the Northwest Quarter (NW 1/4) of the
11 Southwest Quarter (SW 1/4) of said Section 19; thence along the north line of said
12 Northwest Quarter (NW 1/4) and the centerline of DEER SPRINGS WAY, South
13 89°27'56" East 1344.49 feet to the northwest corner of the Northeast Quarter (NE 1/4)
14 of the Southwest Quarter (SW 1/4) of said Section 19; thence continuing along said
15 centerline, South 89°29'27" East 662.09 feet; thence departing said centerline South
16 00°04'10" East 667.73 feet; thence South 89°33'36" East 331.41 feet; thence North
17 00°06'06" West 667.33 feet returning to the centerline of said DEER SPRINGS WAY;
18 thence South 89°29'27" East 331.04 feet to the center quarter corner of said Section 19,
19 also being the centerline intersection of DEER SPRINGS WAY and GRAND
20 CANYON DRIVE; thence along the centerline of said GRAND CANYON DRIVE
21 and the east line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4)
22 of said Section 19, South 00°08'02" East 666.94 feet; thence departing said east line,
23 North 89°33'36" West 331.41 feet; thence South 00°06'06" East 667.33 feet to a point
24 hereinafter referred to as POINT "A"; thence South 89°37'45" East 331.79 feet to the
25 northwest corner of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4)
26 of said Section 19; thence along the west line of said Southwest Quarter (SW 1/4),
27 South 00°07'26" East 666.75 feet to the southwest corner of the North Half (N 1/2) of
28 the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 19;
thence along the south line of said North Half (N 1/2), South 89°41'28" East 1328.72
feet to the east line of said North Half (N 1/2); thence along said east line, North
00°12'42" West 332.68 feet; thence departing the east line of said North Half (N 1/2),
South 89°40'36" East 165.98 feet; thence South 00°13'34" East 332.60 feet; thence
South 89°42'19" East 166.06 feet; thence South 00°14'27" East 665.03 feet to the south
line of the Southeast Quarter (SE 1/4) of said Section 24; thence along said south line
North 89°45'46" West 332.46 feet; thence continuing along said south line, North
89°45'05" West 1329.72 feet to the south quarter corner of said Section 19; thence
along the south line of the Southwest Quarter (SW 1/4) of said Section 19, North
89°47'13" West 1329.78 feet; thence continuing along said south line, North 89°47'00"
West 997.89 feet; thence departing said south line, North 00°06'13" East 669.94 feet;
thence North 89°42'16" West 359.37 feet to the west line of the Southwest Quarter
(SW 1/4) of said Section 19; thence along said west line, South 00°19'07" West 670.44
feet to the POINT OF BEGINNING.

EXCEPT THEREFROM a parcel of land described as follows:

COMMENCING at the aforementioned POINT 'A'; thence North 89°37'45" West
663.57 feet to the POINT OF BEGINNING "A1"; thence continuing North 89°37'45"
West 331.79 feet to the southwest one sixteenth corner of said Section 19; thence
North 00°00'19" West 668.52 feet to a point hereinafter referred as POINT "B"; thence
South 89°33'36" East 331.41 feet; thence South 00°02'14" East 668.13 feet to the
POINT OF BEGINNING "A1."

FURTHER EXCEPT THEREFROM another parcel of land described as follows:

COMMENCING at the aforementioned POINT "B"; thence North 89°32'44" West

1 331.31 feet to the POINT OF BEGINNING "B1; thence South 00°01'47" West 668.98
2 feet; thence North 89°37'30" West 331.77 feet; thence North 00°04'00" East 532.84
3 feet to the northerly right-of-way of the I-215 BELTWAY; thence along said northerly
4 right-of-way, North 62°30'11" West 153.23 feet to the beginning of a curve, concave
5 southwesterly, having a radius of 1120.00 feet; thence northwesterly along said curve
6 and said right-of-way, through a central angle of 08°55'36" and an arc length of 174.50
7 feet to a point of cusp; thence South 89°32'44" East 627.85 feet to the POINT OF
8 BEGINNING "B1."

9 BASIS OF BEARINGS: North 88°58'34" East being the bearing of the Southeast
10 Quarter (SE 1/4) of Section 24, Township 19 South, Range 59 East, M.D.M., as shown
11 on that plat of "CLIFFS EDGE PARENT" recorded in Book 118 of Plats, Page 88 of
12 Clark County, Nevada Records.

13 Prepared by:
14 Brian Yu PLS
15 Public Works, City of Las Vegas,
16 731 S. Fourth Street,
17 Las Vegas, NV 89101
18 byu@lasvegasnevada.gov

19 SECTION 2: The City Council hereby determines that the described territory meets
20 the requirements provided by law for annexation to the City for the following reasons:

21 (A) The area to be annexed was contiguous to the City's boundaries at the time the
22 annexation proceedings were instituted;

23 (B) More than one-eighth (1/8) of the aggregate external boundaries of the area are
24 contiguous to the City;

25 (C) The territory proposed to be annexed is not included within the boundaries of
26 another incorporated city or within the boundaries of any unincorporated town as those boundaries
27 existed as of July 1, 1983;

28 (D) The territory in question is eligible to be annexed to the City because:

(1) With respect to territory not owned by a governmental entity, the owners
of record of not less than 75 percent of the individual lots or parcels of land within the territory have
petitioned the City to annex the territory.

(2) With respect to territory owned by a governmental entity, the City has
received a written statement from the governmental entity indicating that it owns the territory and does
not object to the City's annexation of the territory.

(E) In compliance with the procedural requirements of NRS Chapter 268, the City

1 is authorized to annex the territory in question because:

2 (1) In accordance with NRS 268.584, the City Council, on November 1,
3 2006, adopted a resolution of intent to annex, along with the form of a notice of public hearing to be
4 provided to property owners within the annexation area, and set a public hearing for December 20,
5 2006.

6 (2) In accordance with NRS 268.578 and 268.588, the City Council, on
7 November 15, 2006, approved an annexation report and made it available for inspection and copying
8 thereafter.

9 (3) In accordance with NRS 268.586, the City mailed by certified mail,
10 return receipt requested, a copy of the notice of public hearing to the owners of the property within
11 the annexation area, as determined with reference to the records of the Clark County Assessor.

12 (4) In accordance with NRS 268.586, the City had the notice of public
13 hearing published in a newspaper of general circulation within the territory to be annexed, on three
14 separate occasions in compliance with the requirements of NRS 268.586.

15 (5) In accordance with NRS 268.590, the City Council held a public hearing
16 on December 20, 2006, at which time persons who wished to be heard concerning the matter were
17 given that opportunity. During the public hearing, and within the 15-day period following the public
18 hearing, the number of persons who protested the annexation (zero) was less than a "majority of the
19 property owners" as defined by NRS 268.574(3).

20 (6) In accordance with NRS 268.592, because less than a majority of the
21 property owners protested the annexation, the territory may be annexed by the City.

22 SECTION 3: The City will provide police protection through the Las Vegas
23 Metropolitan Police Department, fire protection, street maintenance, and library services immediately
24 upon annexation. Garbage collection by the company franchised by the City will also be provided
25 immediately. The City sanitary sewer system will serve the proposed annexation area. Any
26 connection to or extension of this sewer line to serve the annexation area shall be at the expense of
27 the landowners. Other services, such as participation in the City's recreational programs, special
28 education classes and programs, public works planning, building inspections, and other City services

1 will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided
2 by private utility companies and other services to the area will not be affected by annexation. Street
3 paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation
4 will be installed in the presently developed areas upon the request of the property owners and at their
5 expense by means of special assessment districts. Such improvements will be extended into the
6 undeveloped areas as development takes place and the need therefor arises, and will be located
7 according to the needs of the area at that time. Such installations will also be made at the expense of
8 the property owners, either by means of special assessment districts or as prerequisites to the approval
9 of subdivision plats, building permits or other land use or development applications.

10 SECTION 4: The annexation of the described territory shall become effective on the
11 16th of February, 2007, and on that date the City will have the funds appropriated in sufficient amount
12 to finance the extension into the described territory of police protection, fire protection, street
13 maintenance, street sweeping, and street lighting maintenance.

14 SECTION 5: The described territory, together with the inhabitants and property
15 thereof, shall, from and after the 16th day of February, 2007, be subject to all debts, laws, ordinances
16 and regulations in force in the City and shall be entitled to the same privileges and benefits as other
17 parts of the City, and shall be subject to municipal taxes levied by the City.

18 SECTION 6: The City Engineer is hereby instructed to cause to be prepared an
19 accurate map or plat of the described territory and to record the map or plat, together with a certified
20 copy of this ordinance, in the office of the County Recorder of Clark County, Nevada, which recording
21 shall be done prior to the 16th day of February, 2007.

22 SECTION 7: The described territory, which previously has been zoned in accordance
23 with the County of Clark classifications described below, is hereby classified with the City of Las
24 Vegas classifications that are set forth below, which are deemed to be the equivalents of the County
25 classifications:

26 ...

27 ...

28 ...

PROPERTY DESCRIPTION (BY APN)	COUNTY CLASSIFICATION	CITY CLASSIFICATION
125-19-301-001 125-19-301-002 125-19-301-003 125-19-301-005 125-19-301-013 125-19-401-002 125-19-401-005 125-19-401-006 125-19-401-007 125-19-401-009 125-19-401-010 125-19-401-011 125-19-802-010	R-E	U (R)
125-19-301-004 125-19-301-008	R-E	U (RNP)
125-19-301-006 125-19-401-003	R-E	U (P-F)
125-19-802-008 125-19-802-011	R-E	U (L)
125-19-801-002 125-19-801-003 125-19-801-004 125-19-801-005	P-F	C-V

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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1 SECTION 9: All ordinances or parts of ordinances or sections, subsections, phrases,
2 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
3 1983 Edition, in conflict herewith are hereby repealed.

4 PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

5 APPROVED:

6
7 By _____
8 OSCAR B. GOODMAN, Mayor

9 ATTEST:

10 _____
11 BARBARA JO RONEMUS, City Clerk

12 APPROVED AS TO FORM:

13 Val Steed 12-20-06
14 Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2007, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2007, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11
12 APPROVED:

13
14 By _____
15 OSCAR B. GOODMAN, Mayor

16 ATTEST:

17 _____
18 BARBARA JO RONEMUS, City Clerk
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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

NEW BILL:

Bill No. 2007-4 – Clarifies and standardizes the provisions that govern the expiration and termination of zoning-related applications and approvals. Proposed by: M. Margo Wheeler, Director of Planning and Development

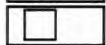
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Current zoning regulations contain an assortment of provisions that govern the expiration of zoning-related applications and approvals, including applications that have been tabled, and approved applications related to rezonings, site development reviews, special use permits and variances. This bill will standardize the expiration provisions and provide clarification where necessary.

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. 2007-4

Minutes:

First Reading - Referred - COUNCILMEMBERS TARKANIAN and BROWN

1/16/2007 Recommending Committee

1/17/2007 Council Agenda

THE MORNING SESSION RECESSED AT 1:19 P.M.

1 **BILL NO. 2007-4**

2 **ORDINANCE NO. _____**

3 AN ORDINANCE TO CLARIFY AND STANDARDIZE THE PROVISIONS THAT GOVERN THE
4 EXPIRATION AND TERMINATION OF ZONING-RELATED APPLICATIONS AND
APPROVALS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

5 Proposed by: M. Margo Wheeler, Director of
6 Planning and Development

Summary: Clarifies and standardizes the
provisions that govern the expiration and
7 termination of zoning-related applications and
approvals.

8 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
9 AS FOLLOWS:

10 SECTION 1: Title 19, Chapter 18, Section 10, of the Municipal Code of the City of
11 Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new Subsection, designated
12 as Subsection (G), reading as follows:

13 (G) Treatment of Certain Tabled Applications. Any application under this Chapter that requires
14 a public hearing and that is tabled at the request of an applicant shall expire six months after the last
15 announced public hearing date, unless:

16 (1) Within that period of time, the applicant has requested that the item be scheduled again
17 for hearing; or

18 (2) The motion to table the application specified otherwise.

19 After an application has expired in accordance with this Subsection (G), the applicant must submit
20 a new application.

21 SECTION 2: Title 19, Chapter 18, Section 40, Subsection (O), of the Municipal Code
22 of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

23 (O) Rezoning Procedures.

24 (1) Resolution of Intent. Before the City Council adopts an ordinance to effectuate a
25 rezoning, the Council may adopt a Resolution of Intent to reflect the Council's approval of the
26 rezoning. Such a Resolution of Intent is binding upon the City Council in accordance with its terms[.]
27 and shall have a time limit not to exceed two years.

28 (2) Finalizing Rezoning by Ordinance. The final step in the rezoning process, whether or

1 not rezoning approval is by means of a Resolution of Intent, is the adoption of a rezoning ordinance
2 in which the zoning classification of one or more parcels is formalized.

3 (3) Changes. No substantial change may be made to a development or to the rezoning
4 approval which authorized that development without the approval of the City Council. This approval
5 requirement applies to the rezoned parcel both before and after the adoption of an ordinance rezoning
6 that parcel.

7 (4) Termination of Rezoning [Approval Without Time Limit.] Approvals Subject to a
8 Resolution of Intent.

9 (a) Approvals Not Subject to Time Limit. If development does not occur in a
10 timely manner or if conditions in the area change subsequent to the original approval of a rezoning
11 that is not subject to a time limit, the City Council may schedule a hearing to reconsider the Resolution
12 of Intent. At such time, the Council may rescind the Resolution of Intent or may change the conditions
13 of approval. In addition, if such a rezoning approval no longer conforms to the use and density
14 classification of the General Plan, the City may notify the property owner that the rezoning must be
15 exercised within one year. [If, within that period, the zoning approval is not exercised by means of the
16 recordation of a final subdivision map or by the commencement of actual construction, the approval
17 terminates.] Thereafter, the approval shall be treated as an approval subject to a time limit in
18 accordance with Subparagraph (b) below.

19 (b) Approvals Subject to Time Limit. Except as otherwise provided in Paragraph
20 (5) below, a rezoning approval which is not exercised within the time limit established for or by the
21 Resolution of Intent shall be void.

22 (c) Methods for Exercising Rezoning Approvals. For purposes of this Paragraph
23 (4), a rezoning approval is exercised as follows:

24 (i) For applications that require the creation of a residential subdivision,
25 upon the recordation of a final subdivision map;

26 (ii) For applications that require the construction of a one or more new
27 structures, but do not require the creation of a residential subdivision map, upon the issuance of a
28 building permit for the new construction;

1 (iii) For all other applications, upon the issuance of a certificate of
2 occupancy or approval of a final inspection, whichever is applicable.

3 (5) Extension of Time--General Requirements. If the approval of a Resolution of Intent
4 is subject to a time limit, the approval expires at the end of that time limit unless the City Council
5 extends the approval period. Extension of an approval period[, or reinstatement and extension,] may
6 be granted only if:

7 (a) Application therefor is made [no later than six months after the approval has
8 expired;] prior to the expiration of the time limit;

9 (b) The applicant demonstrates good cause; and

10 (c) The applicant conforms to the additional requirements set forth in [Subsection]
11 Paragraph (6) below.

12 (6) Extensions of Time-Additional Requirements. If a time-limited zoning approval that
13 is sought to be extended [(or reinstated and extended)] continues to conform to the use and density
14 classifications of the General Plan, the applicant must demonstrate that the rezoning remains
15 consistent with the surrounding area and the pattern of development in the area. If the rezoning sought
16 to be extended [(or reinstated and extended)] no longer conforms to the use and density classifications
17 of the General Plan, the extension of time, if granted, shall be limited to a one-year period. If, within
18 that period, the zoning approval is not exercised by means of the recordation of a final subdivision
19 map or by the commencement of actual construction, the approval terminates.

20 SECTION 3: Title 19, Chapter 18, Section 50, Subsection (J), of the Municipal Code
21 of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

22 (J) Expiration. Except as otherwise specified in connection with its approval, a Site Development
23 Plan which is not exercised within two years after the date of approval shall be void, unless an
24 extension of time is granted[.] upon a showing of good cause. An extension of time may be granted
25 only if application therefor is made prior to the expiration of the two-year period (or such other time
26 period as was specified in the approval). For purposes of this [Section] Subsection (J), a Site
27 Development Plan is exercised upon the issuance of a building permit for the principal structure on
28 the site.

SECTION 4: Title 19, Chapter 18, Section 60, Subsection (P), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(P) Termination.

(1) Failure to Exercise.

(a) A Special Use Permit which cannot be exercised except upon construction of a new building, and which is not exercised within two years after approval, shall be void, unless the City Council grants an extension of time upon a showing of good cause. An extension of time may be granted only if application therefor is made prior to the expiration of the two-year period. For purposes of this Subparagraph (a), a Special Use Permit is exercised upon the issuance of a building permit for the new construction.

[(2)] (b) A Special Use Permit which does not require the construction of a new building in order to be exercised, and which is not exercised within one year after approval shall be void, unless the City Council grants an extension of time upon a showing of good cause. An extension of time may be granted only if application therefor is made prior to the expiration of the one-year period. For purposes of this Subparagraph (b), a Special Use Permit is exercised upon the approval of a business license to conduct the activity, if one is required, or otherwise, upon the issuance of a certificate of occupancy or approval of a final inspection.

[(3)] For any Special Use Permit approved before January 1, 2000, which expires before an extension is granted, the City Council may reinstate the approval within the six-month period following the expiration date and grant an extension of time if the Council is satisfied that there has not been a material change of circumstances such that the Special Use Permit is no longer warranted.]

[(4)] (2) Cessation of Use. A Special Use Permit shall be void without further action if:

(a) The Special Use Permit was issued for alcoholic beverage use and such use ceases for one hundred and eighty days or more; or

(b) The Special Use Permit was issued for a use other than alcoholic beverage use and such use ceases for twelve months or more.

[(5)] For purposes of this Subsection (P), a Special Use Permit is exercised upon approval of a business license to conduct the activity, if one is required, or, otherwise, upon the issuance of a

1 certificate of occupancy or approval of a final inspection.]

2 SECTION 5: Title 19, Chapter 18, Section 70, Subsection (O), of the Municipal Code
3 of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4 (O) Termination.

5 (1) Failure to Exercise.

6 (a) A Variance which will require the construction of a new building and which
7 is not exercised within two years after approval shall be void, unless the applicant obtains an extension
8 of time upon a showing of good cause. Application for an extension shall be made to the Planning
9 Commission or City Council, whichever body took final action to approve the Variance. An extension
10 of time may be granted only if application therefor is made prior to the expiration of the two-year
11 period. For purposes of this Subparagraph (a), a Variance is exercised upon the issuance of a building
12 permit for the new construction.

13 [(2)] (b) A Variance which will not require the construction of a new building and which
14 is not exercised within one year after approval shall be void, unless the applicant obtains an extension
15 of time upon a showing of good cause. Application for an extension shall be made to the Planning
16 Commission or City Council, whichever body took final action to approve the Variance. An extension
17 of time may be granted only if application therefor is made prior to the expiration of the one-year
18 period. For purposes of this Subparagraph (b), a Variance is exercised upon the approval of a business
19 license to conduct the activity, if one is required, or otherwise, upon the issuance of a certificate of
20 occupancy or approval of a final inspection.

21 [(3) For any Variance approved before January 1, 2000, which expires before an extension
22 is granted, the Planning Commission or City Council, as the case may be, may reinstate the approval
23 within the six-month period following the expiration date and grant an extension of time if the
24 Commission or Council is satisfied that there has not been a material change of circumstances such
25 that the Variance is no longer warranted.]

26 (2) Cessation of Use. A Variance to allow a use that is not permitted in a particular zone
27 shall be void without further action if the use approved by the Variance ceases for a period of twelve
28 months or more.

1 [(5) For purposes of this Section (O), a Variance is exercised upon approval of a business
2 license to conduct the activity, if one is required, or, otherwise, upon the issuance of a certificate of
3 occupancy or approval of a final inspection.]

4 SECTION 6: For purposes of Section 2.100(3) of the City Charter, LVMC 19.18.010,
5 19.18.040, 19.18.050, 19.18.060, and 19.18.070 are deemed to be subchapters rather than sections.

6 SECTION 7: If any section, subsection, subdivision, paragraph, sentence, clause or
7 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
8 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
9 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
10 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
11 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
12 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
13 invalid or ineffective.

14 SECTION 8: All ordinances or parts of ordinances or sections, subsections, phrases,
15 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
16 1983 Edition, in conflict herewith are hereby repealed.

17 PASSED, ADOPTED and APPROVED this ____ day of _____, 2007.

18 APPROVED:

19 By _____
20 OSCAR B. GOODMAN, Mayor

21 ATTEST:

22 BARBARA JO RONEMUS, City Clerk

23 APPROVED AS TO FORM:

24 Val Steed 12-20-06
25 Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2007, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2007, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11
12 APPROVED:

13
14 By _____
OSCAR B. GOODMAN, Mayor

15 ATTEST:

16
17 BARBARA JO RONEMUS, City Clerk
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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ Consent ☒ Discussion

SUBJECT:

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

Motion made by GARY REESE to Withdraw without Prejudice Item 91 [SUP-16246], Item 92 [SDR-12922], Item 93 [ZON-15031], Item 94 [SDR-15030]; HOLD IN ABEYANCE Item 100 [VAR-16505], Item 118 [SUP-17729], Item 119 [SDR-17731] and Item 124 [ROC-18341] to 1/17/2007; Item 105 [SDR-17298] to 2/07/2007; STRIKE Item 103 [SDR-15747]; TABLE Item 102 [RQR-17098], Item 117 [RQR-17518] and Item 123 [VAC-16295]

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0
GARY REESE, STEVEN D. ROSS, LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

MARGO WHEELER, Director of Planning and Development Department, explained that Item 102 [RQR-17098] and Item 117 [RQR-17518] are required reviews that may be tabled due to the adopted ordinance. ATTORNEY PAUL LARSEN, verified that tabling these items would not affect the ability for the billboards to remain.

BOB BROKAW, 3031 Scenic Valley Way, Henderson, appeared on behalf of the applicant and announced he would withdraw without prejudice Item 91 [SUP-16246] and Item 92 [SDR-12922], but move forward with Item 90 [MOD-12919]. COUNCILMAN WEEKLY asked MR. BROKAW to contact his office to discuss concerns relating to these items.

CITY CLERK BARBARA JO RONEMUS explained that Item 103 [SDR-15747] was originally held to 1/17/2007 and incorrectly placed on this agenda. Therefore, the item needs to be stricken and will be on the 1/17/2007 City Council agenda.

COUNCILMAN WEEKLY stated that the applicant for Item 121 [SUP-17716] was present, but had to return to work, and asked if he needed to be present to hear the item. ASSISTANT CITY ATTORNEY BRYAN SCOTT informed COUNCILMAN WEEKLY that as long as the applicant was in agreement with the existing conditions, the item could be heard.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: STEPHEN HARSIN**☐ Consent ☒ Discussion**SUBJECT:**

Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 960 G Street. PROPERTY OWNER: ELSIE BATIE (\$18,312.71 - General Fund) – Ward 5 (Weekly)

Fiscal Impact☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$18,312.71**Funding Source:** General Fund**Dept./Division:** Neighborhood Services/Neighborhood Response**PURPOSE/BACKGROUND:**

The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired Disaster Kleen-Up of Nevada to remove all debris, vegetation (dead, dry & overgrown), shingles, installing roofing material, glass repair and securing all structures on site. To date, there have been fifteen (15) inspections conducted at this location. The value of the property based on the sale date of February 1972 was \$16,500.00.

RECOMMENDATION:

That the City Council: 1. Approve the report of expenses in the amount of \$18,312.71 (inclusive of \$18,312.71 minimum civil penalties) and discuss assessment of maximum civil penalties in the amount of \$100,312.71. (164 days @ \$500/day = \$82,000.00) in order that the above charges be filed and recorded against the property, constituting a special assessment and lien. 2.

Authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Spreadsheet of Fees, Penalties and Abatement
4. Report of Expenses
5. Contractor Disclosure
6. Notice of Public Hearing
7. Chronological List of Events
8. Copy of the Notice and Claim of Lien

Motion made by LAWRENCE WEEKLY to Approve as Recommended

CITY COUNCIL MEETING OF: JANUARY 03, 2007

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

Video shown but not submitted.

MAYOR GOODMAN declared the Public Hearing open.

The property owner was not present.

DEVIN SMITH, Manager of Neighborhood Response, read the purpose/background regarding the condition of the property as a public hazard and an attractive nuisance requiring the described abatement. When no corrective action was taken, nor an appeal filed, the Department of Neighborhood Services hired Disaster Kleen-Up of Nevada to remove all debris. The value of the property, based on the sale date of February 12, 1972 was \$16,500. MR. SMITH recommended the City Council approve the report of expenses in the amount of \$9,315.40 for work completed by Disaster Kleen-Up of Nevada, \$825 of re-inspection fees, including late fees, \$6,450 in civil penalties, \$325 for a boarding certificate fee, plus a 15 percent administrative fee in the amount of \$1,397.31, for a total amount of \$18,312.71. MR. SMITH further stated that the incorrect documentation mailed was for a larger amount.

MR. SMITH discussed with COUNCILMAN WEEKLY that he could add \$500 a day, civil penalties on the \$18,312.71 amount. He informed the Councilman that the property was posted with signs and numerous certified letters were mailed to the property owner. COUNCILMAN WEEKLY stated he would like to see the property owner held responsible, but also be flexible depending on the situation. MAYOR GOODMAN suggested considering something commensurate with the \$18,000. COUNCILMAN WEEKLY moved to impose the amount of \$18,312.71 expended by the City.

MAYOR GOODMAN declared the Public Hearing closed.

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 3, 2007

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 960 G Street. PROPERTY OWNER: ELSIE BATIE – Ward 5 (Weekly)

Disaster Kleen-Up of Nevada completed work on October 17, 2006 at a cost of \$9,315.40; \$825.00 in reinspection fees; a Boarding Certificate fee of \$325.00; Civil Penalties of \$6,450.00 plus a 15% administrative fee, for a total of \$18,312.71.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of Dangerous Building, Vacant or Abandoned Buildings and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.



Spreadsheet of charges accrued since November 4, 2005
960 G Street – WARD 5

Inspections (Failed)	Date	Fees	Late Fee	Civil Penalties per failed inspection	Accruing Total	Daily Civil Penalties Effective After the 2 nd \$500.00
1 st inspection	10-14-05	No charge				
2 nd inspection	11-4-05	\$75	\$7.50		\$82.50	
3 rd inspection	12-12-05	\$45	\$4.50		\$132.00	
4 th inspection	1-3-06	\$45	\$4.50	\$150	\$331.50	
5 th inspection	1-19-06	\$45	\$4.50	\$300	\$681.00	
6 th inspection	3-17-06	\$45	\$4.50	\$500	\$1,230.50	
7 th inspection	5-5-06	\$45	\$4.50	\$500	\$1,780.0	Trigger
8 th inspection	5-15-06	\$45	\$4.50	\$500	\$2,329.50	
9 th inspection	5-22-06	\$45	\$4.50	\$500	\$2,879.00	
10 th inspection	5-31-06	\$45	\$4.50	\$500	\$3,428.50	
11 th inspection	6-8-06	\$45	\$4.50	\$500	\$3,978.00	
12 th inspection	6-15-06	\$45	\$4.50	\$500	\$4,527.50	
13 th inspection	6-22-06	\$45	\$4.50	\$500	\$5,077.00	
14 th inspection	6-28-06	\$45	\$4.50	\$500	\$5,626.50	
15 th inspection	7-7-06	\$45	\$4.50	\$500	\$6,176.00	
16 th inspection	7-13-06	\$45	\$4.50	\$500	\$6,725.50	
17 th inspection	8-9-06	\$45	\$4.50	\$500	\$7,275.00	
Sub-total		\$750	\$75.00		\$7,275.00	
Passed Inspection	10-17-06					(164 days) \$82,000.00
TOTAL		\$750	\$75.00	\$6,450	\$7,275.00	

ABATEMENT	Breakdown	Date	Cost	Comments
Abatement Amount		10-17-06	\$11,037.71	
	Disaster Kleen-Up of NV		\$9,315.40	
	Administrative Fees		\$1,397.31	
	Boarding Certificate		\$325.00	
Abatement TOTAL		10-17-06	\$11,037.71	

Fees, Penalties and Abatement	Breakdown	Date	Cost	Comments
Fee and Penalties		8-9-06	\$8,025.00	
Abatement		10-17-06	\$11,037.71	
TOTAL		1-3-07	\$19,062.71	Minimum
Daily Civil Penalties	164 days @\$500/day	5-5-06-10-16-06	\$82,000.00	
GRAND TOTAL		1-3-07	\$101,062.71	Maximum

Notification Schedule

[illegible]

.

Memorandum

City of Las Vegas Neighborhood Services Department

To: Barbara Jo Ronemus, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: December 11, 2006

Re: Report of Expenses for the mitigation abatement of Vacant or Abandoned Building at 960 G Street - Ward 5 (Weekly)

LVMC9.04.045 Authorizes the City of Las Vegas to assess and collect a reinspection fee of \$75.00 if the violation(s) are not brought into compliance by the reinspection date on this notice. An additional fee of \$45.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial reinspection. In addition, LVMC9.04.020 and 9.040.030 Authorizes the city to assess a civil penalty concurrently with the reinspection fees assessed. On the 2nd re-inspection a \$45 re-inspection fee + a \$150.00 civil penalty will be assessed; On the 3rd re-inspection a \$45 re-inspection fee + a \$300.00 civil penalty will be assessed; On the 4th re-inspection and any future re-inspections will be assessed a \$45 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 daily civil fee will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Vacant or Abandoned Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing debris, vegetation (dead, dry & overgrown), shingles, installing roofing material, glass repair and securing all structures on site. The mitigation abatement was completed by Disaster Kleen-up of Nevada on October 17, 2006 at a cost of \$9,315.40 (\$8,851.95 contract, \$463.45 glass repair), which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Removal of debris and shingles, and furnish & install roofing material	\$2,981.00
Removal of all vegetation (dead, dry & overgrown)	\$2,576.48
Security grill - window	\$1,738.39
Ornamental iron – security door	\$164.08
Framing repair	\$145.00
Paint stucco & trim	\$972.00
Remove existing board up materials	\$275.00
Glass repair	\$463.45
AMOUNT DUE:	\$9,315.40
Administrative Processing Fee:	\$1,397.31
Boarding Certificate	\$325.00
Sub-Total:	\$11,037.71
Reinspection Fees (w/late fees):	\$825.00
Civil Penalties:	\$6,450.00
TOTAL AMOUNT DUE:	(Minimum) \$18,312.71
Daily Civil Penalties (\$82,000.00 – 164 days)	(Maximum) \$100,312.71
OWNER OF RECORD:	ELSIE BATIE
PROPERTY ABATED:	960 G Street
ASSESSOR PARCEL:	139-27-210-116
LEGAL DESCRIPTION:	H F M & M ADD
	PLAT BOOK 1 PAGE 47
	PT LOT 12 BLOCK 17

DSS:ed

ALLIED FLOORING SERVICES
DBA DISASTER KLEEN-UP OF NEVADA
1722 Primrose Path
LAS VEGAS, NEVADA 89108

DISCLOSURE OF PRINCIPALS

The principals and partners of Allied Flooring Services and
all persons and entities holding more than a 1% interest in

Allied Flooring Services or any principal of

Allied Flooring Services are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. Javier Cardona	1722 Primrose Path LV NV 89108	647-7777
2. Marisela Cardona	1722 Primrose Path LV NV 89108	647-7777
3.		
4.		
5.		
6.		

Continue list until full and complete disclosure is made

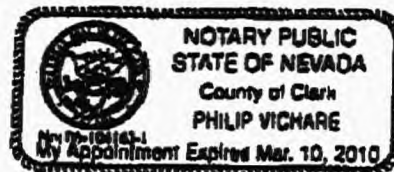
I certify under penalty or perjury, that the foregoing list is
full and complete.

Allied Flooring Services

BY: Lyn Muravnick
Lynn Muravnick, Office Mgr.

Subscribed and sworn to before me
This 16th day of August, 2006.

Philip Vichare
Notary Public





LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
WRENCE WEEKLY

TEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

**NOTICE OF PUBLIC HEARING
JANUARY 3, 2007**

Pursuant to Title 9, Chapter 4 of the Las Vegas Municipal Code, NOTICE IS HEREBY GIVEN THAT ON **Wednesday, January 3, 2007 at 1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following REPORT OF EXPENSES submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

Abatement of the property by removing debris, vegetation (dead, dry & overgrown), shingles, installing roofing material, glass repair and securing all structures on property located at **960 G STREET**, legally described as **H F M & M ADD PLAT BOOK 1 PAGE 47 PT LOT 12 BLOCK 17**. Owner of record at time of abatement: **ELSIE BATIE - WARD 5 (WEEKLY)**

The Director of Neighborhood Services certifies in the report that the sum of \$18,312.71 was expended (\$9,315.40 for cleaning and repair by Disaster Kleen-Up of Nevada; \$325.00 boarded building certificate; and \$825.00 for Re-inspection fees; \$1,397.31 Administrative Processing Fee and \$7,275.00 in civil penalties).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

BARBARA JO RONEMUS
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.386.9108

www.lasvegasnevada.gov

18112-001-06-05
CLV 7009



Address: 960 G ST

CLV

VACANT/BOARDED BUILDING

Parcel(s)

Parcel:	Size:	Subdivision Name:
13927210116	0.05 ACRE	H F M & M ADD

Owner Information:

10-Aug-02	BATIE ELSIE
	960 G ST; LAS VEGAS, NV 89106-3314

Inspection Summary

Inspector:	Status:		Scheduled DT:	Start Dt:	Comp DT:	Min:
981876	Failed		10/14/2005	10/14/2005 9:06	10/14/2005 9:11	5
981876	Passed	Partial	10/27/2005	10/24/2005 10:07	10/24/2005 10:10	3
981876	Failed		11/3/2005	11/04/2005 12:57	11/04/2005 13:00	3
981876	Passed	Partial	12/9/2005	12/02/2005 15:12	12/02/2005 15:15	3
981876	Failed		12/12/2005	12/12/2005 13:37	12/12/2005 13:40	3
981876	Passed	Partial	12/14/2005	12/23/2005 8:12	12/23/2005 8:15	3
981876	Failed		1/3/2006	01/03/2006 10:25	01/03/2006 10:27	2
981876	Passed	Partial	1/5/2006	01/06/2006 10:33	01/06/2006 10:36	3
981876	Failed		1/18/2006	01/19/2006 15:37	01/19/2006 15:40	3
981876	Passed	Partial	3/3/2006	03/03/2006 9:38	03/03/2006 9:39	1
981876	Failed		3/15/2006	03/17/2006 13:21	03/17/2006 13:24	3
970581	Passed	Partial	3/21/2006	03/25/2006 8:00	03/25/2006 8:05	5
981876	Failed		5/2/2006	05/05/2006 12:34	05/05/2006 12:41	7
981876	Failed		5/12/2006	05/15/2006 10:38	05/15/2006 10:41	3
981876	Failed		5/22/2006	05/22/2006 13:45	05/22/2006 13:48	3
981876	Failed		5/29/2006	05/31/2006 9:26	05/31/2006 9:29	3
981876	Failed		6/7/2006	06/08/2006 9:06	06/08/2006 9:09	3
981876	Failed		6/15/2006	06/15/2006 13:06	06/15/2006 13:09	3
981876	Failed		6/22/2006	06/22/2006 8:14	06/22/2006 8:15	1
981876	Failed		6/29/2006	06/28/2006 8:33	06/28/2006 8:37	4
981876	Failed		7/5/2006	07/07/2006 13:04	07/07/2006 13:07	3
981876	Failed		7/12/2006	07/13/2006 12:39	07/13/2006 12:42	3
981876	Passed	Partial	7/20/2006	07/20/2006 7:46	07/20/2006 7:49	3
981876	Passed	Partial	8/2/2006	07/27/2006 9:08	07/27/2006 9:11	3
981876	Failed		8/7/2006	08/09/2006 9:43	08/09/2006 9:46	3
900057	No Action		10/2/2006			

Time in Minutes: 79

Violation Details

<i>Violation</i>	<i>Violation DT:</i>	<i>Resolve DT:</i>	<i>Location:</i>
A-REFUSE/WST	10/14/2005		PROPERTY
REMOVE ALL REFUSE AND WASTE FROM ALL YARDS.			
A-MITIGATION	10/14/2005		PROPERTY
SUBMIT FOR APPROVAL AND ADHERE TO A MITIGATION PLAN.			
A-BLD VACANT	10/14/2005		PROPERTY
SUBMIT A LETTER OF INTENT. OBTAIN A BOARDING CERTIFICATE.			
A-PERMIT REQ	11/8/2005		PROPERTY
OBTAIN A PERMIT FOR LAWFUL OCCUPANCY.			
A-INTENT LTR	11/8/2005		PROPERTY
SUBMIT A LETTER OF INTENT			
A-BRDG CERT	11/8/2005		PROPERTY
OBTAIN A BOARDING CERTIFICATE			

Log

<i>Type:</i>	<i>Date:</i>	<i>Employee:</i>	<i>Min:</i>
MISC	11/6/2006 2:28:00 PM	KATHY STEWART	0
Sent invoice from Disaster Klean-up of Nevada to Finance for payment; gave file to Pam Hines for review/Council.			
EMAIL	11/3/2006 8:43:00 AM	KATHY STEWART	0
Emailed Devin Smith to approve Oracle payment.			
DIRECT	11/2/2006 1:30:00 PM	KATHY STEWART	0
Per Devin Smith, okay to pay invoice with added charges as long as they are still low bidder; which they are.			
MISC	11/1/2006 8:00:00 AM	KATHY STEWART	0
Received invoice from Disaster Klean-up for abatement of project. Invoice has added extra charges for glass repair; original bid \$8,851.95, new total with extra charge \$9,315.40. Gave invoice to Devin Smith for approval of change of bid total.			
MISC	10/23/2006 8:00:00 AM	KATHY STEWART	0
Per #16, okay to pay invoice, after abatement video completed.			
VIDREQ	10/17/2006 8:00:00 AM	KATHY STEWART	0
Gave fax from Disaster Klean-up stating that property has been abated to #16 to do an After abatement video of the property.			
AX	10/17/2006 7:41:00 AM	KATHY STEWART	0
Received fax from Disaster Klean-up of Nevada that property has been abated. E-mailed #16 this information.			
PHONE	9/26/2006 4:05:00 PM	LYNN NIHIPALI	0
16)PER 24, CONTACTED TOM JORGENSON AT 647-7777 TO CHECK ON STATUS, BARS ARE GOING ON AND STUCCO BEING REPAIRED SHOULD BE READY 10/2			
PHONE	8/24/2006 2:03:00 PM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO TOM JORGENSON, TOLD HIM PRE ABATEMENT FILMED AND HE CAN PROCEED WITH ABATEMENT.			
VIDPRE	8/24/2006 9:05:00 AM	KELLY OLIVERIUS	5
30)FILMED PRE ABATEMENT VIDEO FOR CITY MITIGATION. NO CHANGE AT PROPERTY.			
PHONE	8/24/2006 8:21:00 AM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO TOM, DISATER KLEAN UP, 480-5996, NO ANSWER, LEFT A VM THE VIDEO WILL BE DONE TODAY FOR ABATEMENT TO START FRIDAY AS REQUESTED.			
BIDA	8/23/2006 2:17:00 PM	KATHY STEWART	0
Faxed Award (Mitigation) letter to Disaster Klean-up of Nevada. Contractor must call/fax a start date within five days of award.			
DIRECT	8/23/2006 11:22:00 AM	KATHY STEWART	0
Per Devin Smith, Award (Mitigation) to low bidder, Disaster Klean-up of Nevada.			
EMAIL	8/23/2006 11:06:00 AM	KATHY STEWART	0
2nd Request--Sent email to Devin Smith requesting to proceed with abatement, Award to low bidder.			

EMAIL	8/22/2006 10:59:00 AM	KATHY STEWART	-3
Sent email to Devin Smith requesting to proceed with abatement, Award to low bidder.			
RESEAR	8/9/2006 6:08:00 PM	KELLY OLIVERIUS	0
30)CHECKED ASSESSOR, NO CHANGE IN OWNERSHIP.			
INSP	8/9/2006 9:43:00 AM	KELLY OLIVERIUS	3
30)NO CHANGE AT PROPERTY. NO ACTIVITY. NO MITIGATION RECIEVED. PIX.ASSESS FEES. PUT IN FOR CONT. MIT. CB 8/10 TO DEVIN.			
MISC	7/31/2006 2:27:00 PM	KATHY STEWART	0
Sent Certified & Regular letters from owner, Return to Sender, Move, Left No Address, to Maria to file.			
PSTMIT	7/27/2006 9:08:00 AM	KELLY OLIVERIUS	3
30)POSTED NOTICE OF MITIGATION. CB 08/07			
NOTICE	7/26/2006 10:54:00 AM	KATHY STEWART	0
Sent Ten (10) Day Notice Before Mitigation letter to owner. POST: 7/27. C/B: 8/7. Sent file to #30.			
DIRECT	7/24/2006 11:15:00 AM	KATHY STEWART	0
Per Devin Smith, proceed with abatement, send 10 Day Notice Before Mitigation letter.			
INSP	7/20/2006 7:46:00 AM	KELLY OLIVERIUS	3
30)NO CHANGE AT PROEPRTY, SECURE. SOME VAG DEBRIS. STILL BOARDED. NO CONTACT FROM OWNER, NO MITIGATION PLAN. PIX. ASSESS FEE AND CIVIL PENALTY. CB 08/02.			
INSP	7/13/2006 12:39:00 PM	KELLY OLIVERIUS	3
30)NO CHANGE AT PROPERTY. SECURE. NO MITIGATION. PIX. CB 07/20.			
INSP	7/7/2006 1:04:00 PM	KELLY OLIVERIUS	3
30)NO CHANGE AT PROPERTY. SECURE. NO MITIGATION. PIX.ASSESS FEE AND CIVIL PENALTY. CB 07/12			
VCIVIL	6/28/2006 8:33:00 AM	KELLY OLIVERIUS	4
30)FILMED CIVIL PENALTIES VIDEO.			
INSP	6/28/2006 8:33:00 AM	KELLY OLIVERIUS	4
30)NO CHANGE AT PROPERTY. SECURE. SOME WEEDS, LITTER. NO MITIGATION/BOARD.PIX. FILMED CIVIL PENALTY VIDEO. CB 07/05.			
INSP	6/22/2006 8:14:00 AM	KELLY OLIVERIUS	1
30)NO CHANGE, NO MITIGATION. PIX. ASSESS FEE AND CIVIL PENALTY. CB 06/29.			
INSP	6/15/2006 1:06:00 PM	KELLY OLIVERIUS	3
30)NO CHANGE AT PROPERTY. NO MITIGATION RECIEVED. PIX. ASSESS FEE AND CIVIL PENALTY. CB 06/22.			
INSP	6/8/2006 9:06:00 AM	KELLY OLIVERIUS	3
30)NO CHANGE AT PROPERTY. SECURE, NO ACTIVITY. PIX. NO MITIGATION RECIEVED. ASSESS FEES AND CIVIL PENALTIES. CB 06/15.			
INSP	5/31/2006 9:26:00 AM	KELLY OLIVERIUS	3
30)NO CHANGE AT PROEPRTY, BOARDED/SECURE. NO MITIGATION RECIEVED. PIX. ASSESS FEE AND CIVIL PENALTY. CB 06/07.SUBMITTED CIVIL PENALTY FORM TO 24, SIXTH, \$500, NO FORMS NEEDED FROM THIS POINT ON.			
CIVPEN	5/31/2006 9:13:00 AM	JESSICA LARRAMENDY	1
JL) Processed \$500.00 civil penalty request. Forwarded to Finance - Invoice #35358HN-315498			
BIDR	5/30/2006 7:00:00 AM	KATHY STEWART	0
Received Mitigation Proposals from contractors (1) Disaster Kleeen-up of NV-\$8,851.95; (2) CH Construction-\$12,350. Forward Proposals to Devin Smith.			
CIVPEN	5/23/2006 3:11:00 PM	JESSICA LARRAMENDY	0
JL) Processed \$500.00 civil penalty request. Forwarded to Finance - Invoice #35358HN-312289			
CIVPEN	5/23/2006 3:11:00 PM	JESSICA LARRAMENDY	0
JL) Processed \$300.00 civil penalty request. Forwarded to Finance - Invoice #35358HN-312288			
CIVPEN	5/23/2006 3:10:00 PM	JESSICA LARRAMENDY	0
JL) Processed \$150.00 civil penalty request. Forwarded to Finance - Invoice #35358HN-312283			
INSP	5/22/2006 1:45:00 PM	KELLY OLIVERIUS	3
30)NO CHANGE AT PROEPRTY. NO ACITIVITY. NO MITIGATION RECIEVED. [IX. ACESS FEE AND CIVIL PENALTY. CB 05/29. SUBMITTED CIVIL PENALTY FORM TO 24, SECOND \$500.			

MEET	5/17/2006 10:00:00 AM	KELLY OLIVERIUS	90
30)MET WITH DEVIN, PAM, AND CONTRACTORS TO EVALUATE PROPERTY FOR CITY MITIGATION. BID DUE BY 05/26.			
INSP	5/15/2006 10:38:00 AM	KELLY OLIVERIUS	3
30)NO CHANGE, NO MITIGATION RECIEVED. PIX. ASSESS FEE. CB 05/22.SUBMITTED CIVIL PENALTY FORM TO 24, FIRST \$500.			
RECORD	5/12/2006 4:00:00 PM	JESSICA LARRAMENDY	0
JL) Recorded lien in the amount of \$2,566.35 at Clark County. Book: 20060512 Inst: 02467			
INSP	5/5/2006 12:34:00 PM	KELLY OLIVERIUS	7
30)NO CHANGE AT PROPERTY. PIX. ASSESS FEE. NO MITIGATION, NO CONTACT. CB 05/12.SUBMITTED CIVL PENALTY FORM TO 24 FOR APPROVAL, FIRST AND SECOND, \$150 AND \$300.			
DIRECT	4/27/2006 1:07:00 PM		0
Continue to inspect and assess fees as necessary. Will meet with contractors to get bids on mitigation.			
NTCPH	3/25/2006 8:00:00 AM	ROBERT KAEMPFER	5
26) Posted notice of hearing on front door			
INSP	3/17/2006 1:21:00 PM	KELLY OLIVERIUS	3
30)EVALUATED PROEPRTY FOR MITIGATION BY CITY. ALL OPENINGS BOARDED, DAMAGE UNKNOWN TO WINDOWS/DOORS. ROOF SHINGLES NEED REPLACEMENT. EXTERIOR PAINTING. LANDSCAPING. REMOVAL OF TWO DEAD TREES IN N. SIDE YARD. PIX. REFER TO DEVIN.			
DIRECT	3/15/2006 9:02:00 AM	KELLY OLIVERIUS	0
30)PER DEVIN, MOVE FORWARD WITH MITIGATION BY CITY. INSP PROEPRTY FOR MITIGATION REQ			
MISC	3/13/2006 2:31:00 PM	JESSICA LARRAMENDY	0
JL) Rec'd regular ltr and certified ltr back - Return to Sender - Attempted - Not Known. Unable to Forward.			
LETTER	3/6/2006 3:10:00 PM	JESSICA LARRAMENDY	0
JL) Report of expense ltr and memo mailed to property owner both certified and regular mail.			
MEET	3/6/2006 3:09:00 PM	JESSICA LARRAMENDY	0
JL) Scheduled to go before Council on April 5, 2006.			
INSP	3/3/2006 9:38:00 AM	KELLY OLIVERIUS	1
30)PROPERTY STILL CLEAN/SECURE. REVIEW WITH DEVIN FOR MITIGATION.			
MISC	3/1/2006 7:44:00 AM	JESSICA LARRAMENDY	0
JL) No Action changed to Passed to allow invoice to generate. Stage rollback to No Action after processed. Assigned back to #30 to do status checks (1 year) assigned in queue 3/3/06.			
MISC	2/10/2006 7:43:00 AM	KATHY STEWART	0
Invoice (\$1,949) from C.H. Construction sent to Fiance for payment. Sent file to Jessica.			
EMAIL	2/8/2006 2:33:00 PM	KELLY OLIVERIUS	0
30)EMAILED DEVIN TO REVIEW CASE, BOARD/LETTER PAST DUE.			
MISC	2/7/2006 10:52:00 AM	KATHY STEWART	0
Received invoice (\$1,949) from C.H. Construction, LLC for completion of abatement. E-mailed #30 this information.			
VIDPST	2/6/2006 1:10:00 PM	KELLY OLIVERIUS	8
30)FILMED POST ABATEMENT VIDEO. PROPERTY CLEAN. LETTER/BOARD PAST DUE.			
VIDPRE	2/1/2006 12:54:00 PM	KELLY OLIVERIUS	8
30)FILMED PRE ABATEMENT VIDEO.			
MISC	2/1/2006 11:55:00 AM	KATHY STEWART	0
Received fax from C.H. Construction with start date, Thursday, 2/2/06. E-mailed #30 this information.			
PHONE	2/1/2006 10:30:00 AM	KELLY OLIVERIUS	2
30)RECIEVED A CALL FROM CHRIS WITH CH CONST, HE REQ. A VIDEO TODAY TO BE ABLE TO START ABATEMENT. WILL VIDEO.			
BIDA	1/30/2006 2:04:00 PM	KATHY STEWART	0
Faxed Award letter to C.H. Construction, LLC. Contractor has five days to call/fax a Start Date for abatement.			
DIRECT	1/30/2006 10:09:00 AM	KATHY STEWART	0
Per Devin Smith, Award to low bidder, C.H. Construction.			

RESEAR	1/24/2006 7:15:00 AM	KELLY OLIVERIUS	0
30)CHECKED ASSESSOR FOR OWNERSHIP CHANGE, NO CHANGE.			
MISC	1/23/2006 11:27:00 AM	KATHY STEWART	0
Sent Certified & Regular letter, Return to Sender, Attempted Not Known, to #30 to file.			
INSP	1/19/2006 3:37:00 PM	KELLY OLIVERIUS	3
30)NO CHANGE SINCE LAST INSP. PIX. PUT IN FOR CONT. ABATEMENT. ASSESS FEE.			
MISC	1/17/2006 2:50:00 PM	KATHY STEWART	0
Sent Certified & Regular letters, Return to Sender, Forwarding Order Expired, to #30 to file.			
NTCABT	1/6/2006 10:33:00 AM	KELLY OLIVERIUS	3
30)POSTED TEN DAY NOTICE TO ABATE. CB 01/18.			
NOTICE	1/4/2006 1:30:00 PM	KATHY STEWART	0
Sent Revised Ten (10) Day Notice Before Abatement letter to owner. POST: 1/5. C/B: 1/17. Sent file to #30.			
DIRECT	1/4/2006 1:25:00 PM	KATHY STEWART	0
Per #24, send Revised 10 Day Notice Before Abatement letter due to fact that CLV RRT, low bidder, can no longer be awarded bids.			
EMAIL	1/4/2006 8:03:00 AM	KELLY OLIVERIUS	1
30)RECIEVED AN EMAIL FROM LINDA, STATES THERE IS O CONTACT NUMBER FOR THIS PROPERTY.			
MAIL	1/4/2006 7:15:00 AM	KELLY OLIVERIUS	0
30)EMAILED LINDA TO CHECK WATER SCREEN FOR CONTACT NUMBER.			
RESEAR	1/4/2006 7:10:00 AM	KELLY OLIVERIUS	2
30)CHECKED ASSESSOR FOR OWNERSHIP CHANGE, NO CHANGE.			
INSP	1/3/2006 10:25:00 AM	KELLY OLIVERIUS	2
30)N OCHANGE SINCE LAST INSPECTION. PUT IN FOR CONTINUED ABATEMENT. PIX. CB 01/05 TO 24.			
NTCABT	12/23/2005 8:12:00 AM	KELLY OLIVERIUS	3
30)POSTED 10 DAY NOTICE TO ABATE. CB 01/03.			
NOTICE	12/21/2005 9:46:00 AM	KATHY STEWART	0
Sent Ten (10) Day Notice Before Abatement letter to owner. POST: 12/22. C/B: 1/3/06. Sent file to #30.			
BIDR	12/20/2005 8:00:00 AM	KATHY STEWART	0
Received bids from contractor (1) CLV RRT-\$470; (2) C.H. Construction-\$1,949 (Late Bid)			
BIDS	12/15/2005 8:47:00 AM	KATHY STEWART	0
Faxed Invitation to Bid to contractors. Bid due by COB, 12/19/05.			
REFER	12/13/2005 7:29:00 AM	KELLY OLIVERIUS	1
30)FORWARDED CASE TO 24 FOR ABATMENT.			
RESEAR	12/13/2005 7:26:00 AM	KELLY OLIVERIUS	3
30)CHECKED ASSESSOR FOR OWENRSHIP CHANGE, NONE FOUND.			
INSP	12/12/2005 1:37:00 PM	KELLY OLIVERIUS	3
30)NO CHANGE SINCE LAST INSPECTION. HOUSE IS SEUCRE BUT R/W IN ALL YARDS REMAINS. PIX. PUT IN FOR CONTINUED ABATEMENT. NO CONTACT WITH OWNER.			
RECORD	12/9/2005 7:50:00 AM	JESSICA LARRAMENDY	0
JL) Recorded N&O dated November 30, 2005 at Clark County. Book: 20051209 Inst: 02725			
NOPOST	12/2/2005 3:12:00 PM	KELLY OLIVERIUS	3
30)POSTED N&O. CB 12/12.			
MISC	11/29/2005 11:45:00 AM	KATHY STEWART	0
Gave file to Liz to process N&O.			
MISC	11/15/2005 6:32:00 AM	KELLY OLIVERIUS	5
30)PROCESSED N&O, FORWARDED TO 24 FOR REVIEW.			
DIRECT	11/15/2005 6:29:00 AM	KELLY OLIVERIUS	0
30)per 24, process new n&o due to format change.			

RESEAR	11/15/2005 6:29:00 AM	KELLY OLIVERIUS	3
30)CHECKED ASSESSOR FOR OWNERSHIP CHANGE, NONE FOUND.			
MISC	11/10/2005 8:22:00 AM	KATHY STEWART	0
Sent Regular letter from owner, Return to Sender, Attempted Not Known, to #30 to file.			
RESEAR	11/7/2005 8:44:00 AM	KELLY OLIVERIUS	3
30)CHECKED ASSESSOR FOR CHANGE IN OWNERSHIP. NO CHANGE IN OWNERSHIP.			
INSP	11/4/2005 12:57:00 PM	KELLY OLIVERIUS	3
30)NO CHANGE SINCE LAS INSPECTION. PIX. WILL PUT IN FOR CONT. ABATMENT. N&O RETURNED TO SENDER. NO CONTACT WITH OWNER. REFER TO 24.			
MISC	11/2/2005 8:11:00 AM	KATHY STEWART	0
Sent Certified letter, Return to Sender, Attempted Not Known, to #30 to file			
RECORD	10/31/2005 10:27:00 AM	JESSICA LARRAMENDY	0
JL) Recorded N&O dated October 21, 2005 at Clark County. Book: 20051031 Inst: 03552			
MISC	10/26/2005 3:48:00 PM	LAURA DEARMOND	0
REC'D CERT CARD FROM OWNER & SENT CARD TO C/E OFFICE			
NOPOST	10/24/2005 10:07:00 AM	KELLY OLIVERIUS	3
30)VIOL. REMAIN. POSTED N&O. CB 11/03.			
/BPROJ	10/21/2005 9:17:00 AM	KATHY STEWART	0
MISC	10/18/2005 9:02:00 AM	KELLY OLIVERIUS	5
30)PROCESSED N&O, FORWARDED TO 24 FOR REVIEW.			
RESEAR	10/18/2005 9:01:00 AM	KELLY OLIVERIUS	0
30)CHECKED ASSESSOR FOR ANY OTHER PROPERTIES OWNED, NONE FOUND. NO CONTACT NUMBER FOUND.			
RESEAR	10/18/2005 8:43:00 AM	KELLY OLIVERIUS	8
30)ACCESSED COUNTY SITE FOR ASSESSOR INFO. CHECKED WHITE PAGES AND SEWER FOR CONTACT INFO.			
INSP	10/14/2005 9:06:00 AM	KELLY OLIVERIUS	5
30)VACANT, BOARDED BLDG, TO SPEC, SECURE. R/W IN ALL YARDS (TREE DEBRIS, TRASH, WOOD, CARPET, PIPES, ECT.). PIX. WILL PROCESS N&O.			

Time in minutes:

225

APN 139-27-210-116
Ref # 44707

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **ELSIE BATIE**
(Reputed Owner(s)) at time of abatement.

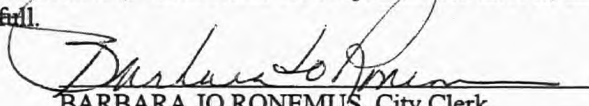
Assessor's Parcel No.: 139-27-210-116
Commonly known as: 960 G STREET
Legal Description: HFM & M ADD
PLAT BOOK 1 PAGE 47
PT LOT 12 BLOCK 17

On October 17, 2006, as provided in the Municipal Code, 9.04, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses in the amount of \$18,312.71 were incurred by the City of Las Vegas in the above nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on January 3, 2007, ordered the above charges in the amount of \$18,312.71, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

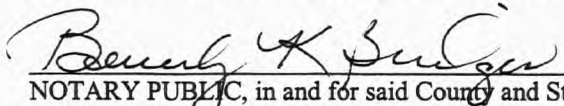

BARBARA JO RONEMUS, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

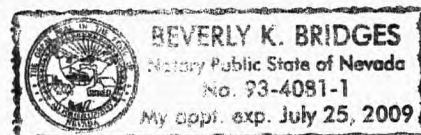
STATE OF NEVADA)
COUNTY OF CLARK)

BARBARA JO RONEMUS, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.


BARBARA JO RONEMUS, City Clerk

Subscribed and sworn to before me this 24th day of January, 2007


NOTARY PUBLIC, in and for said County and State



WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE
LAS VEGAS, NV 89101

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: STEPHEN HARSIN**☐ Consent ☒ Discussion**SUBJECT:**

Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 3804 Beacon Point Street.
PROPERTY OWNER: KIONNE JOHNSON (\$3,452.90 - General Fund) - Ward 4 (Brown)

Fiscal Impact**No Impact****Augmentation Required****Budget Funds Available****Amount:** \$3,452.90**Funding Source:** General Fund**Dept./Division:** Neighborhood Services/Neighborhood Response**PURPOSE/BACKGROUND:**

The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired Disaster Kleen-Up of Nevada to install rock landscape in front yard. To date, there have been thirteen (13) inspections conducted at this location. The value of the property based on the sale date of June 2004 was \$625,000.00.

RECOMMENDATION:

That the City Council: 1. Approve the report of expenses in the amount of \$3,452.90 (inclusive of \$3,452.90 minimum civil penalties) and discuss assessment of maximum civil penalties in the amount of \$10,952.90 (15 days @ \$500/day = \$7,500.00) in order that the above charges be filed and recorded against the property, constituting a special assessment and lien. 2. Authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Spreadsheet of Fees, Penalties and Abatement
4. Report of Expenses
5. Contractor Disclosure
6. Notice of Public Hearing
7. Chronological List of Events
8. Copy of the Notice and Claim of Lien
9. Submitted After Meeting – Justification Memo and Backup Documentation Relating to Agenda Discrepancy

CITY COUNCIL MEETING OF: JANUARY 03, 2007

Motion made by LARRY BROWN to Approve as Recommended and to include \$3,500 civil penalties

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

Video shown but not submitted.

MAYOR GOODMAN declared the Public Hearing open.

DEVIN SMITH, Manager of Neighborhood Response, read the purpose/background regarding the condition of the property as a public hazard and attractive nuisance requiring the described abatement. When no corrective action was taken, nor an appeal filed, the Department of Neighborhood Services hired Disaster Kleen-Up of Nevada to install rock landscape in the front yard. The value of the property, based on the sale date of June 2004 was \$625,000. MR. SMITH recommended the City Council approve the report of expenses in the amount of \$1,276.90 for work completed by Disaster Kleen-Up of Nevada, plus a 15 percent administrative fee of \$191.40, reinspection fees and late fees of \$280.50, civil penalties in the amount of \$1,450, for a total of \$3,452.90. In addition, the City Council may impose daily civil penalties from August 29, 2006 through September 6, 2006 for 15 days at \$500.00 a day, not to exceed \$7,500.

MAYOR GOODMAN was disappointed that the property owner was not present so that he could ask how a beautiful home could be in such disrepair.

COUNCILMAN BROWN added \$3,500 civil penalties to the amount of \$3,452.90 recommended by staff.

MAYOR GOODMAN declared the Public Hearing closed.

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 3, 2007

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 3804 Beacon Point Street. PROPERTY OWNER: KIONNE JOHNSON – Ward 4 (Brown)

Disaster Kleen-Up of Nevada completed work on September 14, 2006 at a cost of \$1,276.00; \$255.00 in reinspection fees; \$1,730.50 in Civil Penalties, plus a 15% administrative fee, for a total of \$3,452.90.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Mitigation Abatement of Dangerous Building, Vacant or Abandoned Buildings and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.



Spreadsheet of charges accrued since April 28, 2006
3804 Beacon Point – WARD 4

Inspections (Failed)	Date	Fees	Late Fee	Civil Penalties per failed inspection	Accruing Total	Daily Civil Penalties Effective After the 2nd \$500.00
1 st inspection	4-6-06	No charge				
2 nd inspection	4-28-06	\$75	\$7.50		\$82.50	
3 rd inspection	6-30-06	\$45	\$4.50	\$150	\$282.00	
4 th inspection	7-13-06	\$45	\$4.50	\$300	\$631.50	
5 th inspection	7-27-06	\$45	\$4.50	\$500	\$1,181.00	
6 th inspection	8-29-06	\$45	\$4.50	\$500	\$1,730.50	Trigger
Sub-total		\$255	\$25.50	\$1,450.00	\$1,730.50	
Passed Inspection	9-13-06					(15 days) \$7,500
TOTAL		\$255	\$25.50	\$1,450.00	\$1,730.50	

ABATEMENT	Breakdown	Date	Cost	Comments
Abatement Amount		9-14-06	\$1,467.40	
	Disaster Kleen-Up of NV		\$1,276.00	
	Administrative Fees		\$191.40	
Abatement TOTAL		9-14-06	\$1,467.40	

Fees, Penalties and Abatement	Breakdown	Date	Cost	Comments
Fee and Penalties		8-29-06	\$1,985.50	
Abatement		9-14-06	\$1,467.40	
TOTAL		1-3-07	\$3,452.90	Minimum
Daily Civil Penalties	15 days @\$500/day	8-29-06- 9-12-06	\$7,500.00	
GRAND TOTAL		1-3-07	\$10,952.90	Maximum

Memorandum

City of Las Vegas Neighborhood Services Department

To: Barbara Jo Ronemus, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: December 11, 2006

Re: Report of Expenses for the mitigation abatement of Vacant or Abandoned Building at 3804 Beacon Point - Ward 4 (Brown)

LVMC9.04.045 Authorizes the City of Las Vegas to assess and collect a reinspection fee of \$75.00 if the violation(s) are not brought into compliance by the reinspection date on this notice. An additional fee of \$45.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial reinspection. In addition, LVMC9.04.020 and 9.040.030 Authorizes the city to assess a civil penalty concurrently with the reinspection fees assessed. On the 2nd re-inspection a \$45 re-inspection fee + a \$150.00 civil penalty will be assessed; On the 3rd re-inspection a \$45 re-inspection fee + a \$300.00 civil penalty will be assessed; On the 4th re-inspection and any future re-inspections will be assessed a \$45 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 daily civil fee will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Vacant or Abandoned Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing refuse, waste, trash, debris, vegetation (dead, dry & overgrown) and installing rock landscaping. The mitigation abatement was completed by Disaster Kleen-up of Nevada on September 14, 2006 at a cost of \$1,276.00 which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Rock landscape (front yard only)	\$1,276.00
AMOUNT DUE:	\$1,276.00
Administrative Processing Fee:	\$191.40
Sub-Total:	\$1,467.40
Reinspection Fees (w/late fees):	\$255.00
Civil Penalties	\$1,467.40
TOTAL AMOUNT DUE:	(Minimum) \$3,452.90
Daily Civil Penalties (\$7,500.00–15 days)	(Maximum) \$10,952.90
OWNER OF RECORD:	KIONNE JOHNSON
PROPERTY ABATED:	3804 Beacon Point Street
ASSESSOR PARCEL:	138-08-512-099
LEGAL DESCRIPTION:	EL CAPITAN RANCH-UNIT #8
	PLAT BOOK 73 PAGE 4
	LOT 215 BLOCK 2

DSS:ed

ALLIED FLOORING SERVICES
DBA DISASTER KLEEN-UP OF NEVADA
1722 Primrose Path
LAS VEGAS, NEVADA 89108

DISCLOSURE OF PRINCIPALS

The principals and partners of Allied Flooring Services and
all persons and entities holding more than a 1% interest in

Allied Flooring Services or any principal of
Allied Flooring Services are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
------------------	-------------------------	-----------------------

1. <u>Javier Cardona</u>	<u>1722 Primrose Path LV NV 89108</u>	<u>647-7777</u>
--------------------------	---------------------------------------	-----------------

2. <u>Marisela Cardona</u>	<u>1722 Primrose Path LV NV 89108</u>	<u>647-7777</u>
----------------------------	---------------------------------------	-----------------

3. _____	_____	_____
----------	-------	-------

4. _____	_____	_____
----------	-------	-------

5. _____	_____	_____
----------	-------	-------

6. _____	_____	_____
----------	-------	-------

Continue list until full and complete disclosure is made

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

Allied Flooring Services

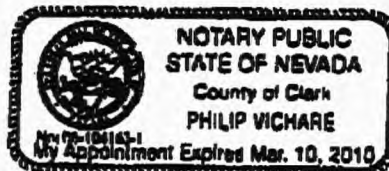
BY:

Lyn Muravnick

Lynn Muravnick, Office Mgr.

Subscribed and sworn to before me
This 16th day of August, 2006.

Philip Vichare
Notary Public





LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
WRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

**NOTICE OF PUBLIC HEARING
JANUARY 3, 2007**

Pursuant to Title 9, Chapter 4 of the Las Vegas Municipal Code, NOTICE IS HEREBY GIVEN THAT ON **Wednesday, January 3, 2007 at 1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following REPORT OF EXPENSES submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

Abatement of the property by removing refuse, waste, trash, debris, vegetation (dead, dry & overgrown) and installing rock landscaping on property located at **3804 BEACON POINT STREET**, legally described as **EL CAPITAN RANCH-UNIT #8 PLAT BOOK 73 PAGE 4 LOT 215 BLOCK 2**. Owner of record at time of abatement: **KIONNE JOHNSON - WARD 4 (BROWN)**

The Director of Neighborhood Services certifies in the report that the sum of \$3,197.90 was expended (\$1,276.00 for cleaning of the property by Disaster Kleen-Up of Nevada; \$280.50 for Re-inspection fees; \$191.40 Administrative Processing Fee and \$1,450.00 civil penalties).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

**BARBARA JO RONEMUS
CITY CLERK**

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.386.9108

www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

Address: 3804 BEACON POINT ST

CITZ

HOUSE VACANT IN FORECLOSURE...HIGH WEEDS, STAGNANT WATER IN POOL

Parcel(s)

Parcel:	Size:	Subdivision Name:
13808512099	0.17 ACRE	EL CAPITAN RANCH-UNIT #8

Owner Information:

10-Aug-02	26-Mar-03	JOHNSON LLOYD A & LORI M 3804 BEACON POINT ST; LAS VEGAS, NV 89129-8303
26-Mar-03	23-Jun-04	PINERO TONY 3804 BEACON POINT ST; LAS VEGAS, NV 89129-8303
23-Jun-04		JOHNSON KIONNE 3804 BEACON POINT ST; LAS VEGAS, NV 89129-8303

Inspection Summary

Inspector:	Status:		Scheduled DT:	Start Dt:	Comp DT:	Min:
983955	Failed		4/5/2006	04/06/2006 8:30	04/06/2006 8:40	10
981876	Passed	Partial	4/11/2006	04/11/2006 10:35	04/11/2006 10:40	5
981876	Passed	Partial	4/26/2006	04/19/2006 9:47	04/19/2006 9:50	3
981876	Failed		4/28/2006	04/28/2006 9:39	04/28/2006 9:45	6
981876	Passed	Partial	5/8/2006	05/09/2006 12:46	05/09/2006 12:47	1
981876	Passed	Partial	6/1/2006	06/02/2006 10:21	06/02/2006 10:23	2
981876	Passed	Partial	6/15/2006	06/15/2006 9:49	06/15/2006 9:52	3
981876	Failed		6/29/2006	06/30/2006 12:01	06/30/2006 12:04	3
981876	Failed		7/7/2006	07/13/2006 10:48	07/13/2006 10:52	4
981876	Failed		7/24/2006	07/27/2006 12:37	07/27/2006 12:40	3
860034	Passed	Partial	7/31/2006	08/14/2006 9:45	08/14/2006 9:50	5
981876	Failed		8/24/2006	08/29/2006 10:05	08/29/2006 10:08	3
981876	Passed		8/31/2006	09/13/2006 13:26	09/13/2006 13:33	7
Time in Minutes:						55

Violation Details

Violation	Violation DT:	Resolve DT:	Location:
A-BLD VACANT	4/6/2006		THIS ADDRESS
SECURE BUILDING. (GARAGE DOOR KICKED IN)			
A-BLD DNCR	4/6/2006	6/2/2006	PROPERTY
SECURE BUILDING.			
A-WATER	4/6/2006	6/2/2006	BACKYARD
GREEN POOL. CLEAN OR DRAIN			
A-POOL	4/6/2006	6/2/2006	BACK YARD
OPEN ACCESSIBLE GATE			
A-HAZARD	4/11/2006	6/2/2006	SIDE GATE
SECURE TO DENY ACCESS TO MINORS.			

A-REFUSE/WST	4/11/2006	9/13/2006	PROPERTY
REMOVE AL REFUSE AND WASTE.			
A-MITIGATION	4/11/2006	9/13/2006	PROPERTY
SUBMIT A MITIGATION PLAN.			
A-INTENT LTR	4/11/2006	9/13/2006	PROPERTY
SUBMIT A LETTER OF INTENT			
A-WEEDS	4/11/2006	9/13/2006	PROPERTY
REMOVE ALL HIGH WEEDS			
A-BLD VACANT	6/1/2006	9/13/2006	PROPERTY
MAINTAIN PROPERTY CLEAN/SECURE.			

Log

Type:	Date:	Employee:	Min:
MISC	12/4/2006 12:42:00 PM	LYNN NIHIPALI	4
16)TOOK PIX FOR POST MITI			
FEE	11/30/2006 2:10:00 PM	JESSICA LARRAMENDY	0
JL) Requested Finance remove the manual invoice for \$325 - bldg was and is secure no bbcert required.			
MBILL	10/4/2006 1:01:00 PM	JESSICA LARRAMENDY	0
JL) Emailed Barb to add line to auto invoice for abatement, Hansen Bill #19474. Add \$325 SFD Boarded Building Certificate fee. Abatement invoices should be \$1,792.40 - Invoice #504128			
MISC	9/28/2006 7:00:00 AM	KATHY STEWART	0
Sent invoice (\$1,276) from Disaster Kleen-up of NV to Finance for payment; gave file to Pam Hines for review for Council.			
MISC	9/27/2006 10:40:00 AM	KATHY STEWART	0
Sent invoice to Devin Smith for signature.			
MISC	9/25/2006 2:47:00 PM	KATHY STEWART	0
Sent email to Devin Smith to approve Oracle payment.			
MISC	9/22/2006 3:30:00 PM	KATHY STEWART	0
Received invoice (\$1,276) from Devin Smith for Disaster Kleen-up of Nevada.			
VIDPST	9/13/2006 1:26:00 PM	KELLY OLIVERIUS	7
30)FILMED POST ABATE FOR CITY MIT. F/Y NOW LANDSCAPED. YARDS CLEANED. PROPERTY SECURE. CLOSE CASE. PROPERTY NOW APPEARS OCCUPIED.			
VIDPST	9/12/2006 9:06:00 AM	KELLY OLIVERIUS	8
30)went to film post abatement video, malfunction with camera. cb 09/13 to film.			
PHONE	9/11/2006 1:53:00 PM	KELLY OLIVERIUS	0
30)CALL FROM TOM WITH DISASTER KLEEN UP, STATED ABATEMENT IS DONE, READY TO FILM.			
PHONE	9/7/2006 8:47:00 AM	KELLY OLIVERIUS	4
30)PHONED TOM WITH DISASTER KLEEN UP, TOLD HIM FILM DONE, READY FOR ABATEMENT. TOLD TO REMOVE DEAD VEGE FROM R/Y AND SECURE F. DOOR.			
VIDPRE	9/7/2006 8:34:00 AM	KELLY OLIVERIUS	17
30)FILMED PRE ABATEMENT VIDEO FOR CITY MITIGATION. NO LANDSCAPING. NO MIT. F. DOOR STILL OPEN.			
MISC	9/6/2006 3:35:00 PM	KATHY STEWART	0
Filed Certified letter, return to sender, unclaimed.			
FAX	9/6/2006 7:00:00 AM	KATHY STEWART	0
Received fax from contractor stating start date will be Friday, 9/8/06. E-mailed #30 & #24 this information.			
CIVPEN	9/1/2006 12:42:00 PM	JESSICA LARRAMENDY	0
JL) Processed \$500.00 civil penalty request. Forwarded to Finance - Invoice #39852HN357896			
BIDA	8/31/2006 11:18:00 AM	KATHY STEWART	0
Faxed Award letter to Disaster Kleen-up of Nevada. Contractor has five days to call/fax our office with a start date.			

DIRECT	8/31/2006 10:00:00 AM	KATHY STEWART	0
Per Devin Smith, Award Mitigation Bid to low bidder, Disaster Kleen-up of Nevada			
PHONE	8/30/2006 7:52:00 AM	KELLY OLIVERIUS	0
30)PHONED OWNER, KIONNE JOHNSON, 658-0710, NO ANSWER, LEFT A VM.			
RESEAR	8/30/2006 7:51:00 AM	KELLY OLIVERIUS	0
30)CHECKED ASSESSOR, NO CHANGE IN OWNERHSIP.			
INSP	8/29/2006 10:05:00 AM	KELLY OLIVERIUS	3
30)NO LANDSCAPING IN F/Y. NO LETTER/MITIGATION RECIVED. FRONT DOOR NOW OPEN.PIX. ASSESS FEE. PUT IN FOR CONT. ABATEMENT.SUBMITTED CIVIL PENALTY FORM TO 24, FIRST \$500			
MISC	8/17/2006 9:57:00 AM	KATHY STEWART	0
Sent Regular & Certified letter from owner @ 3804 Beacon Point St., LV, NV, Return to Sender, Moved, Left No Address, to Maria to file.			
NOPOST	8/14/2006 9:45:00 AM	GERALD GUZMAN	5
27)POSTED N&O ON GARAGE DOOR.			
NOTICE	8/11/2006 1:21:00 PM	KATHY STEWART	0
Sent Ten (10) Day Notice Before Mitigation letter to owner at address of record & to 7948 Quick Pine, LV NV 89143. POST: 8/14. C/B: 8/24. Sent file to #24 for posting since #30 is on vacation.			
DIRECT	8/11/2006 9:18:00 AM	KATHY STEWART	0
Per Devin Smith, Proceed with abatement, send 10 Day Notice Before Mitigation letter to owner.			
BIDR	8/11/2006 7:00:00 AM	KATHY STEWART	0
Received bids from contractors (1) Disaster Kleen up of Nevada-\$1,276; (2) C.H. Construction-\$2,400 (3) C&W Enterprises-\$3,000			
BIDS	8/4/2006 7:22:00 AM	KATHY STEWART	0
Faxed Invitation to Bid - Mitigation to contractors. Bid due by COB, Thursday, 8/10/06.			
CIVPEN	8/1/2006 8:50:00 AM	JESSICA LARRAMENDY	0
JL) Manual civil penalty invoice for \$300 created and paperwork forwarded to Finance. Invoice #39852HN-342744			
CIVPEN	8/1/2006 8:49:00 AM	JESSICA LARRAMENDY	0
JL) Manual civil penalty invoice for \$150 created and paperwork forwarded to Finance. Invoice #39852HN-342743			
RESEAR	7/28/2006 4:13:00 PM	KELLY OLIVERIUS	0
30)CHECKED ASSESSOR, NO CHANGE IN OWNERSHIP.			
MISC	7/28/2006 3:22:00 PM	KELLY OLIVERIUS	0
30)PROCESSED CITY MITIGATION FORM.			
INSP	7/27/2006 12:37:00 PM	KELLY OLIVERIUS	3
30)NO CHANGE AT PROPERTY. MITIAGATION WAS DUE 07/17. NO RETURN CALL OR CONTACT WITH CURRENT OWNER. REQ FOR CITY MIT.REMOVE LITTER, WEEDS, AND R/W. LANDSCAPE F/Y. PIX. SUBMIT TO DEVIN FOR APPROVAL. ASSESS FEE AND CIVIL PENALTY.SECOND CIVIL PENALTY, \$300			
PHONE	7/21/2006 9:32:00 AM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO ED SEGALLA, 301-9519,COMPLAINANT, INFORMED HIM OF CASE STATUS.			
PHONE	7/20/2006 2:25:00 PM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO ED SEGALLA, COMPLAINANT, 301-9519,NO ANSWER,LEFT A VM.			
PHONE	7/14/2006 2:35:00 PM	KELLY OLIVERIUS	0
30)PHONED KIONNE JOHNSON, NO ANSWER, LEFT A VM FOR HIM TO CALL.			
INSP	7/13/2006 10:48:00 AM	KELLY OLIVERIUS	4
30)NO CHANGE AT PROPERTY. BLK F 150 ON D/W. HOUSE STILL VACANT, NO POWER. WEEDS, R/W REMAINS. PIX. NO LETTER. MIT. DUE 07/17. CONTACT OWNER. ASSESS FEE. CB 07/20. SUBMITTED CIVIL PENALTY FORM TO 24, FIRST, \$150			
PHONE	7/6/2006 3:25:00 PM	KELLY OLIVERIUS	0
30)PHONED OWNER,			
INSP	6/30/2006 12:01:00 PM	KELLY OLIVERIUS	3
30)NO CHANGE AT PROPERTY. WEEDS, LITTER. PIX. NO LETTER. CONTACT OWNER. ASSESS FEE. CB 07/07.			
MISC	6/29/2006 8:28:00 AM	MARIA VIGIL	0
web complaint 183979: Vacant house weeds growing in front yard. Trash accumulating in doorway. Front door is not locked allowing access to house and pool in back.			

PHONE	6/22/2006 10:34:00 AM	KELLY OLIVERIUS	0
30)PHONED KIONNE, NO ANSWER, LEFT A VM FOR HIM TO CALL.			
INSP	6/15/2006 9:49:00 AM	KELLY OLIVERIUS	3
30)LITTER, R/W IN F/Y. SOME HIGH WEEDS. LETTER DUE 06/17. CONTACT OWNER. PIX. CB 06/29.			
INSP	6/2/2006 10:21:00 AM	KELLY OLIVERIUS	2
30)OWNERSHIP HAS NOT CHANGED. NO ACCESS TO R/Y. GATE LOCKED. HOUSE SECURE. LETTER DUE 06/14. CB 06/15.			
MISC	5/11/2006 3:47:00 PM	KATHY STEWART	0
Sent Regular letter from owner, Return to Sender, Unable to Forward, to #30 to file.			
INSP	5/9/2006 12:46:00 PM	KELLY OLIVERIUS	1
30)GATE TO R/Y LOCKED, NOT ABLE TO VERIFY VIOL. ABATED. REVIEW WITH DEVIN.			
MISC	5/4/2006 2:55:00 PM	KATHY STEWART	0
Sent Certified letter from owner, Return to Sender, Unable to Forward, to #30 to file.			
PHONE	5/3/2006 7:58:00 AM	KELLY OLIVERIUS	0
30)PHONED OWNER, HE SIAD HE HAS NOW SECURED REAR DOOR, CHANGED LOCK ON GATE, NO ACCESS TO R/Y, AND WILL REPAIR GARAGE DOOR ON FRIDAY. ALSO CLEANED R/Y, WILL DRAIN REMAINING WATER IN POOL ON FRIDAY. CB 05/08 TO VERIFY.			
INSP	4/28/2006 9:39:00 AM	KELLY OLIVERIUS	6
30)house open/access (rear slider, garage door). r/w in r/y. pool mostly drained, some water remains. pix. contact owner. put in for abate. cb 05/04 to 24.			
MISC	4/24/2006 11:22:00 AM	KATHY STEWART	0
Sent signed Certified Card from owner to #30 to file.			
NOPOST	4/19/2006 9:47:00 AM	KELLY OLIVERIUS	3
30)POSTED N&O, CB 04/28			
RECORD	4/18/2006 2:06:00 PM	JESSICA LARRAMENDY	0
JL) Recorded N&O dated April 17,2006 at Clark County. Book: 20060418 Inst: 02453.			
DBPROJ	4/17/2006 1:35:00 PM	KATHY STEWART	0
PHONE	4/14/2006 9:46:00 AM	KELLY OLIVERIUS	0
30)PHONED OWNER, KIONNE JOHNSON, 658-0710, EXPLAINED VIOL TO HIM. HE VERIFIED ADDRESS AT 7948 QUICK PINE, LV, NV, 89143. HE SAID HE WOULD SECURE PROPERTY AND DRAIN POOL.			
RESEAR	4/14/2006 9:41:00 AM	KELLY OLIVERIUS	5
30)ACCESSED ASSESSOR FOR OWNER INFO. CHECKED WHITE PAGES, HANSEN FOR CONTACT INFO.			
EMAIL	4/12/2006 7:44:00 AM	KELLY OLIVERIUS	0
30)EMAILED RRT TO DRAIN POOL.			
INSP	4/11/2006 10:35:00 AM	KELLY OLIVERIUS	5
30)SFD, OPEN/ACCESS (GARAGE ENTRY DOOR). NO LANDSCAPING. R/W R/Y (DEAD VEGE, FURNITURE, CLOTHES, ECT.). STAGNANT WATER IN POOL R/Y. GATE TO R/Y UNSECURED. EMAIL RRT TO DRAIN POOL PIX. PROCESS N&O.			
MEMO	4/10/2006 7:55:00 AM	ERIC MCCOY	0
25) CASE TRANSFERRED TO #30			
PHONE	4/7/2006 3:27:00 PM	ERIC MCCOY	0
25) CALLED KIONNE. INFO ME HOUSE IN FORECLOSURE. EXPLAINED UNTIL NAME OFF ASSESSORS HE WILL BE RESPONSIBLE UNLESS HE CAN PROVIDE INFO ON BANK AND SOME DOCUMENTATION C/B 4/10			
RESEAR	4/7/2006 3:19:00 PM	ERIC MCCOY	0
25) FOUND NEW ADD AND PH# 658-0710 7948 QUICK PINE LV NV 89143			
INSP	4/6/2006 8:30:00 AM	ERIC MCCOY	10
25) POOL GREEN. UNOCCUPIED. GATE OPEN. NO FOR SALE SIGN. WILL REF TO #30			

Time in minutes:

93

APN 138-08-512-099
Ref # 17186

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **KIONNE JOHNSON**

(Reputed Owner(s)) at time of abatement.

Assessor's Parcel No.: **APN 138-08-512-099**
Commonly known as: **3804 BEACON POINT STREET**
Legal Description: **EL CAPITAN RANCH UNIT #8**
PLAT BOOK 73 PAGE 4
LOT 215 BLOCK 2

On **September 14, 2006**, as provided in the Municipal Code, Title 9.04, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses in the amount of **\$6,061.40** were incurred by the City of Las Vegas in the above nuisance condition abatement procedure.

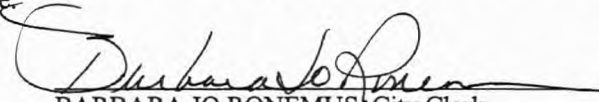
The Las Vegas City Council, at a duly noticed public hearing held on **January 3, 2007**, ordered the above charges in the amount of **\$6,061.40**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

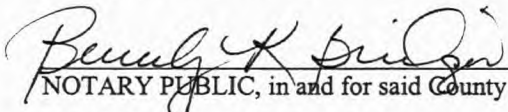

BARBARA JO RONEMUS, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

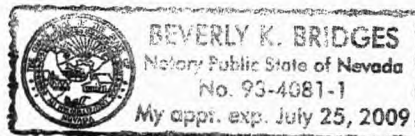
STATE OF NEVADA)
COUNTY OF CLARK)

BARBARA JO RONEMUS, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.


BARBARA JO RONEMUS, City Clerk

Subscribed and sworn to before me this 24th day of January, 2007


NOTARY PUBLIC, in and for said County and State



WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE
LAS VEGAS, NV 89101

Memorandum

City of Las Vegas
Neighborhood Services

To: Beverly Bridges, City Clerk's Office
From: Jessica Larramendy, Neighborhood Response 
CC:
Date: February 1, 2007
Re: Agenda Discrepancy: 3804 Beacon Point, January 3, 2007 – Item #81

Please consider this memorandum back up documentation for January 3, 2007, Agenda Item #81 discrepancy. It was found that the report of expense memo submitted had a discrepancy in the addition and was different than the posting in the newspaper. After researching both of the documents, it was found that the figures submitted on both items were incorrect. After obtaining a legal opinion from Dan Still, City Attorney, and reviewing what should have been submitted and posted in the paper it was determined that the amount was less than what was originally requested. Dan advised that because the amount was less, we would not have to go before Council to receive approval for the corrected amount.

The breakdown amount that should have been submitted is as follows:

The sum expended was \$1,276.00 for cleaning the property by Disaster Kleen-Up of Nevada; \$191.40 Administrative Processing Fee; \$135.00 for Inspection/Re-inspection fees; \$9.00 in late fees and \$950.00 in civil penalties for a total of \$2,561.40. At the meeting held on January 3, 2007, the City Council approved an additional amount of \$3,500.00 (daily civil penalties) to be added to the expended amount for a total of \$6,061.40.

Attachments:
Excel Spreadsheet
Report of Expense
Summary Page
Posting for Newspaper
Copy of Case Fee breakdown.

RECEIVED
CITY CLERK
2007 FEB -2 A 11:15

	Submitted to City Clerk	Comments	Diff	Should have been Submitted	Comments
Abatement	\$ 1,276.00			\$ 1,276.00	
Administrative Fee	\$ 191.40			\$ 191.40	
Sub-Total	\$ 1,467.40			\$ 1,467.40	
Reinspection Fees (w/late fees)	\$ 255.00	Should be \$135	\$ 120.00	\$ 144.00	w/late fees
Civil Penalties	\$ 1,467.40	Should be \$950	\$ 517.40	\$ 950.00	
GRAND TOTAL	\$ 3,452.90			\$ 2,561.40	
				\$ 3,500.00	Civil Penalties approved by CC
Payment of \$75	June 2, 2006			\$ 6,061.40	
Payment of \$45	August 9, 2006				

	Posted by City Clerk
Abatement	\$ 1,276.00
Administrative Fee	\$ 191.40
Sub-Total	\$ 1,467.40
Reinspection Fees (w/late fees)	\$ 280.50
Civil Penalties	\$ 1,450.00
GRAND TOTAL	\$ 3,197.90

Memorandum

City of Las Vegas Neighborhood Services Department

To: Barbara Jo Ronemus, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: December 11, 2006

Re: Report of Expenses for the mitigation abatement of Vacant or Abandoned Building at 3804 Beacon Point - Ward 4 (Brown)

LVMC9.04.045 Authorizes the City of Las Vegas to assess and collect a reinspection fee of \$75.00 if the violation(s) are not brought into compliance by the reinspection date on this notice. An additional fee of \$45.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial reinspection. In addition, LVMC9.04.020 and 9.040.030 Authorizes the city to assess a civil penalty concurrently with the reinspection fees assessed. On the 2nd re-inspection a \$45 re-inspection fee + a \$150.00 civil penalty will be assessed; On the 3rd re-inspection a \$45 re-inspection fee + a \$300.00 civil penalty will be assessed; On the 4th re-inspection and any future re-inspections will be assessed a \$45 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 daily civil fee will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Vacant or Abandoned Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing refuse, waste, trash, debris, vegetation (dead, dry & overgrown) and installing rock landscaping. The mitigation abatement was completed by Disaster Kleen-up of Nevada on September 14, 2006 at a cost of \$1,276.00 which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Rock landscape (front yard only)	\$1,276.00
AMOUNT DUE:	\$1,276.00
Administrative Processing Fee:	\$191.40
Sub-Total:	\$1,467.40
Reinspection Fees (w/late fees):	\$255.00
Civil Penalties	\$1,467.40
TOTAL AMOUNT DUE:	(Minimum) \$3,452.90
Daily Civil Penalties (\$7,500.00 15 days)	(Maximum) \$10,952.90
OWNER OF RECORD:	KIONNE JOHNSON
PROPERTY ABATED:	3804 Beacon Point Street
ASSESSOR PARCEL:	138-08-512-099
LEGAL DESCRIPTION:	EL CAPITAN RANCH-UNIT #8
	PLAT BOOK 73 PAGE 4
	LOT 215 BLOCK 2

DSS:ed

+ 3500.
\$ 6061.40

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☐ Consent ☒ Discussion

SUBJECT:

Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 3804 Beacon Point Street.
PROPERTY OWNER: KIONNE JOHNSON (\$3,452.90 - General Fund) - Ward 4 (Brown)

Fiscal Impact

☒ No Impact ☐ Augmentation Required
☒ Budget Funds Available

Amount: \$3,452.90

Funding Source: General Fund

Dept./Division: Neighborhood Services/Neighborhood Response

PURPOSE/BACKGROUND:

The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired Disaster Kleen-Up of Nevada to install rock landscape in front yard. To date, there have been thirteen (13) inspections conducted at this location. The value of the property based on the sale date of June 2004 was \$625,000.00.

RECOMMENDATION:

That the City Council: 1. Approve the report of expenses in the amount of \$3,452.90 (inclusive of \$3,452.90 minimum civil penalties) and discuss assessment of maximum civil penalties in the amount of \$10,952.90 (15 days @ \$500/day = \$7,500.00) in order that the above charges be filed and recorded against the property, constituting a special assessment and lien. 2. Authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Spreadsheet of Fees, Penalties and Abatement
4. Report of Expenses
5. Contractor Disclosure
6. Notice of Public Hearing
7. Chronological List of Events
8. Copy of the Notice and Claim of Lien

Motion made by LARRY BROWN to Approve as Recommended and to include \$3,500 civil



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

NOTICE OF PUBLIC HEARING
JANUARY 3, 2007

Pursuant to Title 9, Chapter 4 of the Las Vegas Municipal Code, NOTICE IS HEREBY GIVEN THAT ON **Wednesday, January 3, 2007 at 1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following REPORT OF EXPENSES submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

Abatement of the property by removing refuse, waste, trash, debris, vegetation (dead, dry & overgrown) and installing rock landscaping on property located at **3804 BEACON POINT STREET**, legally described as **EL CAPITAN RANCH-UNIT #8 PLAT BOOK 73 PAGE 4 LOT 215 BLOCK 2**. Owner of record at time of abatement: **KIONNE JOHNSON - WARD 4 (BROWN)**

The Director of Neighborhood Services certifies in the report that the sum of \$3,197.90 was expended (\$1,276.00 for cleaning of the property by Disaster Kleen-Up of Nevada; \$280.50 for Re-inspection fees; \$191.40 Administrative Processing Fee and \$1,450.00 civil penalties).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

BARBARA JO RONEUMUS
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108

www.lasvegasnevada.gov
18112-001-08-05
CLV 7009

City of Las Vegas
400 Stewart Ave
Las Vegas, NV 89101-2927

CODEENF Case

Report Date 01/26/2007 09:17 AM

Submitted By

Page 1

Case # 39852

Customer Service
Service # Problem Resolution Code Resolved Date

No Customer Service Log Entries

Fees	Status	Paid Date	Amount
\$150 CIVIL PENALTY	U		150.00
\$300 CIVIL PENALTY	U		300.00
\$500 (A) CIVIL PENALTY 1ST	U		500.00

Bill #	16546	Bill Date	05/15/2006	Due Date	06/15/2006	Delinquency Date	06/15/2006
INSPECTION FEE				P		06/02/2006 09:22	75.00

Bill #	17946	Bill Date	07/14/2006	Due Date	08/15/2006	Delinquency Date	08/15/2006
REINSPECTION FEE				P		08/09/2006 08:39	45.00

Bill #	18158	Bill Date	08/01/2006	Due Date	08/31/2006	Delinquency Date	08/31/2006
REINSPECTION FEE				U			45.00
REINSPECTION LATE FEE				U			4.50

Bill #	18250	Bill Date	08/01/2006	Due Date	08/31/2006	Delinquency Date	08/31/2006
REINSPECTION FEE				U			45.00
REINSPECTION LATE FEE				U			4.50

Bill #	18849	Bill Date	09/01/2006	Due Date	09/30/2006	Delinquency Date	09/30/2006
REINSPECTION FEE				U			45.00

Bill #	19474	Bill Date	10/01/2006	Due Date	10/31/2006	Delinquency Date	10/31/2006
ABATEMENT COST				U			1276.00
ADMIN FEE				U			191.40

Total Unpaid 2561.40 Total Paid 120.00

Inspections

Inspection # 253308 Inspection Type CODE INITI # 1 Assigned To 983955 Call 04/04/2006 16:32
Inspected By 983955 Order/Group 0 Scheduled 04/05/2006 16:32 Preference
Started 04/06/2006 08:30 Completed 04/06/2006 08:40 Status Failed Waived ☐
Comments

Inspection Details

No Inspection Details

Inspection # 254525 Inspection Type CODE INITI # 2 Assigned To 981876 Call
Inspected By 981876 Order/Group 0 Scheduled 04/11/2006 07:42 Preference
Started 04/11/2006 10:35 Completed 04/11/2006 10:40 Status Partial Passed Waived ☐
Comments

Inspection Details

No Inspection Details

Inspection # 257219 Inspection Type CODE INITI # 3 Assigned To 981876 Call
Inspected By 981876 Order/Group 0 Scheduled 04/26/2006 00:00 Preference
Started 04/19/2006 09:47 Completed 04/19/2006 09:50 Status Partial Passed Waived ☐
Comments

Inspection Details

No Inspection Details

Reinspection/Insp \$135.00
Late Fees 9.00
Civil Pen \$450.00
1094.00

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☐ Consent ☒ Discussion

SUBJECT:

Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building located at 9504 Belgate Court. PROPERTY OWNER: POFERIA DYES-ALBRIGHT (\$3,282.50 - General Fund) – Ward 4 (Brown)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$3,282.50

Funding Source: General Fund

Dept./Division: Neighborhood Services/Neighborhood Response

PURPOSE/BACKGROUND:

The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired Disaster Kleen-Up of Nevada on August 31, 2006 to remove refuse, waste, trash, debris, vegetation (overgrown, dead, & dry), secure all structures and post No Trespassing, and No Dumping signs on site. To date, there have been six (6) inspections conducted at this location. The value of the property based on the sale date of January 1998 was \$152,000.00.

RECOMMENDATION:

That the City Council: 1. Approve the report of expenses in the amount of \$3,282.50 in order that the above charges be filed and recorded against the property, constituting a special assessment and lien. 2. Authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Spreadsheet of Fees, Penalties and Abatement
4. Report of Expenses
5. Contractor Disclosure
6. Notice of Public Hearing
7. Chronological List of Events
8. Copy of the Notice and Claim of Lien

Motion made by LARRY BROWN to Approve as Recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

CITY COUNCIL MEETING OF: JANUARY 03, 2007

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

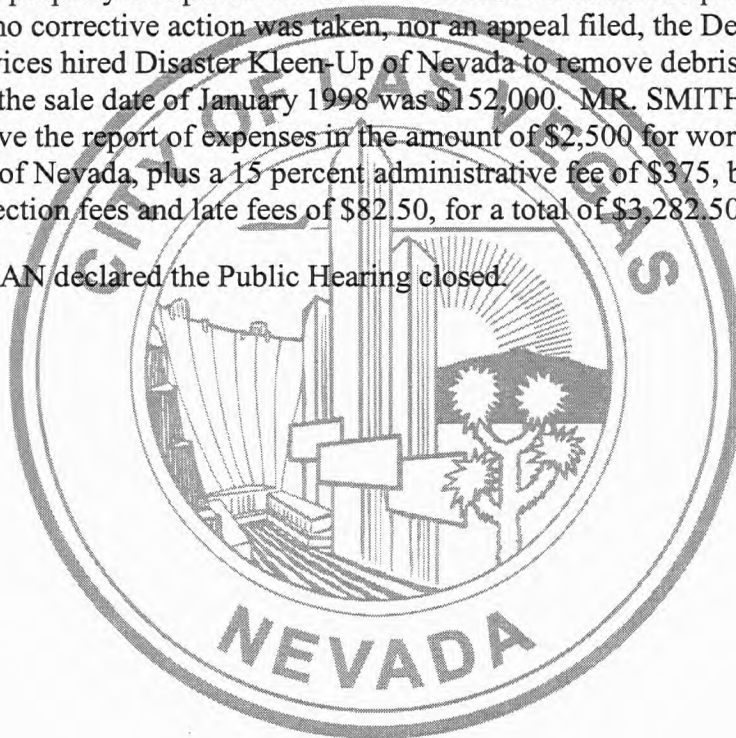
Video shown but not submitted.

MAYOR GOODMAN declared the Public Hearing open.

The property owner was not present.

DEVIN SMITH, Manager of Neighborhood Response, read the purpose/background regarding the condition of the property as a public hazard and attractive nuisance requiring the described abatement. When no corrective action was taken, nor an appeal filed, the Department of Neighborhood Services hired Disaster Kleen-Up of Nevada to remove debris. The value of the property, based on the sale date of January 1998 was \$152,000. MR. SMITH recommended the City Council approve the report of expenses in the amount of \$2,500 for work completed by Disaster Kleen-Up of Nevada, plus a 15 percent administrative fee of \$375, boarding certificate fee of \$325, reinspection fees and late fees of \$82.50, for a total of \$3,282.50.

MAYOR GOODMAN declared the Public Hearing closed.



AGENDA MEMO

CITY COUNCIL MEETING DATE: January 3, 2007

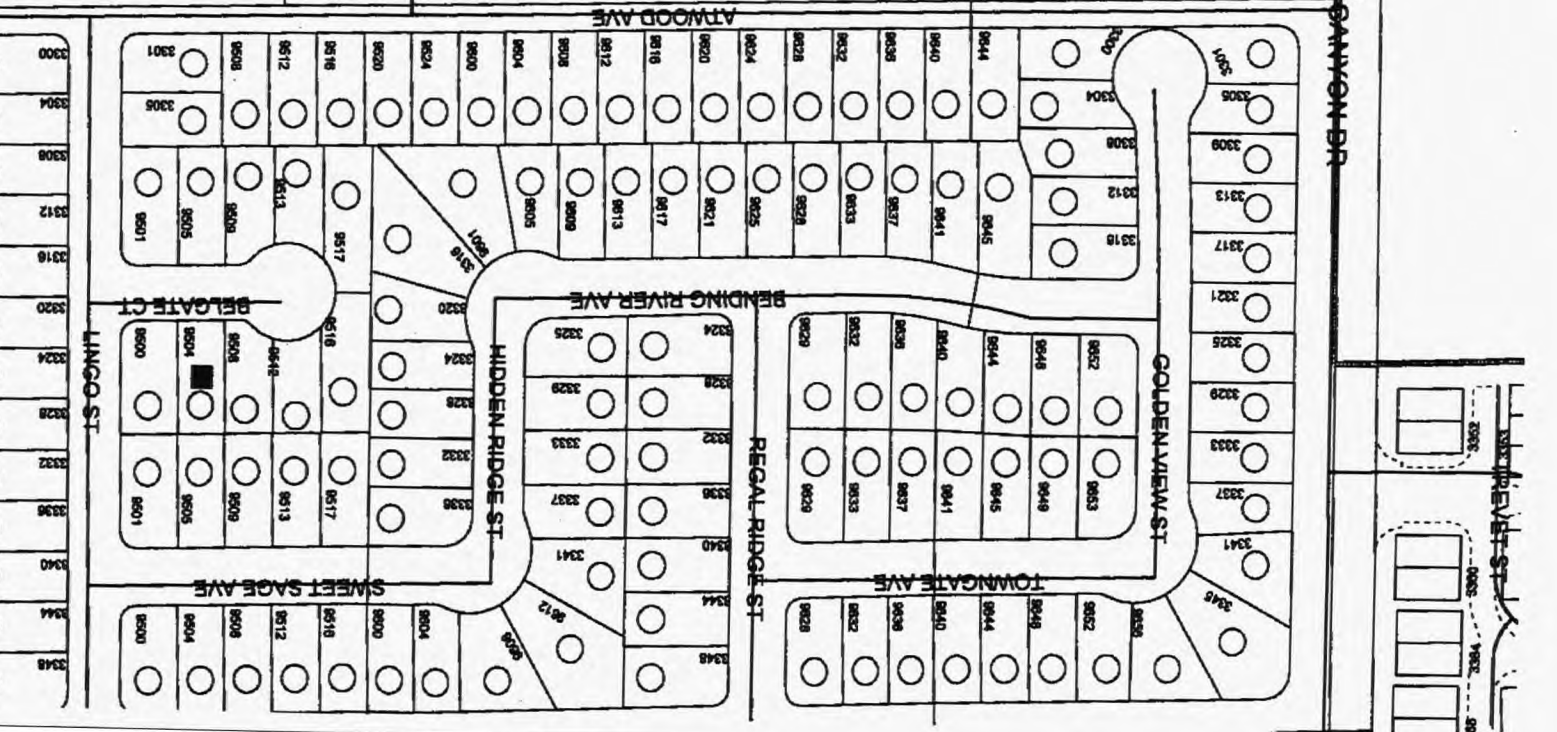
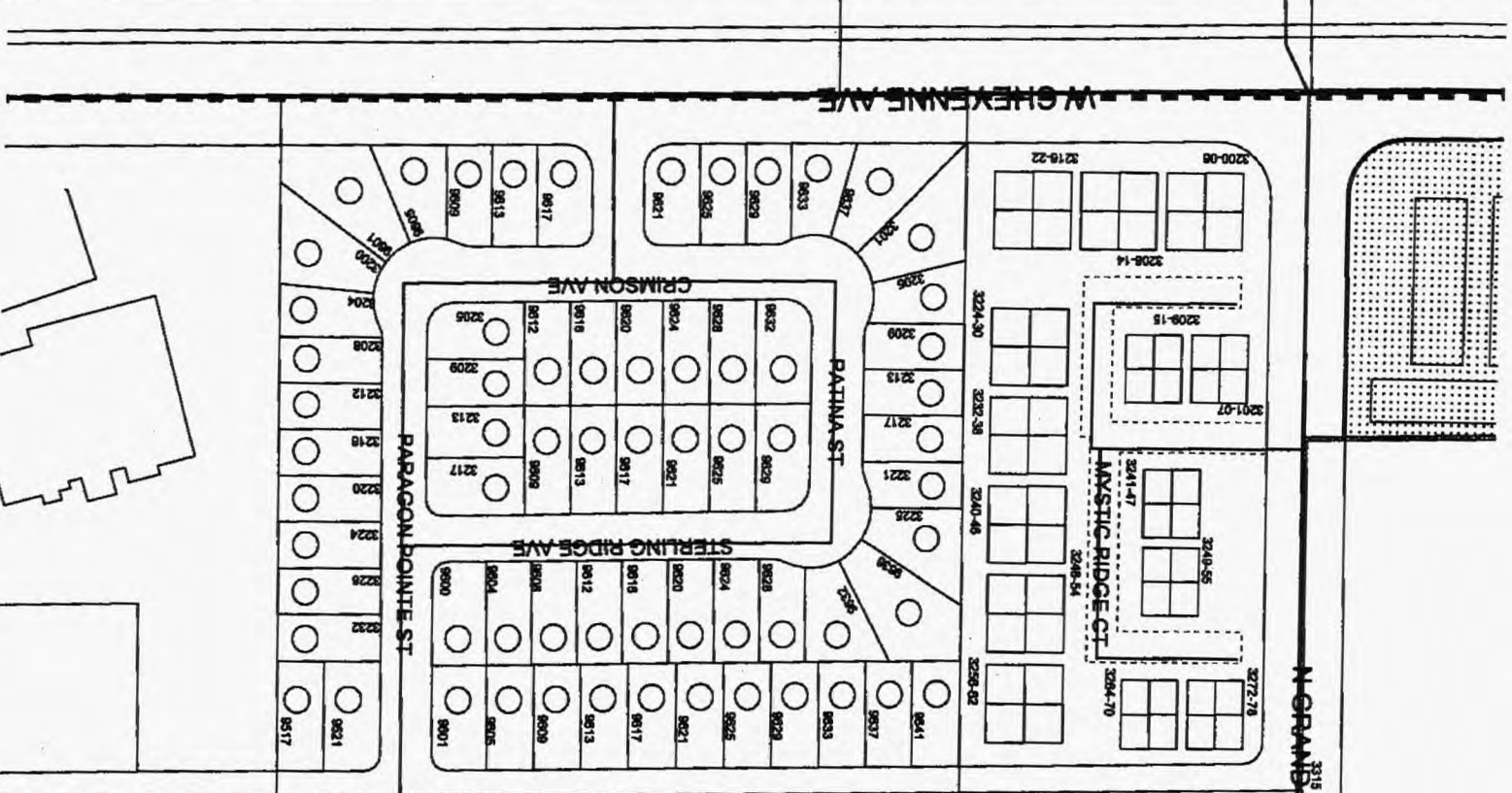
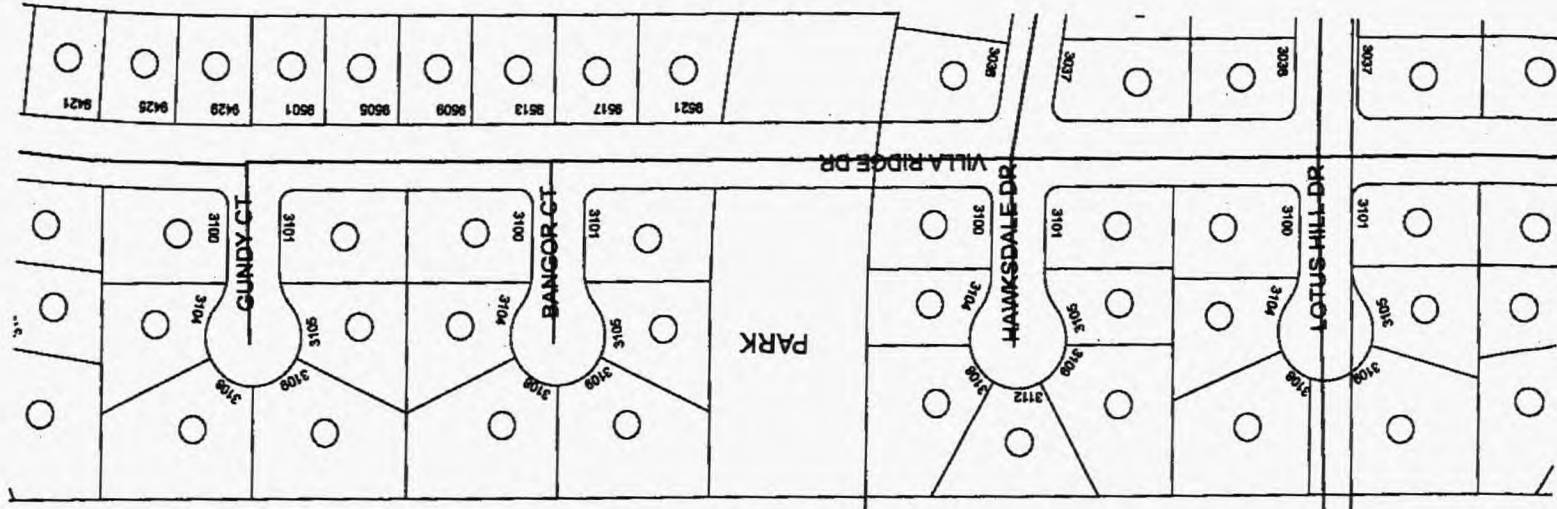
DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building located at 9504 Belgate Court. PROPERTY OWNER: POFERIA DYES-ALBRIGHT – Ward 4 (Brown)

C.H. Construction, LLC completed work on October 9, 2006 at a cost of \$2,500.00; \$82.50 in reinspection fees; a Boarded Building Certificate fee of \$325.00, plus a 15% administrative fee, for a total of \$3,282.50.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of Dangerous Building, Vacant or Abandoned Buildings and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.



Spreadsheet of charges accrued since August 25, 2006
9504 Belgate Court – WARD 4

Inspections (Failed)	Date	Fees	Late Fee	Civil Penalties per failed inspection	Accruing Total	Daily Civil Penalties Effective After the 2nd \$500.00
1 st inspection	8-2-06	No charge				
2 nd inspection	8-25-06	\$75	\$7.50		\$82.50	
Sub-total		\$75	\$7.50		\$82.50	
Passed Inspection	10-9-06					
TOTAL		\$75	\$7.50		\$82.50	

ABATEMENT	Breakdown	Date	Cost	Comments
Abatement Amount		10-9-06	\$3,200.00	
	C.H. Construction, LLC		\$2,500.00	
	Administrative Fees		\$375.00	
	Boarded Building Certificate		\$325.00	
Abatement TOTAL		10-9-06	\$3,200.00	

Fees, Penalties and Abatement	Breakdown	Date	Cost	Comments
Reinspection Fees (w/late fees)	\$82.50	8-25-06	\$82.50	
Abatement		10-9-06	\$3,200.00	
TOTAL		1-3-07	\$3,282.50	Minimum
Daily Civil Penalties			\$0	
GRAND TOTAL		1-3-07	\$3,282.50	Maximum

Notification Schedule

[illegible]

Memorandum

City of Las Vegas Neighborhood Services Department

To: Barbara Jo Ronemus, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: December 11, 2006

Re: Report of Expenses for the abatement of Vacant/Abandoned Building at 9504 Belgate Court
- Ward 4 (Brown)

LVMC9.04.045 Authorizes the City of Las Vegas to assess and collect a reinspection fee of \$75.00 if the violation(s) are not brought into compliance by the reinspection date on this notice. An additional fee of \$45.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial reinspection. In addition, LVMC9.04.020 and 9.040.030 Authorizes the city to assess a civil penalty concurrently with the reinspection fees assessed. On the 2nd re-inspection a \$45 re-inspection fee + a \$150.00 civil penalty will be assessed; On the 3rd re-inspection a \$45 re-inspection fee + a \$300.00 civil penalty will be assessed; On the 4th re-inspection and any future re-inspections will be assessed a \$45 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor, (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 daily civil fee will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Vacant/Abandoned Building" the Department of Neighborhood Services caused the above-referenced property to be corrected by removing refuse, waste, trash, debris, vegetation (overgrown, dead & dry), securing all structures and posting No Trespassing, No Dumping signs on site. The abatement was completed by C.H. Construction, LLC on October 9, 2006 at a cost of \$2,500.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Removal litter, trash, debris, refuse, waste, etc.	\$600.00
Removal of all vegetation (dead, dry and overgrown).	\$600.00
Post signs (No Trespassing/Dumping)	\$100.00
Board/Secure (Doors, windows and all other openings – including shed(s) and gates)	\$1,200.00
AMOUNT DUE:	\$2,500.00
Boarded Building Certificate	\$325.00
Administrative Processing Fee:	\$375.00
Sub-Total:	\$3,200.00
Reinspection Fees (w/late fees):	\$82.50
TOTAL AMOUNT DUE:	\$3,282.50
OWNER OF RECORD:	POFERIA DYES-ALBRIGHT
PROPERTY ABATED:	9504 Belgate Court
ASSESSOR PARCEL:	138-07-814-004
LEGAL DESCRIPTION:	BIG HORN-UNIT 2 AMD
	PLAT BOOK 62 PAGE 97
	LOT 28 BLOCK 4

DSS:ed

ALLIED FLOORING SERVICES
DBA DISASTER KLEEN-UP OF NEVADA
1722 Primrose Path
LAS VEGAS, NEVADA 89108

DISCLOSURE OF PRINCIPALS

The principals and partners of Allied Flooring Services and
all persons and entities holding more than a 1% interest in

Allied Flooring Services or any principal of
Allied Flooring Services are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. <u>Javier Cardona</u>	<u>1722 Primrose Path LV NV 89108</u>	<u>647-7777</u>
2. <u>Marisela Cardona</u>	<u>1722 Primrose Path LV NV 89108</u>	<u>647-7777</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

Continue list until full and complete disclosure is made

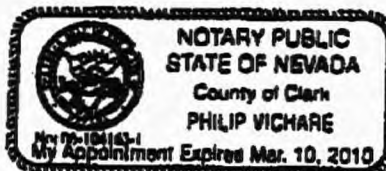
I certify under penalty or perjury, that the foregoing list is
full and complete.

Allied Flooring Services

BY: Lyn Muravnick
Lynn Muravnick, Office Mgr.

Subscribed and sworn to before me
This 16th day of August, 2006.

Philip Vichare
Notary Public





LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
WRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

**NOTICE OF PUBLIC HEARING
JANUARY 3, 2007**

Pursuant to Title 9, Chapter 4 of the Las Vegas Municipal Code, NOTICE IS HEREBY GIVEN THAT ON **Wednesday, January 3, 2007 at 1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following REPORT OF EXPENSES submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

Abatement of the property by removing refuse, waste, trash, debris, vegetation (overgrown, dead & dry), securing all structures and posting No Trespassing, No Dumping signs on property located at **9504 BELGATE COURT**, legally described as **BIG HORN-UNIT 2 AMD PLAT BOOK 62 PAGE 97 LOT 28 BLOCK 4**. Owner of record at time of abatement: **POFERIA DYES-ALBRIGHT - WARD 4 (BROWN)**

The Director of Neighborhood Services certifies in the report that the sum of \$3,282.50 was expended (\$2,500.00 for cleaning and securing by C.H. Construction, LLC; \$325.00 boarded building certificate; and \$82.50 for Re-inspection fees; and \$375.00 Administrative Processing Fee.

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

**BARBARA JO RONEMUS
CITY CLERK**

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.386.9108

www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

Address: 9504 BELGATE CT

CITZ

VACANT HOUSE HAS SEVEN TREES IN R/YARD THAT ARE DEAD; FRONT YARD HAS OVERGROWN TREES AROUND D/WAY; HIGH GRASS/WEEDS ON PROPERTY; TREES LAYING IN R/YARD AND DEAD BUSHES; F/YARD HAS DEAD TREE AND BUSHES THAT ARE DEAD

Parcel(s)

Parcel: 13807814004 **Size:** 0.11 ACRE **Subdivision Name:** BIG HORN-UNIT 2 AMD

Owner Information:

10-Aug-02 DYES-ALBRIGHT POFERIA
P O BOX 35482; LAS VEGAS, NV 89133-5482

Inspection Summary

Inspector:	Status:		Scheduled DT:	Start Dt:	Comp DT:	Min:
860034	Failed		8/2/2006	08/02/2006 10:05	08/02/2006 10:20	15
981876	Passed	Partial	8/14/2006	08/07/2006 9:55	08/07/2006 10:01	6
981876	Failed		8/24/2006	08/25/2006 9:12	08/25/2006 9:17	5
860034	Passed	Partial	8/25/2006	08/14/2006 9:50	08/14/2006 9:55	5
981876	Passed	Partial	8/30/2006	09/12/2006 8:57	09/12/2006 9:00	3
982400	Passed	Partial	9/25/2006	09/27/2006 10:29	09/27/2006 10:35	6
870076	No Action		10/13/2006			
Time in Minutes:						40

Violation Details

Violation	Violation DT:	Resolve DT:	Location:
A-WEEDS			
CUT,REMOVE WEEDS			
A-REFUSE/WST	8/2/2006		
REMOVE DRY BRUSH,DEAD VEGETATION,TREES AND BUSHES,SCATTERED LITTER,TRASH AND DEBRIS FROM PREMISES			
A-OBSTRUCT	8/2/2006		
CUT/REMOVE TREE BRANCHES OBSTRUCTING PUBLIC RIGHT OF WAY SIDEWALK			
A-BLD DNGR	8/2/2006		
BOARD/SECURE ALL WINDOWS,DOORS AND OPENINGS TO BLDG			
A-MITIGATION	8/14/2006		PROPERTY
SUBMIT A MITIGATION PLAN.			
A-INTENT LTR	8/14/2006		PROPERTY
SUBMIT A LETTER OF INTENT			
A-BRDG CERT	8/14/2006		PROPERTY
OBTAIN A BOARDING CERT			
A-LITTER	8/14/2006		PROPERTY
REMOVE ALL LITTER			

Log

Type: **Date:** **Employee:** **Min:**

MISC	10/17/2006 3:55:00 PM	KATHY STEWART	0
Sent invoice (\$2,500) from C.H. Construction, LLC to Finance for payment. Gave file to #24 for review & Council.			
MISC	10/10/2006 8:00:00 AM	KATHY STEWART	0
Per #16, okay to pay invoice.			
VIDPST	10/9/2006 1:10:00 PM	LYNN NIHIPALI	10
16)POST VIDEO DONE, DUMPSTER STILL ON STREET, SHOT AROUND IT.			
MISC	10/9/2006 12:59:00 PM	KATHY STEWART	0
Received invoice (\$2,500) from C.H. Construction for completion of abatement.			
MISC	10/9/2006 6:59:00 AM	KATHY STEWART	0
Filed Certified letter from owner, Return to Sender, Unclaimed.			
VIDPRE	10/5/2006 2:00:00 PM	LYNN NIHIPALI	10
16)PRE-ABATEMENT VIDEO DONE			
FAX	10/4/2006 3:03:00 PM	KATHY STEWART	0
Received fax from C.H. Construction stating the start date for abatement of property will be Friday, 10/6/06. Emailed #16 & 24 this information.			
BIDA	10/4/2006 1:06:00 PM	KATHY STEWART	0
Faxed Award letter to C.H. Construction. Contractor must call/fax a start date for abatement.			
DIRECT	10/4/2006 11:39:00 AM	KATHY STEWART	0
Per Devin Smith, Award abatement to low bidder, C.H. Construction.			
EMAIL	10/4/2006 10:28:00 AM	KATHY STEWART	0
Sent email to Devin Smith to Proceed with Abatement, Award to low bidder, C.H. Construction.			
RESEAR	10/4/2006 8:31:00 AM	PAMELA HINES	8
24)CHECKED CC ASSESSOR FOR ADD'L PROPERTY OWNERSHIP OR CHANGE IN THIS ONE. NO CHANGE, NO ADD'L OWNERSHIP ON FILE. PROCEED WITH ABATEMENT PLEASE.			
INSP	9/27/2006 10:29:00 AM	LYNN NIHIPALI	6
16)PIX, NOTHING HAS BEEN DONE, PROCEED WITH ABATEMENT. CB 10/4			
MISC	9/14/2006 7:29:00 AM	KATHY STEWART	0
Sent Certified letter from owner, Return to Sender, Unclaimed, to #30 to file			
NTCABT	9/12/2006 8:57:00 AM	KELLY OLIVERIUS	3
30)posted ten day notice before abatement. cb 09/25.			
NOTICE	9/11/2006 1:33:00 PM	KATHY STEWART	0
Sent 10 Day Notice Before Abatement letter to owner, Poferia Dyes-Albright. POST: 9/12. C/B: 9/22. Sent file to #30.			
BIDR	9/8/2006 7:00:00 AM	KATHY STEWART	0
Received bids from contractor (1) C.H. Construction - \$2,500 (2) C&W Enterprises - \$3,000.			
EMAIL	9/6/2006 9:29:00 AM	KELLY OLIVERIUS	1
30)EMAIL FROM LINDA, STATES THERE IS NO NUMBER FOR THIS PROPERTY.			
BIDS	9/1/2006 7:05:00 AM	KATHY STEWART	0
Faxed Invitation To Bid to contractors. Bid due by COB, Thursday, 9/7/06			
DIRECT	8/30/2006 8:00:00 AM	KATHY STEWART	0
Per #24, Proceed with abatement, get bids.			
EMAIL	8/29/2006 2:35:00 PM	KELLY OLIVERIUS	0
30)EMAILED LINDA FOR NUMBER.			
PHONE	8/29/2006 2:34:00 PM	KELLY OLIVERIUS	0
30)PHONED NUMBER FOR ONWER, WAS NOT ACCEPTING CALLS			
RESEAR	8/29/2006 2:33:00 PM	KELLY OLIVERIUS	0
30)CHECKED ASSESSOR, NO CHANGE IN OWNERSHIP.			
INSP	8/25/2006 9:12:00 AM	KELLY OLIVERIUS	5
30)NO CHANGE AT PROPERTY. VIOL. REAMIN. PIX. ASSESS FEE. PUT IN FOR ABATE. EMAIL LINDA FOR CONTACT NUMBER. F. DOOR AND GARAGE DOOR SECURED. BOARDED WINDOW ON W. SIDE OF HOUSE OPEN.			

RECORD	8/17/2006 2:00:00 PM	JESSICA LARRAMENDY	0
JL) Recorded Notice and Order dated August 11, 2006. Recorded in Book: 20060817 Inst: 02673.			
NOPOST	8/14/2006 9:50:00 AM	GERALD GUZMAN	5
27)SITUATION REMAINS THE SAME.POSTED N&O ON GARAGE DOOR.CALL BACK8/24			
DBPROJ	8/11/2006 10:21:00 AM	MARIA VIGIL	0
MISC	8/9/2006 5:36:00 PM	KELLY OLIVERIUS	5
30)PROCESSED N&O, FORWARDED TO KATHY.			
PHONE	8/9/2006 5:35:00 PM	KELLY OLIVERIUS	0
30)PHONED OWNER, 525-3670, NUMBER WAS NOT ACCEPTING CALLS.			
RESEAR	8/9/2006 5:30:00 PM	KELLY OLIVERIUS	4
30)ACCESSED ASSESSOR FOR OWNER INFO. CHECKED WHITE PAGES AND SEWER FOR CONTACT.			
INSP	8/7/2006 9:55:00 AM	KELLY OLIVERIUS	6
30)SFD, OPEN (GARAGE DOOR, F. DOOR, WINDOW ON W. SIDE BOARDED). R/W (WOOD, DEAD TREES/VEGE, ECT.). WEEDS, LITTER. VEGE IN ROW (TREE LIMBS). PIX. PROCESS N&O.			
INSP	8/2/2006 10:21:00 AM	GERALD GUZMAN	4
(CONT'D)POWER IS ON,NO WATER.SEDN N&O,REFER TO 24,CALL BACK8/14			
INSP	8/2/2006 10:05:00 AM	GERALD GUZMAN	15
27)VERIFIED.HOUSE VACANT,OPEN/ACCESSIBLE THROUGH UNSECURED GARAGE,FRONT AND REAR DOORS.BORKEN WEST SIDE WINDOW.DEAD VEGETATION/TREES.OVER-GROWN FRONT MESQUITE TREE BRANCHES OBSTRUCTING SIDEWALK.PROPERTY IS TRASHED INSIDE AND OUT.VANDALISM EVIDENT.			

Time in minutes:

82

APN 138-07-814-004

Ref # 45055

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: POFERIA DYES-ALBRIGHT

(Reputed Owner(s)) at time of abatement.

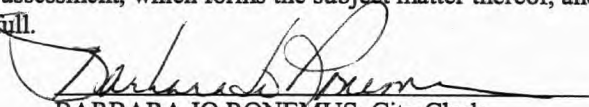
Assessor's Parcel No.: **APN 138-07-814-004**
Commonly known as: **9504 BELGATE COURT**
Legal Description: **BIG HORN UNIT 2 AMD
PLAT BOOK 62 PAGE 97
LOT 28 BLOCK 4**

On **October 9, 2006**, as provided in the Municipal Code, 9.04, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses in the amount of **\$3,282.50** were incurred by the City of Las Vegas in the above nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **January 3, 2007**, ordered the above charges in the amount of **\$3,282.50**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

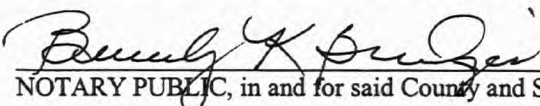

BARBARA JO RONEMUS, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

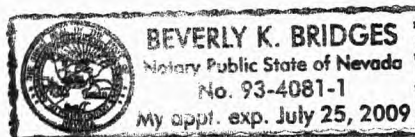
STATE OF NEVADA)
COUNTY OF CLARK)

BARBARA JO RONEMUS, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.


BARBARA JO RONEMUS, City Clerk

Subscribed and sworn to before me this 24th day of January, 2007


NOTARY PUBLIC, in and for said County and State



**WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE
LAS VEGAS, NV 89101**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building located at 886 Miller Avenue. PROPERTY OWNER: WALTER & LIZZIE THOMAS (\$4,973 – General Fund) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$4,973.00

Funding Source: General Fund

Dept./Division: Neighborhood Services/Neighborhood Response

PURPOSE/BACKGROUND:

The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired C & W ENTERPRISES to remove refuse, waste, trash, debris, vegetation (dead, dry & overgrown), secure all structures, remove stored vehicles, post No Trespassing, and No Dumping signs on site. To date, there have been nine (9) inspections conducted at this location. The value of the property based on the sale date of September 1968 was \$17,000.00.

RECOMMENDATION:

That the City Council: 1. Approve the report of expenses in the amount of \$4,973.00 in order that the above charges be filed and recorded against the property, constituting a special assessment and lien. 2. Authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien
8. Abeyance letter to Property Owner

Motion made by LAWRENCE WEEKLY to Approve As Recommended

For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

CITY COUNCIL MEETING OF: JANUARY 03, 2007

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

Video shown but not submitted.

MAYOR GOODMAN declared the Public Hearing open.

DEVIN SMITH, Manager of Neighborhood Response, read the purpose/background regarding the condition of the property as a public hazard and attractive nuisance requiring the described abatement. When no corrective action was taken, nor an appeal filed, the Department of Neighborhood Services hired Disaster Kleen-Up of Nevada to remove debris. The value of the property, based on the sale date of September 1968 was \$17,000. MR. SMITH recommended the City Council approve the report of expenses in the amount of \$3,970 for work completed by C & W Enterprises, \$82.50 in re-inspection fees, \$325 for boarding certificate fee, plus a 15 percent administrative fee of \$595.50, for a total of \$4,973. In addition, the City Council may impose daily civil penalties from September 3, 2006 to January 3, 2006 for 113 days at \$500 a day, not to exceed \$56,500.

WALTER THOMAS, property owner, was present. COUNCILMAN WEEKLY disclosed that he and MR. THOMAS were childhood friends, but that there is no conflict of interest. He added he met with staff, the City Attorney's Office and MR. THOMAS, who was informed that he would follow staff's recommendation and impose the \$4,973 without civil penalties.

MR. THOMAS disagreed with the recommended assessed fee because he cleaned the property himself, and believed he was responsible for only the boarding fees. In addition, the house is not vacant as it is full of furniture. He was told by MR. SMITH that the Marshals would be called if he would not allow the abatement to continue.

COUNCILMAN WEEKLY asked MR. SMITH if the property has already been abated, as indicated by MR. THOMAS. MR. SMITH replied that staff went through the notice process, mailed the property owner notices and posted signs on the property. When no response to the 10-day notice to comply was received, they proceeded with the abatement. The building is considered vacant when the power is not turned on. A five-yard dumpster was filled to the top.

COUNCILMAN WEEKLY understood MR. THOMAS' dispute but followed staff's recommendation and imposed the amount as recommended by staff.

MAYOR GOODMAN declared the Public Hearing closed.

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 20, 2006

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 886 Miller Avenue. PROPERTY OWNER: WALTER & LIZZIE THOMAS – Ward 5 (Weekly)

C & W Enterprises completed work on October 11, 2006 at a cost of \$3,970.00; \$82.50 in reinspection fees (includes ; plus a 15% administrative fee, and \$325.00 boarded building certificate fee for a total of \$4,973.00.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of Dangerous Building, Vacant or Abandoned Buildings and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

036	☐	1037	☐
024	☐	1025	☐
012	☐	1013	☐
000	☐	1001	☐
988	☐	989	☐
976	☐	977	☐
64	☐	965	☐
952	☐	953	☐
940	☐	941	☐
928	☐	929	☐
916	☐	917	☐

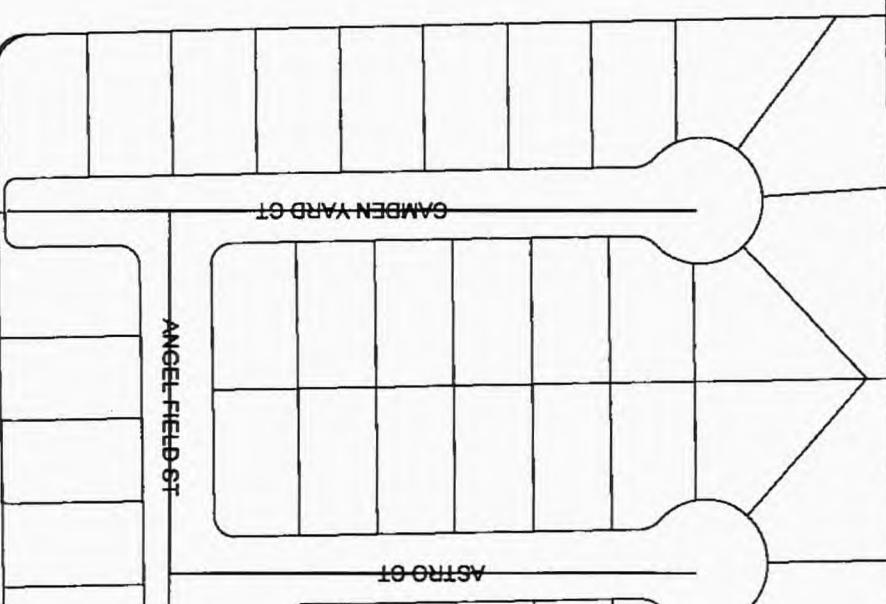
1024	☐	1001	☐
1012	☐	989	☐
966	☐	977	☐
956	☐	965	☐
936	☐	941	☐
926	☐	928	☐
		917	☐

1036	☐	101	☐
1024	☐	1025	☐
1012	☐	1013	☐
1000	☐	1001	☐
988	☐	989	☐
976	☐	977	☐
952	☐	965	☐
940	☐	941	☐
916	☐	929	☐
		917	☐

892	☐	893	☐
886	☐		
	☐	875	☐
	☐	869	☐
862	☐	863	☐
856	☐	855	☐
850	☐		
844	☐	845	☐
	☐	839	☐
	☐	833	☐
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888	☐	887	☐
884	☐		
880		869	☐
874		863	☐
856		857	☐
		851	☐
838	☐		
832	☐	827	☐
808			

886	☐	893	☐
		887	☐
		881	☐
874		875	☐
856	☐	869	☐
850	☐	863	☐
	☐	857	☐
	☐	851	☐
	☐	845	☐
838	☐	839	☐
832	☐	833	☐
826	☐		
820	☐		
810	☐		
800	☐		



Memorandum

City of Las Vegas Neighborhood Services Department

To: Barbara Jo Ronemus, City Clerk
From: Devin S. Smith, Manager – Neighborhood Response Division
CC: File
Date: November 30, 2006
Re: Report of Expenses for the abatement of the Dangerous Building at 886 Miller Avenue - Ward 5 (Weekly)

LVMC9.04.045 Authorizes the City of Las Vegas to assess and collect a reinspection fee of \$75.00 if the violation(s) are not brought into compliance by the reinspection date on this notice. An additional fee of \$45.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial reinspection. In addition, LVMC9.04.020 and 9.040.030 Authorizes the city to assess a civil penalty concurrently with the reinspection fees assessed. On the 2nd re-inspection a \$45 re-inspection fee + a \$150.00 civil penalty will be assessed; On the 3rd re-inspection a \$45 re-inspection fee + a \$300.00 civil penalty will be assessed; On the 4th re-inspection and any future re-inspections will be assessed a \$45 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 daily civil fee will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Dangerous Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing refuse, waste, trash, debris, vegetation exceeding 8" in height, securing all structures, removing stored vehicles at vacant property, posting No Trespassing, No Dumping and No Vehicle signs on site. The abatement was completed by C & W Enterprises on October 11, 2006 at a cost of \$3,970.00 (\$3,600 abatement & \$370 stand by time due to owner stopping work), which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Removal litter, trash, debris, refuse, waste, etc.	\$800.00
Removal of all vegetation (dead, dry and overgrown)	\$800.00
Post signs (No Trespassing, Dumping & Vehicles)	\$200.00
Vehicle Removal	\$600.00
Board/Secure (Doors, Windows and All other openings – including shed(s) and gates)	\$1,200.00
Stand by time due to owner stopping work	\$370.00
AMOUNT DUE:	\$3,970.00
Boarded Building Certificate	\$325.00
Administrative Processing Fee:	\$595.50
Sub-Total:	\$4,890.50
Reinspection Fees (w/late fee):	\$82.50
TOTAL AMOUNT DUE:	\$4,973.00
OWNER OF RECORD:	WALTER & LIZZIE THOMAS
PROPERTY ABATED:	886 Miller Avenue
ASSESSOR PARCEL:	139-21-510-050
LEGAL DESCRIPTION:	VEGAS HGTS TRACT UNIT #4
	PLAT BOOK 1 PAGE 77
	LOT 156A & LOTS 156B, C

DSS:ed

C & W Enterprises, Inc.
3426 Losee Road
N. Las Vegas, Nevada 89030
License# 43362

Phone: 702-732-8961

Fax: 702-248-7095

DISCLOSURE OF PRINCIPALS

The principals and partners of C & W Enterprises, Inc. and all persons and

Entities holding more than a 1% interest in C & W Enterprises, Inc.

Or any principal of C & W Enterprises, Inc. are the following:

<u>Full Name</u>	<u>Business Address</u>	<u>Business Phone</u>
1. <u>Tony Moreno</u>	<u>3426 Losee Road N. Las Vegas, 89030</u>	<u>702-732-8961</u>

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

By: Tony Moreno

Subscribed and sworn to before me
This 7th day of December, 2006

Suzanne M. Bersch
Notary Public





NOTICE OF PUBLIC HEARING DECEMBER 20, 2006

Pursuant to Title 9, Chapter 4 of the Las Vegas Municipal Code, NOTICE IS HEREBY GIVEN THAT ON **Wednesday, December 20, 2006 at 1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following REPORT OF EXPENSES submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
WRENCE WEEKLY

EVE WOLFSON

LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

Abatement of the property by removing refuse, waste, trash, debris, vegetation (dead, dry and overgrown) securing all structures, removing stored vehicles at vacant property and posting No Trespassing, No Dumping and No Vehicles signs on property located at **886 MILLER AVENUE**, legally described as **VEGAS HGTS TRACT UNIT #4 PLAT BOOK 1 PAGE 77 LOT 156A & LOTS 156B, C** Owner of record at time of abatement: **WALTER & LIZZIE THOMAS - WARD 5 (WEEKLY)**

The Director of Neighborhood Services certifies in the report that the sum of \$4,973.00 was expended (\$3,970.00 for cleaning and posting the property by C & W Enterprises; \$325.00 Boarded Building Certificate; \$82.50 Reinspection Fee; and \$595.50 Administrative Processing Fee).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

BARBARA JO RONEMUS
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.386.9108

www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

Address: 886 MILLER AVE

CITZ

ON THE NE CORNER OF LA SALLE AND MILLER

PER METRO OFFICER P#7577: BURNED OUT MOTORHOME WITH NO PLATES AND TWO SILVER MERCEDES IN THE 80'S ON PROPERTY

Parcel(s)

Parcel:	Size:	Subdivision Name:
13921510050	0.35 ACRE	VEGAS HGTS TRACT UNIT #4

Owner Information:

10-Aug-02	11-Mar-04	THOMAS LIZZIE & WALTER
		1560 MARION DR; LAS VEGAS, NV 89110-1423
11-Mar-04		THOMAS LIZZIE & WALTER
		886 MILLER AVE; LAS VEGAS, NV 89106-2256

Inspection Summary

Inspector:	Status:		Scheduled DT:	Start Dt:	Comp DT:	Min:
970581	Passed	Partial	7/21/2006	07/22/2006 9:18	07/22/2006 9:28	10
981876	Failed		7/24/2006	07/24/2006 10:27	07/24/2006 10:38	11
981876	Failed		8/7/2006	08/08/2006 12:46	08/08/2006 12:49	3
981876	Passed	Partial	8/7/2006	07/27/2006 9:46	07/27/2006 9:49	3
981876	Passed	Partial	8/10/2006	08/31/2006 11:10	08/31/2006 11:13	3
981876	Passed	Partial	9/1/2006	09/12/2006 12:54	09/12/2006 12:57	3
982400	Passed	Partial	9/25/2006	09/25/2006 13:29	09/25/2006 13:32	3
982400	Passed	Partial	9/27/2006	10/06/2006 9:15	10/06/2006 11:45	150
982400	Passed	Partial	10/9/2006	10/18/2006 8:15	10/18/2006 8:20	5
982400	Passed	Partial	11/10/2006	12/04/2006 10:41	12/04/2006 10:44	3
982400	No Action		12/5/2006			

Time in Minuets: 194

Violation Details

Violation	Violation DT:	Resolve DT:	Location:
A-ZONE OTHER	7/24/2006		PROPERTY
REMOVE ALL VEHICLES FROM THIS VACANT PROPERTY (BOAT/TRAILER, WHT DODGE CARAVAN, DODGE MOTORHOME, TWO MERCEDES-SILVER/GRY)			
A-REFUSE/WST	7/24/2006		PROPERTY
REMOVE ALL REFUSE AND WASTE			
A-PERMIT REQ	7/24/2006		PROPERTY
REMOVE OR OBTAIN A PERMIT FOR THE TWO STORAGE SHEDS.			
A-MITIGATION	7/24/2006		PROPERTY
SUBMIT A MITIGATION PLAN.			
A-INTENT LTR	7/24/2006		PROPERTY
SUBMIT A LETTER OF INTENT			
A-BRDG CERT	7/24/2006		PROPERTY
OBTAIN A BOARDING CERT			

A-BLD DNGR	7/24/2006	PROPERTY
SECURE ALL STRUCTURES TO CLV SPECS.		
A-LITTER	7/24/2006	PROPERTY
REMOVE ALL LITTER		
A-WEEDS	7/24/2006	PROPERTY
REMOVE ALL HIGH WEEDS		

Log

Type:	Date:	Employee:	Min:
CNI	12/4/2006 3:16:00 PM	LYNN NIHIPALI	0
16)PREPARED CORRECTION NOTICE FOR VEHICLES AND LETTER OF INTENT, MIT PLAN AND BOARDING CERT, CB 12-15 (WILL POST ONE ON HOUSE, MAILED COPY)			
INSP	12/4/2006 10:41:00 AM	LYNN NIHIPALI	3
16)TOOK POST ABATEMENT PIX, CB 12-15			
MISC	12/1/2006 4:00:00 AM	ELIZABETH DOUGLAS	0
Sent Expense Letter and Memo certified and regular mail to owner.			
MISC	11/3/2006 12:05:00 PM	JESSICA LARRAMENDY	0
JL) Sent invoice to Finance for payment (emailed to Candice). Paid in Oracle - \$370.00 - Req #95718, PO #240636, Rec #181149.			
MISC	10/25/2006 2:18:00 PM	KATHY STEWART	0
Sent invoice to Finance for payment; gave file to Pam Hines for review/Council.			
MISC	10/25/2006 11:20:00 AM	KATHY STEWART	0
Sent invoice to Devin Smith for signature			
MISC	10/23/2006 1:32:00 PM	KATHY STEWART	0
E-mailed Devin Smith to approve Oracle payment for contractor.			
VIDPST	10/18/2006 8:15:00 AM	LYNN NIHIPALI	5
16)POST ABATEMENT VIDEO DONE			
MISC	10/17/2006 2:12:00 PM	KATHY STEWART	0
Received invoice (\$3,600) from C&W Enterprises for completion of abatement of property.			
PHONE	10/9/2006 9:15:00 AM	KATHY STEWART	0
Per Jack with C&W, will be done with abatement this morning. E-mailed #16 this information for AFTER Abatement Video			
VIDPRE	10/8/2006 8:15:00 AM	LYNN NIHIPALI	10
16)PRE ABATEMENT VIDEO DONE			
INSP	10/6/2006 9:15:00 AM	LYNN NIHIPALI	150
16)CONTRACTOR RESUMED WORK. CB 10-9			
INSP	10/6/2006 9:15:00 AM	LYNN NIHIPALI	150
16)MET ON SITE WITH CONTRACTOR, OWNER SHOWED UP, ASKED CONTRACTOR TO LEAVE, CONTACTED METRO, DSS AND GG ON SITE TO BRING NOTICE AND DSS TO SPEAK TO OWNER,METRO SHOWED UP,SAID CIVIL, BUT SPOKE TO OWNER TO LET HIM KNOW ADMIN WARRANT COULD GET HIM ARRESTED,			
MISC	10/5/2006 1:57:00 PM	KATHY STEWART	0
File Certified letter from owners, Return to Sender, Unclaimed.			
FAX	10/5/2006 6:49:00 AM	KATHY STEWART	0
Received fax from C&W Enterprises stating the start date to abate the property will be 10/5/06, ending date should be on or before 10/9/06.			
BIDA	10/4/2006 7:15:00 AM	KATHY STEWART	0
Faxed Award letter to C&W Enterprises, Inc. Contractor to call/fax a start date.			
DIRECT	10/3/2006 3:12:00 PM	KATHY STEWART	0
Per Devin Smith, Award bid to abate property to low bidder, C&W Enterprises, Inc.			
EMAIL	10/3/2006 8:41:00 AM	KATHY STEWART	0
Sent email to Devin Smith requesting to Proceed with Abatement, Award, to C&W Enterprises.			

DIRECT	10/3/2006 8:00:00 AM	KATHY STEWART	0
Per #24, continue abatement			
INSP	9/25/2006 1:29:00 PM	LYNN NIHIPALI	3
16)NOTHING DONE, ALL VEHICLES STILL ON PROPERTY, LITTER, R/W HIGH GRASS WEEDS, TOOK PIX, PROCEED WITH ABATEMENT. REFER TO 24			
NTCABT	9/12/2006 12:54:00 PM	KELLY OLIVERIUS	3
30)POSTED TEN DAY NOTICE BEFORE ABATEMENT. CB 09/25.			
NOTICE	9/11/2006 1:24:00 PM	KATHY STEWART	0
Sent 10 Day Notice Before Abatement letter to owners, Lizzie & Walter Thomas. POST: 9/12. C/B: 9/22. Sent file to #30.			
BIDR	9/8/2006 7:00:00 AM	KATHY STEWART	0
Bids received from contractors (1) C&W Enterprises - \$3,600; (2) C.H. Construction - \$3,869; (3) Disaster Kleen-up - \$7,290.52			
BIDS	9/1/2006 7:05:00 AM	KATHY STEWART	0
Faxed Invitation to Bid to contractors. Bid due by COB, Thursday, 9/7/06			
MISC	8/31/2006 2:44:00 PM	KELLY OLIVERIUS	0
30)FORWARDED CASE TO KATHY TO SECURE BIDS FOR ABATEMENT.			
RESEAR	8/31/2006 2:44:00 PM	KELLY OLIVERIUS	3
30)CHECKED ASSESSOR, NO CHANGE INOWNERHSIP. CHECKED PLANNING/BLDG, FOUND RENEWED PERMIT FOR STORAGE UNITS ON 08/08. UNITS DO NOT NEED TO BE REMOVED.			
DIRECT	8/31/2006 2:43:00 PM	KELLY OLIVERIUS	0
30)REVIEWED PIX/CASE WITH DEVIN, WAS INSTRUCTED ABATEMENT IS TO PROCEED.			
INSP	8/31/2006 11:10:00 AM	KELLY OLIVERIUS	3
30)THE CLEANING BEING DONE IS SOME R/W REMOVED AND PUT INTO THE BURNED OUT MOTORHOME. BLDG STILLOPEN, STORAGE UNITS ONSITE, VEHICLES, R/W REMAIN. SOME WEEDS. PIX. REVIEW WITH DEVIN.			
MISC	8/29/2006 7:25:00 AM	KATHY STEWART	0
Gave file to #30.			
BIDR	8/29/2006 7:00:00 AM	KATHY STEWART	0
Received bids from contractors (1) C&W Enterprises - \$3,200; (2) C.H. Construction - NO BID, owner cleaning property.			
PHONE	8/28/2006 10:15:00 AM	KATHY STEWART	0
Received phone call from Afton with C.H. Construction, said owner had contractor on-site cleaning property. E-mailed #30 this information.			
BIDS	8/23/2006 9:03:00 AM	KATHY STEWART	0
Faxed Invitation to Bid to contractors. Bid due by COB, Monday, 8/28/06.			
RESEAR	8/9/2006 1:02:00 PM	KELLY OLIVERIUS	0
30)CHECKED ASSESSOR, NO CHANGE IN OWNERSHIP.			
PHONE	8/9/2006 1:02:00 PM	KELLY OLIVERIUS	0
30)PHONED WET (WALTER THOMAS), NO ANSWER, LEFT A VM FOR HIM TO CALL.			
INSP	8/8/2006 12:46:00 PM	KELLY OLIVERIUS	3
30)ALL VIOL. REMAIN. PIX. ASSESS FEE. CONTACT OWNER. PUT IN FOR ABATEMENT			
RECORD	8/1/2006 2:24:00 PM	JESSICA LARRAMENDY	0
JL) Recorded N&O dated July 26, 2006 at Clark County. Book: 20060801 Inst: 03054			
NOPOST	7/27/2006 9:46:00 AM	KELLY OLIVERIUS	3
30)POSTED N&O, CB 08/07			
DBPROJ	7/26/2006 3:11:00 PM	LAURA DEARMOND	0
MISC	7/25/2006 3:46:00 PM	KELLY OLIVERIUS	5
30)PROCESSED N&O, FORWARDED TO KATHY.			
PHONE	7/25/2006 3:18:00 PM	KELLY OLIVERIUS	6
30)CONTACT INFO, HE DID NOT THINK HIS PROPERTY WAS IN VIOLATION. SAID HE HAD THIS ALL STRAIGHTENED OUT WITH ORLANDO AND WOULD CONTACT HIM TO FIND OUT WHY I AM ADDRESSING THE PROPERTY. HE WOULD NT GIVE ME A MAILING ADDRESS AND SAID TO MAIL TO 886 MILLER.			

PHONE	7/25/2006 3:18:00 PM	KELLY OLIVERIUS	7
30)PHONED OWNER, WALTER THOMAS, 279-5028, INFORMED HIM OF VIOLATIONS. TOLD HIM BLDG NEEDS TO BE SECURED WITHIN TEN DAYS OF NOTICE. REMOVE R/W, WEEDS, LITTER, VEH, AND STORAGE SHEDS (OR OBTAIN A PERMIT FOR SHEDS TO BE ON PROEPRTY). HE DID NOT WANT MY			
RESEAR	7/25/2006 3:06:00 PM	KELLY OLIVERIUS	7
30)CHECKED BLDG FOR PERMITS ON STORAGE UNITS, EXP PERMIT (10/05) ACCESSED COUNTY FOR OWNER INFO. CHECKED SEWER, WHITE PAGES, AND HANSEN, FOUND A NUMBER FOR OWNER, 279-5028 WALTER THOMAS.			
INSP	7/24/2006 10:27:00 AM	KELLY OLIVERIUS	11
30)MERCEDES, DODGE MOTORHOME, BURNT. TWO STORAGE UNITS ONSITE, CHECK FOR PERMITS. PIX. PROCESS N&O.			
INSP	7/24/2006 10:27:00 AM	KELLY OLIVERIUS	11
30)SFD, ACCESSORY STRUCTURES, OPEN/ACCESS (MULTIPLE BROKEN WINDOWS, OPEN DOORS, ECT.). SOME BOARDING. WEEDS, LITTER. R/W (BURNT DEBRIS, WOOD, FURNITURE, CAR PARTS, ECT.). POWER IS OFF. VEH ONSITE:BOAT/TRAILER, WHT DODGE CARAVAN, SILVER MERCEDES, GRY			
INSP	7/22/2006 9:18:00 AM	ROBERT KAEMPFER	4
26) Observed vacant house w/several junk/inop vehs on yd, burnt Motorhome in back, r/w in all yards and high weeds in all yards. House in open and accessible because back window is broken out. Electric meter is turned, refer to #30, cb 7-24			

Time in minuets:

387

APN 139-21-510-050
Ref # 44707

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: WALTER & LIZZIE THOMAS
(Reputed Owner(s)) at time of abatement.

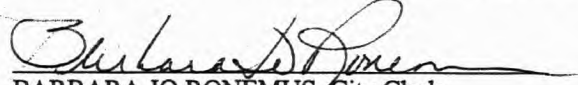
Assessor's Parcel No.: **APN 139-21-510-050**
Commonly known as: **886 MILLER AVENUE**
Legal Description: **VEGAS HGTS TRACT UNIT #4**
PLAT BOOK 1 PAGE 77
LOT 156A & LOTS 156 B, C

On **October 11, 2006**, as provided in the Municipal Code, Title 9.04, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses in the amount of **\$4,973.00** were incurred by the City of Las Vegas in the above nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **January 3, 2007**, ordered the above charges in the amount of **\$4,973.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

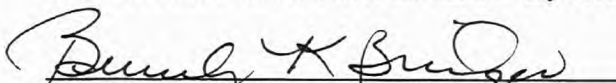

BARBARA JO RONEMUS, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

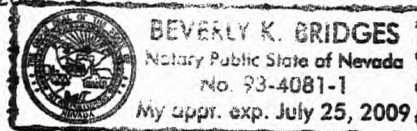
STATE OF NEVADA)
COUNTY OF CLARK)

BARBARA JO RONEMUS, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.


BARBARA JO RONEMUS, City Clerk

Subscribed and sworn to before me this 24th day of January, 2007


NOTARY PUBLIC, in and for said County and State



WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE
LAS VEGAS, NV 89101



LAS VEGAS CITY COUNCIL

MAYOR

OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)

LARRY BROWN, WARD 4

LAURENCE WEEKLY, WARD 5

WOLFSON, WARD 2

LEON FARKANIAN, WARD 1

STEVEN D. ROSS, WARD 6

CITY MANAGER
DOUGLAS A. SELBY

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330

FAX 702.382.3045

TTY 702.386.9108

www.lasvegasnevada.gov

December 21, 2006

CASE#44707

Certified/Regular Mail

Return Receipt Requested

Walter & Lizzie Thomas
886 Miller Avenue
Las Vegas, NV 89106-2256

RE: 886 Miller Avenue

Dear Property Owner:

At the City Council meeting held on December 20, 2006, Agenda Item #92 was held in abeyance and is now scheduled to be heard for a 2-Week Review hearing on January 3, 2007. This will be a review of the violations listed in the Notice and Order to Comply dated July 26, 2006.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

A handwritten signature in black ink, appearing to read "Devin S. Smith".

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:ed

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ Consent ☐ Discussion

SUBJECT:

EXTENSION OF TIME - VARIANCE

EOT-18225 - APPLICANT/OWNER: ANTONETTE MARTINEZ - Request for an Extension of Time of an approved Variance (VAR-5373) THAT ALLOWED A 10-FOOT REAR YARD SETBACK WHERE 35 FEET IS THE MINIMUM REQUIRED IN CONJUNCTION WITH A PROPOSED ROOM ADDITION TO AN EXISTING SINGLE-FAMILY RESIDENCE on 0.47 acres at 2240 Shaw Circle (APN 163-03-802-004), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

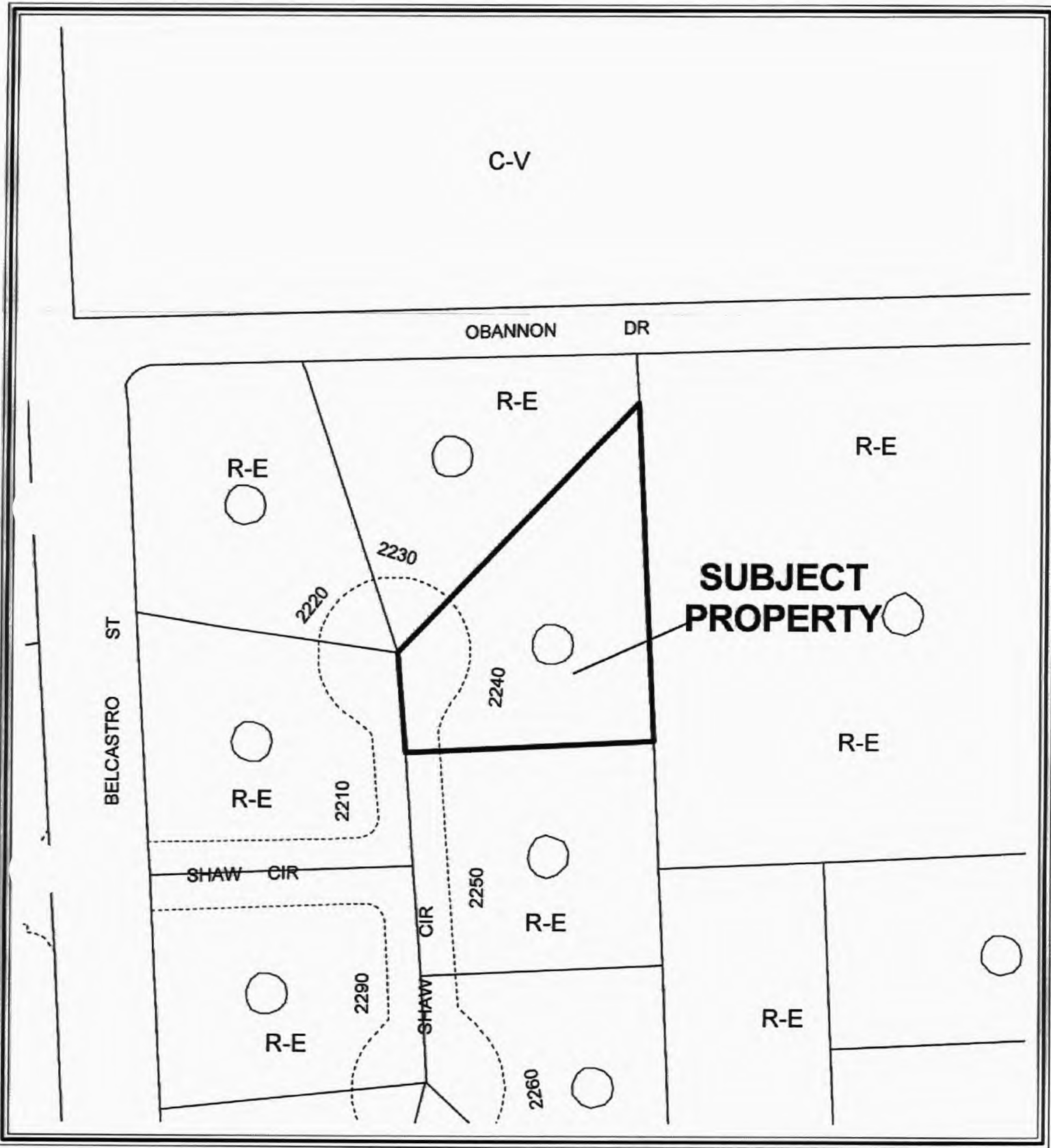
BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Planning Commission approval letter for VAR-5373

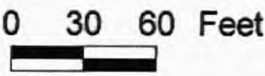
Motion made by GARY REESE to Approve Item 84 [EOT-18225] and Item 85 [EOT-18217] subject to conditions

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)



CASE: EOT-18225





CASE: EOT-18225

0 30 60 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 3, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: EOT-18225 - APPLICANT/OWNER: ANTONETTE MARTINEZ

**** CONDITIONS ****

STAFF RECOMMENDATION: APPROVAL, subject to:

Planning and Development

1. This Extension of Time will expire on November 18, 2008 unless another Extension of Time is approved by the City Council.
2. Conformance to the Conditions of Approval for Variance (VAR-5373) and all other subsequent related actions as required by the Planning and Development Department and Department of Public Works.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for an Extension of Time of an approved Variance (VAR-5373) that allowed a 10-foot rear yard setback where 35 feet is the minimum required in conjunction with a proposed room addition to an existing single-family residence on 0.47 acres at 2240 Shaw Circle.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
11/23/98	The City Council approved a General Plan Amendment (GPA-0027-98) to reclassify a large tract of land of which the subject parcel is included from R (Rural Density Residential) to DR (Desert Rural Density Residential). The Planning Commission and staff recommended approval on 10/22/98.
11/18/04	The Planning Commission approved a Variance (VAR-5373) that allowed a 10-foot rear yard setback where 35 feet is the minimum required in conjunction with a proposed room addition to an existing single-family residence 0.47 acres at 2240 Shaw Circle. Staff recommended denial of the subject request. The subject Variance was final action at the Planning Commission meeting.
<i>Related Building Permits/Business Licenses</i>	
	No building permits have been applied for or issued as it relates to the subject Variance.

<i>Details of Application Request</i>	
<i>Site Area</i>	
Gross Acres	0.47

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single Family Dwelling	DR (Desert Rural)	R-E (Residence Estates)
North	Single Family Dwelling	DR (Desert Rural)	R-E (Residence Estates)
South	Single Family Dwelling	DR (Desert Rural)	R-E (Residence Estates)
East	Single Family Dwelling	DR (Desert Rural)	R-E (Residence Estates)
West	Single Family Dwelling	DR (Desert Rural)	R-E (Residence Estates)

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan		X	
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts		X	
Trails		X	
Rural Preservation Overlay District	X		Y
Development Impact Notification Assessment		X	
Project of Regional Significance		X	

ANALYSIS

This is the first Extension of Time for the subject Variance (VAR-5373) which was approved by the Planning Commission on 11/18/04. A Variance is exercised upon the approval of a final inspection. The applicant has not received a final inspection as the proposed room addition has not been built. No building permits have been issued for the proposed addition. The applicant indicates that the Extension of Time is needed due to time constraints. The applicant indicates that construction will commence in early 2007.

FINDINGS

Staff supports the subject Extension of Time since it will allow the applicant to construct the room addition and receive a final inspection. A condition of approval has been added, which recommends that the extension be allowed for two years or until such time as another Extension of Time application is approved.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT N/A

SENATE DISTRICT N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EDT-18225 APN: 163-03-802-004

Name of Property Owner: ANTONETTE D. MARTINEZ

Name of Applicant: ANTONETTE D. MARTINEZ

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: _____

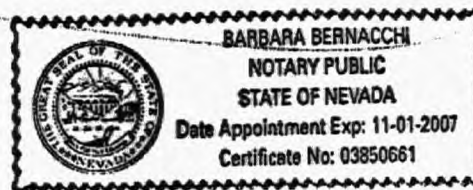
Signature of Property Owner: Antonette D. Martinez

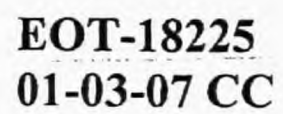
Print Name: ANTONETTE D. MARTINEZ

Subscribed and sworn before me

This 17 day of November, 2006

Barbara Bernacchi
Notary Public in and for said County and State





November 14, 2006

City of Las Vegas
Planning & Development
731 S. 4th Street
Las Vegas, NV 89101

RE: VAR-5373 – VARIANCE – EXTENSION OF TIME REQUEST

To Whom It May Concern:

This is a justification letter, as requested, in the *Extension of Time* Requirements.

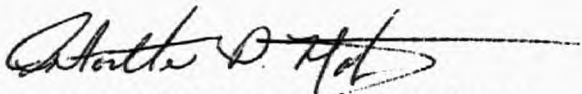
I am requesting an *Extension of Time* to do the proposed addition to my home. I purchased the home in June of 2006 and simply have not had the time to do the addition. I have extensively remodeled the inside of the home and updated many of the internal features. However, I do intend to do the proposed addition early in 2007.

This addition will be off of the Master Closet area and will include mostly all additional closet space with a small work out room exiting to the second patio area of the back yard. I intend to use some of the garden area, without removing any large trees or boulders that are in the yard. Furthermore, this addition will not require any additional plumbing. It will require electricity, of course, and an additional small air conditioning unit that will be used primarily for the additional closet and work out area. The proposed addition is an estimated size of 336 square feet.

I do understand that I will need to submit formal drawings to the Planning & Development Department immediately upon their completion in early 2007.

I thank you in advance for your approval of this *Extension of Time* request, as I am looking forward to completing this project to maximize the comfort of my home. Please call me directly if you any questions, comments or concerns regarding this request.

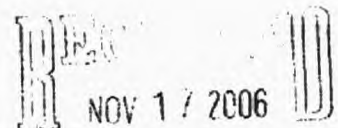
Kindest regards,



Antonette D. Martinez, Property Owner
2240 Shaw Circle Las Vegas, NV 89117

Assessor's Parcel Number 163-03-802-004

Tel 702-360-5990
Cell 702-812-6955



EOT-18225
01-03-07 CC

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

November 19, 2004

Mr. and Mrs. Todd Kenner
2240 Shaw Circle
Las Vegas, Nevada 89117

RE: VAR-5373 - VARIANCE

Dear Mr. and Mrs. Kenner:

Your request for a Variance TO ALLOW A 10-FOOT REAR YARD SETBACK WHERE 35 FEET IS THE MINIMUM REQUIRED IN CONJUNCTION WITH A PROPOSED ROOM ADDITION TO AN EXISTING SINGLE-FAMILY RESIDENCE on 0.47 acres at 2240 Shaw Circle (APN 163-03-802-004), R-E (Residence Estates) Zone, Ward 1 (Moncrief), was considered by the Planning Commission on November 18, 2004.

The Planning Commission voted to **APPROVE** your request, subject to the following:

Planning and Development

1. This Variance 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.

This action by the Planning Commission is final. The notice of final action was filed with the City Clerk on **November 19, 2004**.

Sincerely,

Gary Leopold, Planning Supervisor
Planning and Development Department
Current Planning Division

GL:clb

Mayor
Oscar B. Goodman

City Council
Gary Reese
Mayor Pro Tem
Larry Brown
Lawrence Weekly
Michael Mack
Janet Moncrief
Steve Wolfson

City Manager
Douglas A. Selby



07101-001-07-04

NOV 17 2006

EOT-18225
01-03-07 CC

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☒ **Consent** ☐ **Discussion**

SUBJECT:

EXTENSION OF TIME - SPECIAL USE PERMIT

EOT-18217 - APPLICANT: WOOD PARTNERS - OWNER: ALTA MONTECITO - Request for an Extension of Time of an approved Special Use Permit (SUP-5296) THAT ALLOWED A DENSITY OF 66.94 UNITS WHERE 50 UNITS PER ACRE IS THE MAXIMUM ALLOWED FOR AN APPROVED 399-UNIT HIGH DENSITY RESIDENTIAL DEVELOPMENT on 5.96 acres adjacent to the southeast corner of Elkhorn Road and Grand Montecito Parkway (APN 125-20-510-002), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use) Town Center Special Land Use Designation], Ward 6 (Ross). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council approval letter for SUP-5296

Motion made by GARY REESE to Approve Item 84 [EOT-18225] and Item 85 [EOT-18217] subject to conditions

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

PF-TC

C-1

95

OSO BLANCA

RD

ELKHORN RD

**SUBJECT
PROPERTY**

MT-TC

RESTAURANT
SHOPS
RESTAURANT

SHOPS
BANKING

SHOPS

PF-TC

ELGONDO/RANCHO SALFIELDS

PARKING LOT

MT-TC

MT-TC

MT-TC

MT-TC

MT-TC

HOSPITAL

MT-TC

MT-TC

0 100 200 Feet

CASE: EOT-18217





0 100 200 Feet



CASE: EOT-18217



AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 3, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: EOT-18217 - APPLICANT: WOOD PARTNERS - OWNER:
ALTA MONTECITO**

**** CONDITIONS ****

STAFF RECOMMENDATION: APPROVAL, subject to:

Planning and Development

1. This Extension of Time will expire on December 01, 2008 unless another Extension of Time is approved by the City Council.
2. Conformance to the Conditions of Approval for Special Use Permit (SUP-5296) and all other subsequent related actions as required by the Planning and Development Department and Department of Public Works.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for an Extension of Time of an approved Special Use Permit (SUP-5296) that allowed a density of 66.94 units where 50 units per acre is the maximum allowed for an approved 399-unit high density residential development on 5.96 acres adjacent to the southeast corner of Elkhorn Road and Grand Montecito Parkway.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
12/07/98	The City Council approved a Rezoning (Z-0076-98) on property located within the area designated Town Center on the Northwest Amendment to the General Plan, from: U, R-E, R-PD7, R-PD11, R-PD13, R-PD18, R-CL, C-1, C-2, C-V, and P-D to: T-C (Town Center), size: 1,468 acres. The Planning Commission and staff recommended approval on 11/05/98.
12/01/04	The City Council approved a Site Development Review (SDR-5295) for a proposed 399-unit five-story high density residential development; and a Special Use Permit (SUP-5296) that allowed a density of 66.94 units where 50 units per acre is the maximum allowed for an approved 399-unit high density residential development on 5.96 acres adjacent to the southeast corner of Elkhorn Road and Grand Montecito Parkway. The Planning Commission and staff recommended approval on 11/04/04.
<i>Related Building Permits/Business Licenses</i>	
12/10/06	A building permit (6007189) was issued on the indicated date for an apartment building with two garages. Also, a permit (6007190) for onsites/hardscapes was also issued on the indicated date.

<i>Details of Application Request</i>	
<i>Site Area</i>	
Gross Acres	5.91

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	TC (Town Center)	T-C (Town Center)
North	Undeveloped	TC (Town Center)	T-C (Town Center)
South	Undeveloped	TC (Town Center)	T-C (Town Center)
East	Mountain Ridge City Park	TC (Town Center)	T-C (Town Center)
West	Undeveloped	TC (Town Center)	T-C (Town Center)

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan	X		
T-C Town Center District	X		Y
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts		X	
Trails		X	
Rural Preservation Overlay District		X	
Development Impact Notification Assessment		X	
Project of Regional Significance		X	

ANALYSIS

This is the first Extension of Time for the subject Special Use Permit (SUP-5296) which was approved by the City Council on 12/01/04. A Special Use Permit is exercised upon the issuance of a certificate of occupancy. A building permit (6007189) for an apartment building with two garages was issued on 12/10/06. The permit (6007190) for onsites/hardscapes was also issued on 12/01/06. Upon completion of the buildings and a final inspection; a certificate of occupancy will be issued which will then exercise the Special Use Permit.

FINDINGS

Staff supports the subject Extension of Time for the approved Special Use Permit. The applicant has demonstrated that they are working towards development of the subject site. A condition of approval has been added, which recommends that the extension be allowed for two years or until such time as another Extension of Time application is approved.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT N/A

SENATE DISTRICT N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0



STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-18217 APN: 125-20-510-002

Name of Property Owner: Alta Montecito, LP

Name of Applicant: Wood Partners

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: David T. Rubin

Subscribed and sworn before me

This 16 day of November, 2006

Rea K. Harper
Notary Public in and for said County and State

Revised 12-03-04



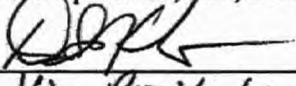
ALTA MONTECITO, L.P., a Georgia limited partnership

By: Alta Montecito GP, LLC, a Georgia limited liability company, its general partner

By: Alta Montecito Holdings, L.P., a Georgia limited partnership, its manager

By: Wood Alta Montecito, LLC, a Georgia limited liability company, its general partner

By: WP South Corporation, Inc., a Georgia corporation, its manager

By: 
Its: Vice President

NOV 12 2006

EOT-18217
01/03/07 CC

ELKHORN ROAD

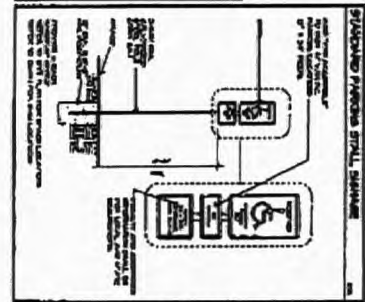
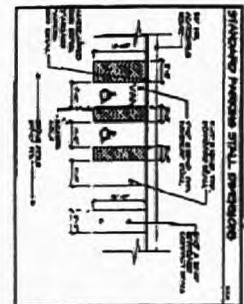
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EOT-18217

SDR-5095

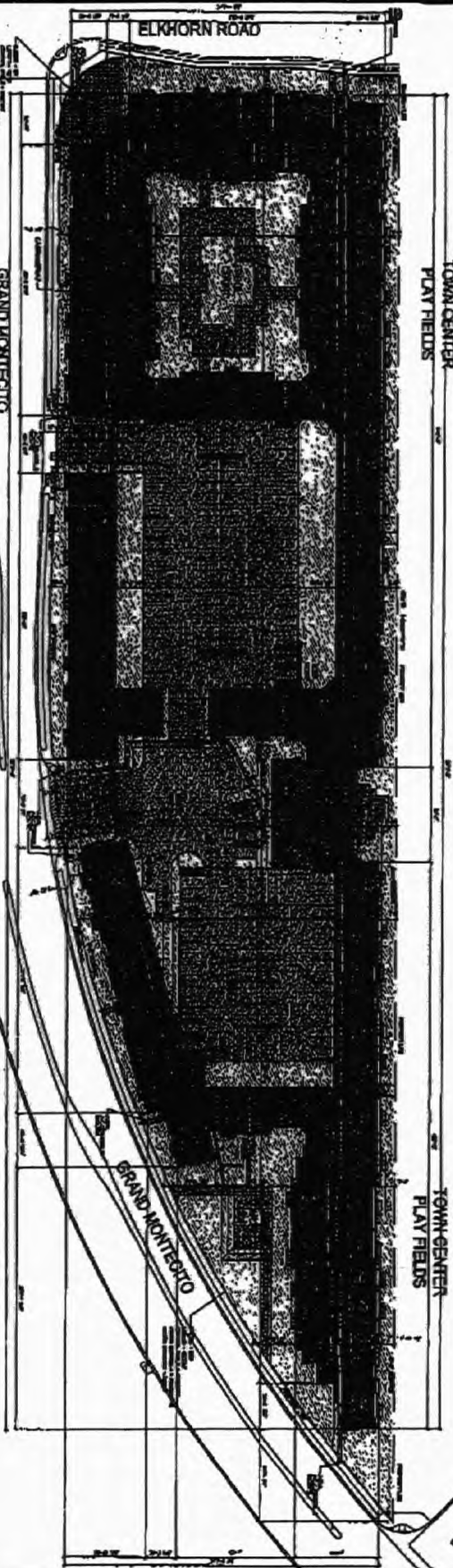
11-04-04 PC

REVISED 10-27-04



GENERAL INFORMATION		PROPERTY MAP		ADJACENT LAND USE	
1. PROJECT NAME	01/03/07 CC	1. PROJECT NAME	01/03/07 CC	1. PROJECT NAME	01/03/07 CC
2. PROJECT LOCATION	ELKHORN ROAD	2. PROJECT LOCATION	ELKHORN ROAD	2. PROJECT LOCATION	ELKHORN ROAD
3. PROJECT DESCRIPTION	01/03/07 CC	3. PROJECT DESCRIPTION	01/03/07 CC	3. PROJECT DESCRIPTION	01/03/07 CC
4. PROJECT OWNER	01/03/07 CC	4. PROJECT OWNER	01/03/07 CC	4. PROJECT OWNER	01/03/07 CC
5. PROJECT ARCHITECT	01/03/07 CC	5. PROJECT ARCHITECT	01/03/07 CC	5. PROJECT ARCHITECT	01/03/07 CC
6. PROJECT ENGINEER	01/03/07 CC	6. PROJECT ENGINEER	01/03/07 CC	6. PROJECT ENGINEER	01/03/07 CC
7. PROJECT CONTRACTOR	01/03/07 CC	7. PROJECT CONTRACTOR	01/03/07 CC	7. PROJECT CONTRACTOR	01/03/07 CC
8. PROJECT BUDGET	01/03/07 CC	8. PROJECT BUDGET	01/03/07 CC	8. PROJECT BUDGET	01/03/07 CC
9. PROJECT SCHEDULE	01/03/07 CC	9. PROJECT SCHEDULE	01/03/07 CC	9. PROJECT SCHEDULE	01/03/07 CC
10. PROJECT RISK	01/03/07 CC	10. PROJECT RISK	01/03/07 CC	10. PROJECT RISK	01/03/07 CC

01 CONCEPTUAL SITE PLAN - FIRST FLOOR



SITE DATA		ADJACENT LAND USE	
1. PROJECT NAME	01/03/07 CC	1. PROJECT NAME	01/03/07 CC
2. PROJECT LOCATION	ELKHORN ROAD	2. PROJECT LOCATION	ELKHORN ROAD
3. PROJECT DESCRIPTION	01/03/07 CC	3. PROJECT DESCRIPTION	01/03/07 CC
4. PROJECT OWNER	01/03/07 CC	4. PROJECT OWNER	01/03/07 CC
5. PROJECT ARCHITECT	01/03/07 CC	5. PROJECT ARCHITECT	01/03/07 CC
6. PROJECT ENGINEER	01/03/07 CC	6. PROJECT ENGINEER	01/03/07 CC
7. PROJECT CONTRACTOR	01/03/07 CC	7. PROJECT CONTRACTOR	01/03/07 CC
8. PROJECT BUDGET	01/03/07 CC	8. PROJECT BUDGET	01/03/07 CC
9. PROJECT SCHEDULE	01/03/07 CC	9. PROJECT SCHEDULE	01/03/07 CC
10. PROJECT RISK	01/03/07 CC	10. PROJECT RISK	01/03/07 CC



ELKHORN ROAD

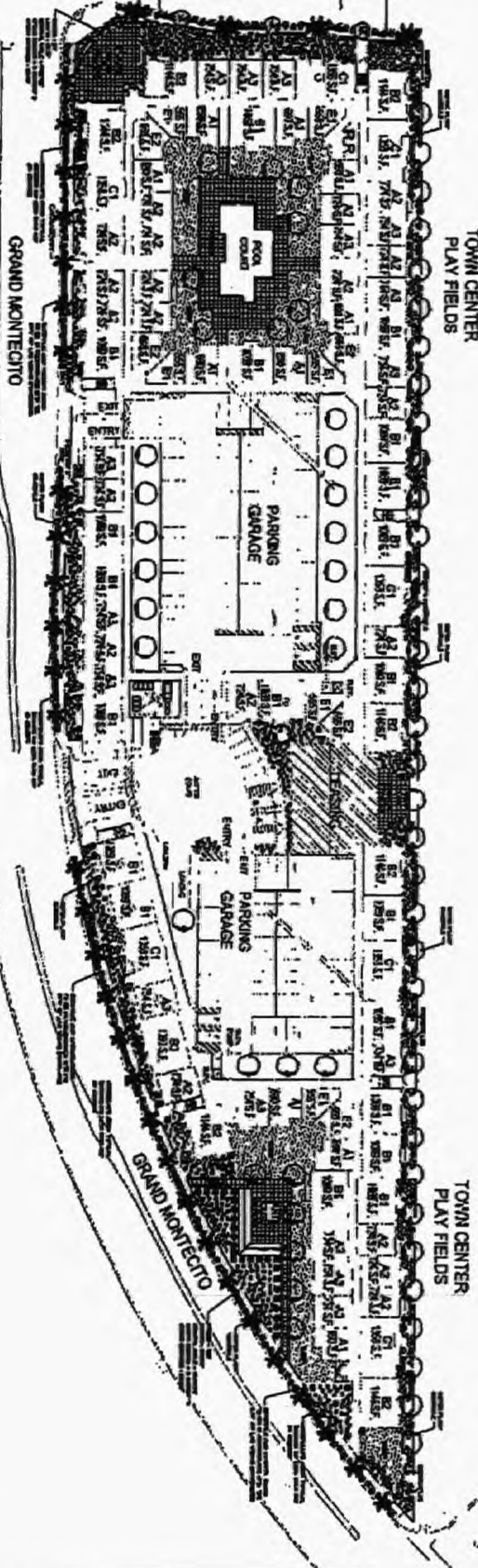
ELKHORN ROAD



01 CONCEPTUAL LANDSCAPE PLAN

LANDSCAPE NOTES

1. CONCEPTUAL & PRELIMINARY TO SUPPORT A.L. & L.A. EXISTING, THE PLANT MATERIAL IS SHOWN IN A PRELIMINARY MANNER.
2. LANDSCAPE MATERIAL IS TO BE PROVIDED FOR ALL PLANT MATERIAL, EXCEPT FOR PLANT MATERIAL OF 4" DIA. OR SMALLER.
3. PLANT MATERIAL IS TO BE PROVIDED FOR ALL PLANT MATERIAL, EXCEPT FOR PLANT MATERIAL OF 4" DIA. OR SMALLER.
4. CONCEPTUAL & PRELIMINARY TO SUPPORT A.L. & L.A. EXISTING, THE PLANT MATERIAL IS SHOWN IN A PRELIMINARY MANNER.
5. LANDSCAPE MATERIAL IS TO BE PROVIDED FOR ALL PLANT MATERIAL, EXCEPT FOR PLANT MATERIAL OF 4" DIA. OR SMALLER.
6. PLANT MATERIAL IS TO BE PROVIDED FOR ALL PLANT MATERIAL, EXCEPT FOR PLANT MATERIAL OF 4" DIA. OR SMALLER.
7. PLANT MATERIAL IS TO BE PROVIDED FOR ALL PLANT MATERIAL, EXCEPT FOR PLANT MATERIAL OF 4" DIA. OR SMALLER.
8. PLANT MATERIAL IS TO BE PROVIDED FOR ALL PLANT MATERIAL, EXCEPT FOR PLANT MATERIAL OF 4" DIA. OR SMALLER.
9. PLANT MATERIAL IS TO BE PROVIDED FOR ALL PLANT MATERIAL, EXCEPT FOR PLANT MATERIAL OF 4" DIA. OR SMALLER.
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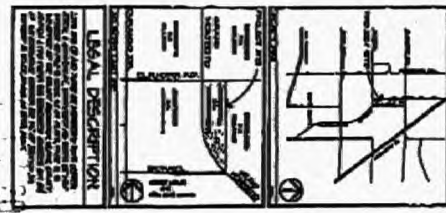


TOWN CENTER
PLAY FIELDS

TOWN CENTER
PLAY FIELDS

PLANT SCHEDULE

PLANT	COMMON NAME	QTY	SIZE	REMARKS
* A1	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A2	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A3	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A4	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A5	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A6	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A7	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A8	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A9	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A10	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A11	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A12	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A13	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A14	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A15	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A16	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A17	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A18	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A19	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A20	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A21	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A22	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A23	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A24	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A25	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A26	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A27	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A28	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A29	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A30	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A31	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A32	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A33	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A34	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A35	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
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* A41	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A42	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
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* A50	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
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* A99	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL
* A100	ADONIS AMERICANA	20	20"	20" PLANT MATERIAL



EOT-18217
01/03/07 CC
SUP-5096
SDR-5095
11-04-04 PC
REVISED 10-27-04

LP1
LANDSCAPE
PLAN



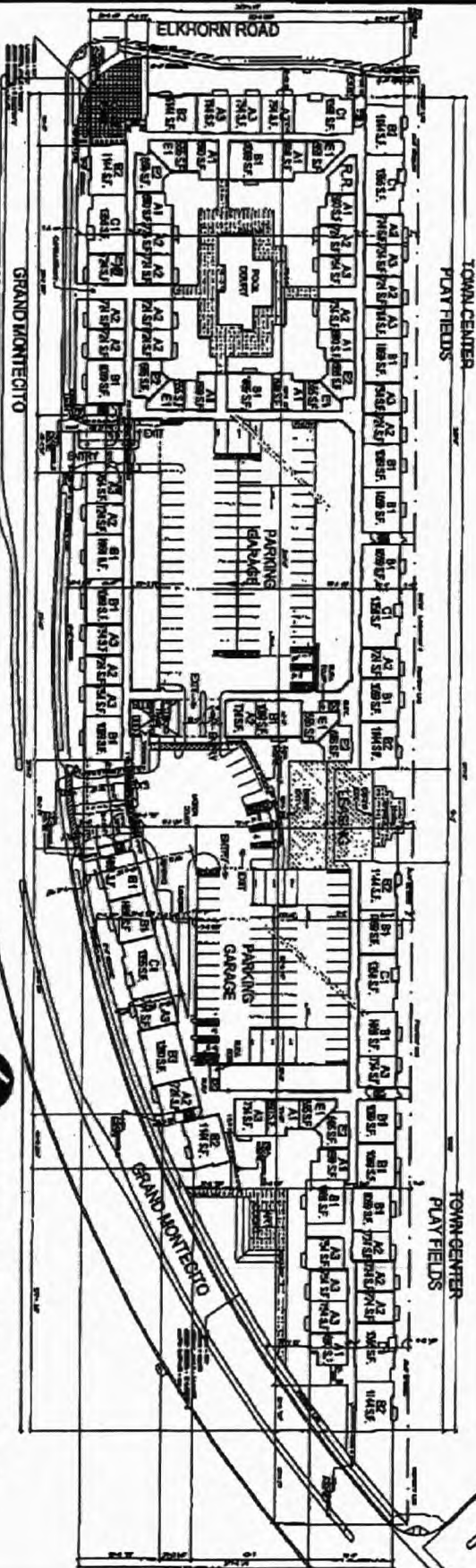
Womack+Hampton
ARCHITECTS, L.L.C.
2000 W. LAS VEGAS AVENUE, SUITE 100
LAS VEGAS, NEVADA 89102

Alta Montecito
LAS VEGAS, NEVADA
WOOD PARTNERS

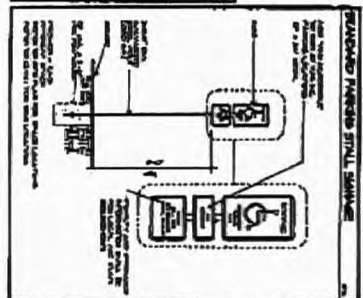
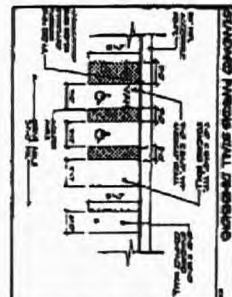


ELKHORN ROAD

FOT-18217
01/03/07 CC
SUP-5096
SDR-5095
11-04-04 PC
REVISED 10-27-04



01 CONCEPTUAL SITE PLAN - FIRST FLOOR
 DATE: 7-7-03



GENERAL INFORMATION		VEHICLE TYPE		VEHICLE TYPE	
NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION
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SITE DATA	
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99	RESIDENTIAL
100	RESIDENTIAL

**KUMMER
KAEMPFER**

**KUMMER KAEMPFER BONNER
RENSHAW & FERRARIO**

ATTORNEYS AT LAW

LAS VEGAS OFFICE

JENNIFER LAZOVICH

jlazovich@kkbrf.com
702.792.7050

LAS VEGAS OFFICE
3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, NV 89169
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.3982

SUMMERLIN OFFICE
3425 Cliff Shadows Parkway
Suite 150
Las Vegas, NV 89129
Tel: 702.693.4260
Fax: 702.939.8457

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.882.1311
Fax: 775.882.0257

November 9, 2006

VIA HAND DELIVERY

CITY OF LAS VEGAS PLANNING DEPT.
731 S. Fourth St.
Las Vegas, NV 89101

**Re: Justification letter
Extension of Time (SDR-5295 and SUP-5296)**

To Whom It May Concern:

Please be advised, this office represents the applicant in the above referenced matter. The applicant is seeking an extension of time for SDR-5295 and SUP-5296. These applications were approved by the City of Las Vegas City Council on December 1, 2004.

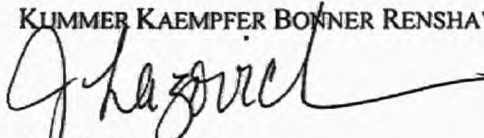
Since that time, the applicant has submitted Civil Plans for review (C-0236-06) and it is our understanding that a building permit can be pulled upon payment of fees.

It is anticipated that construction will begin in December 2006. However, in the interest of preserving the right to commence construction of the project, the applicant is seeking an extension of time for both applications.

Since there has been no significant change in the area, approval of the extension of time applications is appropriate and just.

Sincerely,

KUMMER KAEMPFER BONNER RENSCHAW & FERRARIO


Jennifer Lazovich

JJL/dmf

Encl.

cc: David Kubin
Christina Graham

NOV 17 2006





051208

December 2, 2004

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

Mr. Matt Werner
Montecito Pads, LLC
6600 West Charleston Boulevard, Suite #126
Las Vegas, Nevada 89146

RE: SUP-5296 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF DECEMBER 1, 2004
Related to SDR-5295

Dear Mr. Werner:

The City Council at a regular meeting held December 1, 2004 APPROVED the request for a Special Use Permit TO ALLOW A DENSITY OF 66.94 UNITS PER ACRE WHERE 50 UNITS PER ACRE IS THE MAXIMUM ALLOWED FOR A PROPOSED 399-UNIT HIGH DENSITY RESIDENTIAL DEVELOPMENT adjacent to the southeast corner of Elkhorn Road and Grand Montecito Parkway (APN 125-20-510-002), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use) Town Center Special Land Use Designation]. The Notice of Final Action was filed with the Las Vegas City Clerk on December 2, 2004. This approval is subject to:

Planning and Development

1. A Site Development Review application (SDR-5295) for a High Density Residential Development at the southeast corner of Elkhorn Road and Durango Drive approved by the City Council.
2. 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.

Sincerely,

Ydorena Yturralde
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Ms. Jennifer Lazovich
Kummer Kaempfer Bonner & Renshaw
3800 Howard Hughes Pkwy, 7th Floor
Las Vegas, Nevada 89109

Mr. William Bollwerk
WP South Acquisitions, LLC
15150 North Hayden Road, Suite #104
Scottsdale, Arizona 85260

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-804

NOV 17 2006
EOT-18217
01/03/07 CC

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

WATER FEATURE EXEMPTION

DIR-18171 - APPLICANT/OWNER: RITZ COVE HOMEOWNERS ASSOCIATION - Request TO ALLOW THE OPERATION OF A 57 SQUARE FOOT WATER FEATURE at the entrance to an existing single family residential development at 2501 Monarch Bay Drive (APN 138-16-812-032), Ward 4 (Brown). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter

Motion made by LARRY BROWN to Approve subject to conditions

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

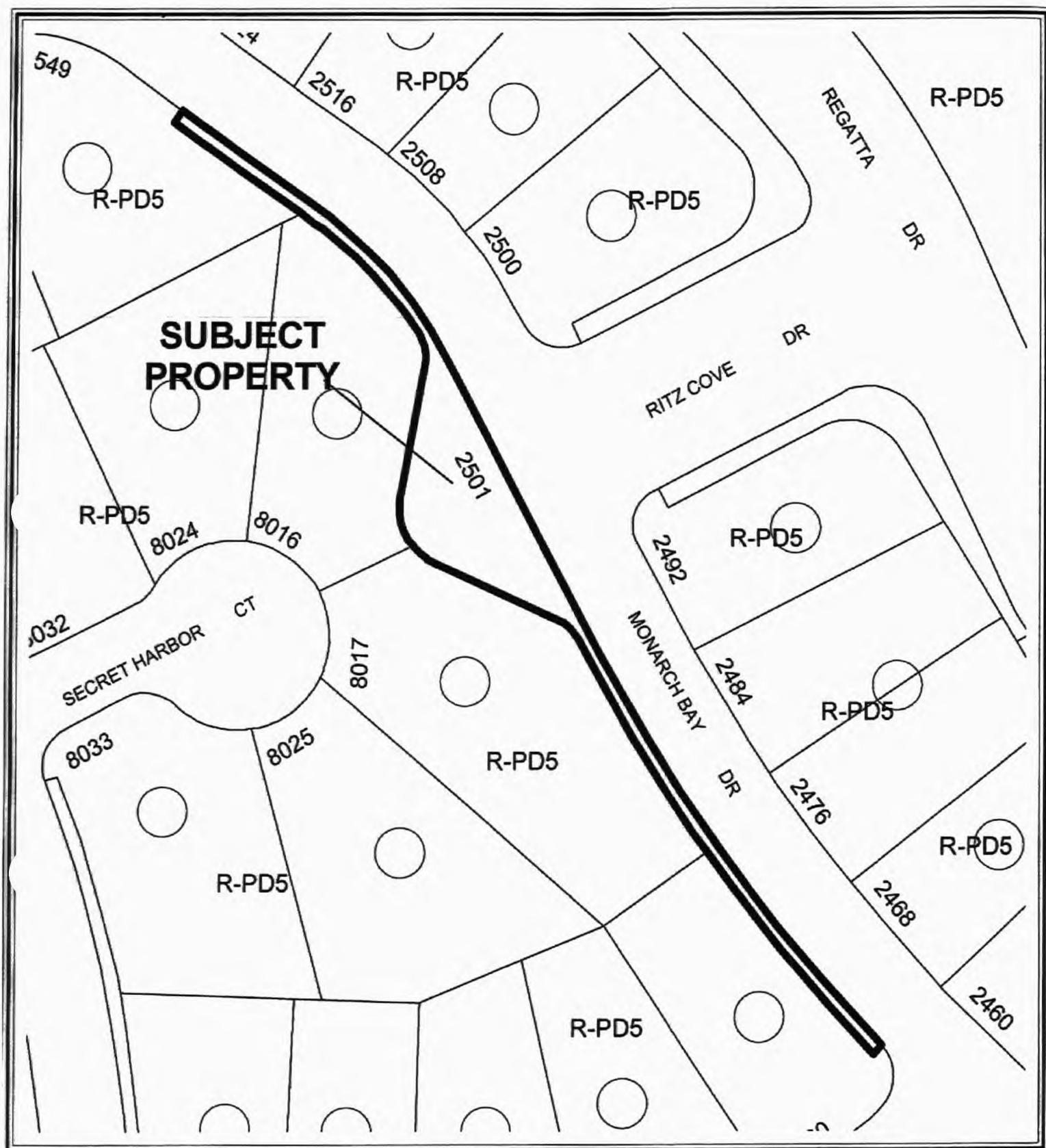
LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

MAYOR GOODMAN declared the Public Hearing open.

FIRMIN BERTA, President, Ritz Cove Homeowners Association, agreed with staff's recommendation.

MAYOR GOODMAN declared the Public Hearing closed.



CASE: DIR-18171

0 30 60 Feet





CASE: DIR-18171

0 30 60 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 3, 2007
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: DIR-18171 - APPLICANT/OWNER: RITZ COVE
HOMEOWNERS ASSOCIATION

**** CONDITIONS ****

STAFF RECOMMENDATION: **APPROVAL**, subject to:

Planning and Development

1. The applicant shall pay a fee to the City through the Planning and Development Department of \$330.00 to operate the water feature through January 3, 2008. For subsequent years in which Drought Watch or Drought Alert is declared, an annual fee of \$250.00 shall be paid.
2. The applicant shall post a sign at the water feature to indicate an exemption has been received allowing its operation.

**** STAFF REPORT ****

APPLICATION REQUEST

This is a request to allow the operation of a 57 square foot water feature at the entrance to an existing single family residential development at 2501 Monarch Bay Drive.

EXECUTIVE SUMMARY

The request from the applicant would allow the operation of an existing 57 square foot water feature, which is located at the entrance to an existing single family residential development. The 57 square foot calculation is derived from the surface area of the water feature.

ANALYSIS

The applicant is proposing to re-activate an existing 57 square foot water feature, which is located at 2501 Monarch Bay Drive. Title 14.11.190 states: that a "water reduction plan" is required for exemption eligibility. The applicant is converting approximately 1,213 square feet of turf to xeriscape in conjunction with the re-activation of the water feature. The removal of turf is credited as a savings of a 50-to-1 ratio. The conversion allows 50 square feet of turf removal to count as one square foot of the proposed water feature. The applicant is converting 1,213 square feet of turf, which equals a savings of 24 square feet. Therefore, a fee of \$330.00 will be required to re-activate the fountain if the exemption is approved. The applicant has been advised of the fees associated with the re-activation, and has agreed to pay the fees if approved. Additionally, the applicant will be required to pay an additional yearly fee of \$250.00 when either the Drought Watch or Drought Alert is declared.

Pursuant to Title 14.11.190, the City Council may approve exemptions to allow the operation of water features during Drought Watch and Drought Alert as defined by the Southern Nevada Water Authority (SNWA). On sites where turf exists at the time of the exemption request, 50 square feet of turf shall be converted to drought tolerant landscaping (such as desert landscaping) to allow for each square foot of water feature area. In cases where there is not enough turf at the time of the request to meet this ratio, a fee of \$10 per square foot of surface area shall be paid for the remaining portion of the water feature area not covered by the turf conversion. In cases where there is no turf on the subject site, the \$10 per square foot of water area shall be applied.

The SNWA notes that there are no outstanding violations regarding this water feature.

In order to inform the public that an exemption has been received for the subject water feature, the applicant shall post a sign adjacent to the subject water feature indicating such. This is in conformance to Title 14.11.

FINDINGS

The re-activation of the 57 square foot water feature is minor in nature and does not impose an undue hardship on the Southern Nevada Water Authority. The applicant is also removing 1,213 square feet of turf to mitigate the activation of the fountain. Therefore, staff can support the proposed water feature exemption as conditioned.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT N/A

SENATE DISTRICT N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: DIR-18171 APN: _____

Name of Property Owner: RITZ COVE HOMEOWNERS ASSOCIATION

Name of Applicant: FIRMIN J. BERTA, PRESIDENT, HOA.

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: Firmin Berta

Print Name: FIRMIN J. BERTA

Subscribed and sworn before me

This 9th day of NOVEMBER, 2006

Diane J. Meserby CLARK AND NEVADA
Notary Public in and for said County and State

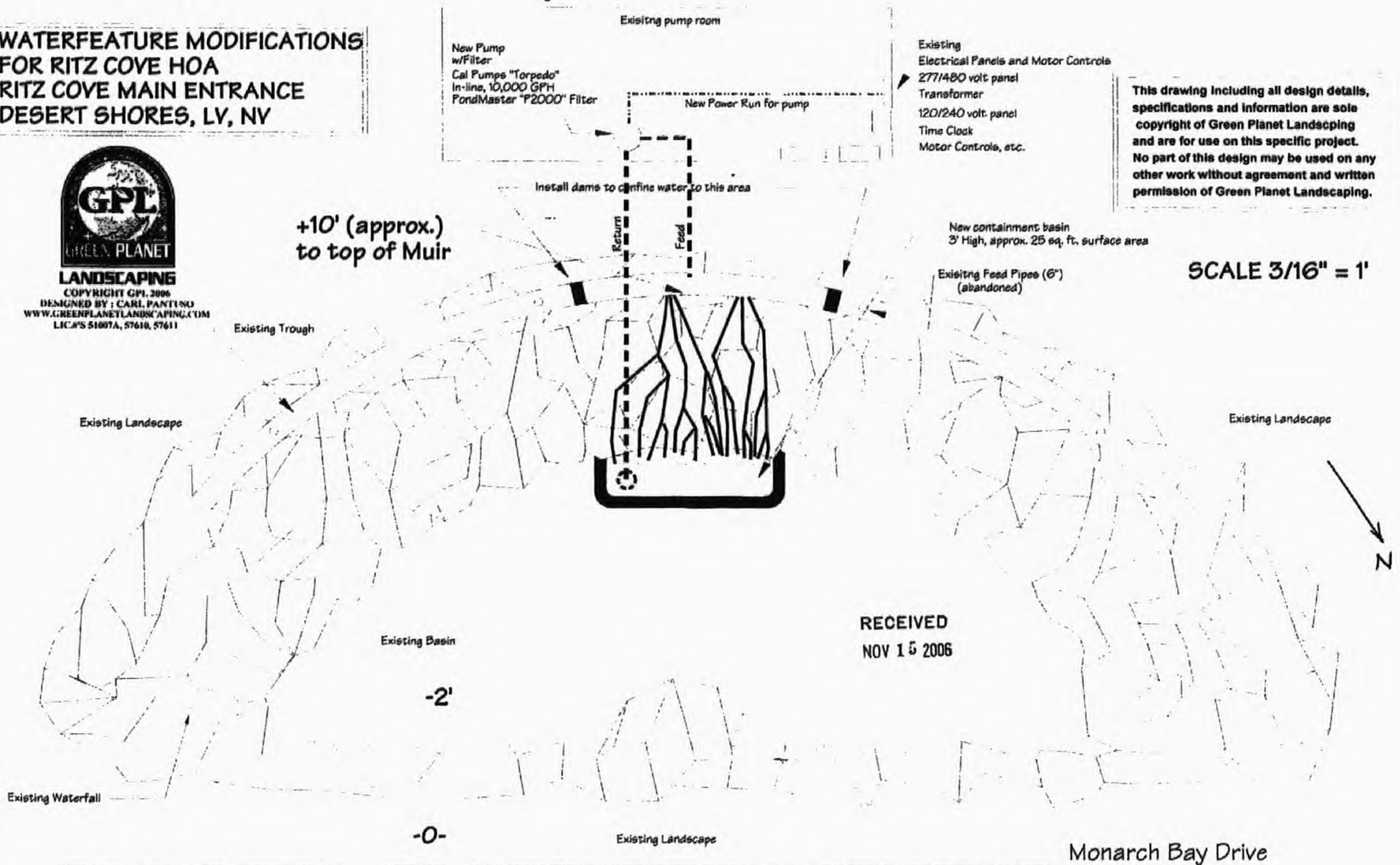


**WATERFEATURE MODIFICATIONS
FOR RITZ COVE HOA
RITZ COVE MAIN ENTRANCE
DESERT SHORES, LV, NV**

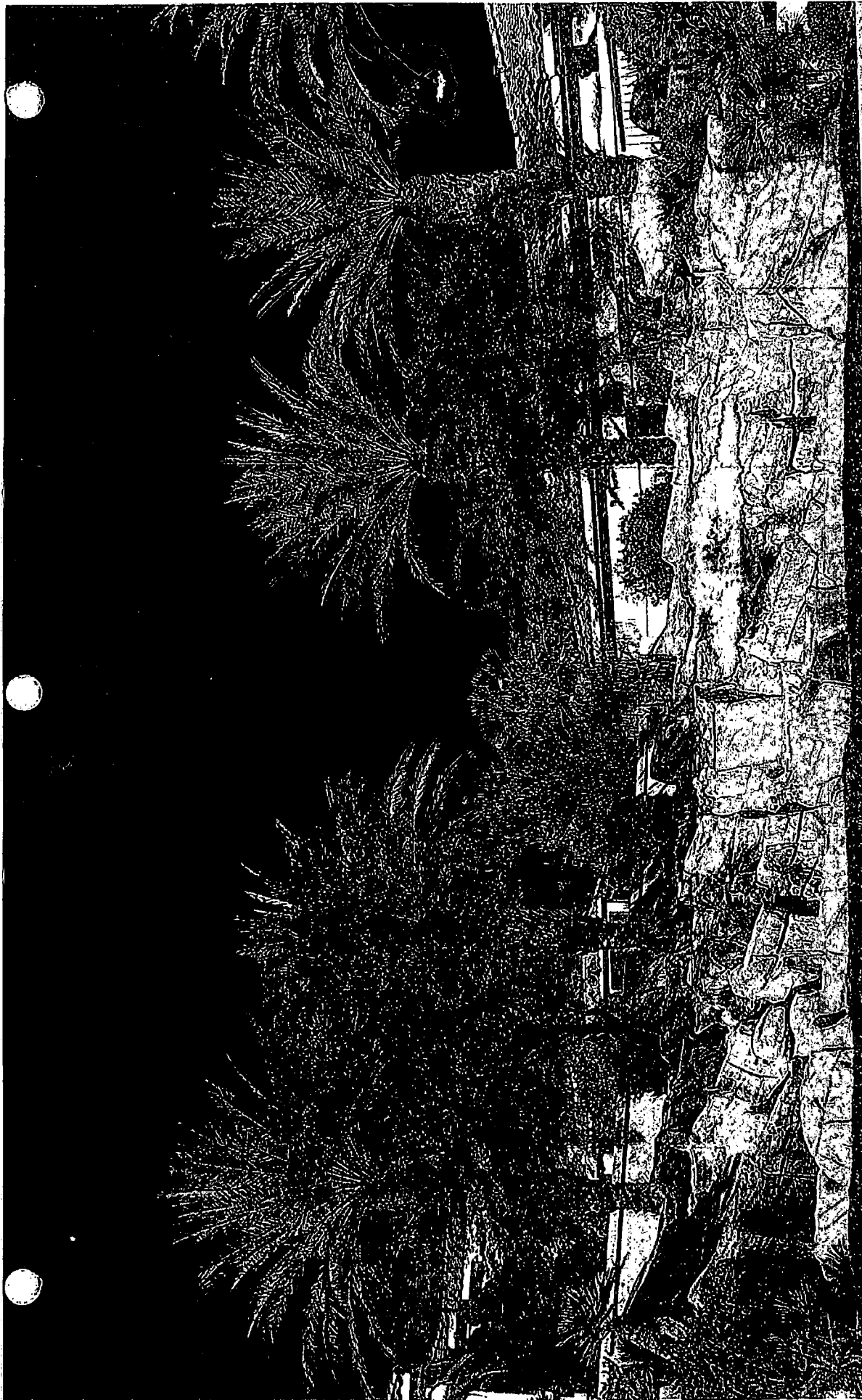


LANDSCAPING

COPYRIGHT GPL 2006
DESIGNED BY: CARL PANTUO
WWW.GREENPLANETLANDSCAPING.COM
LIC.#S 51007A, 57610, 57611

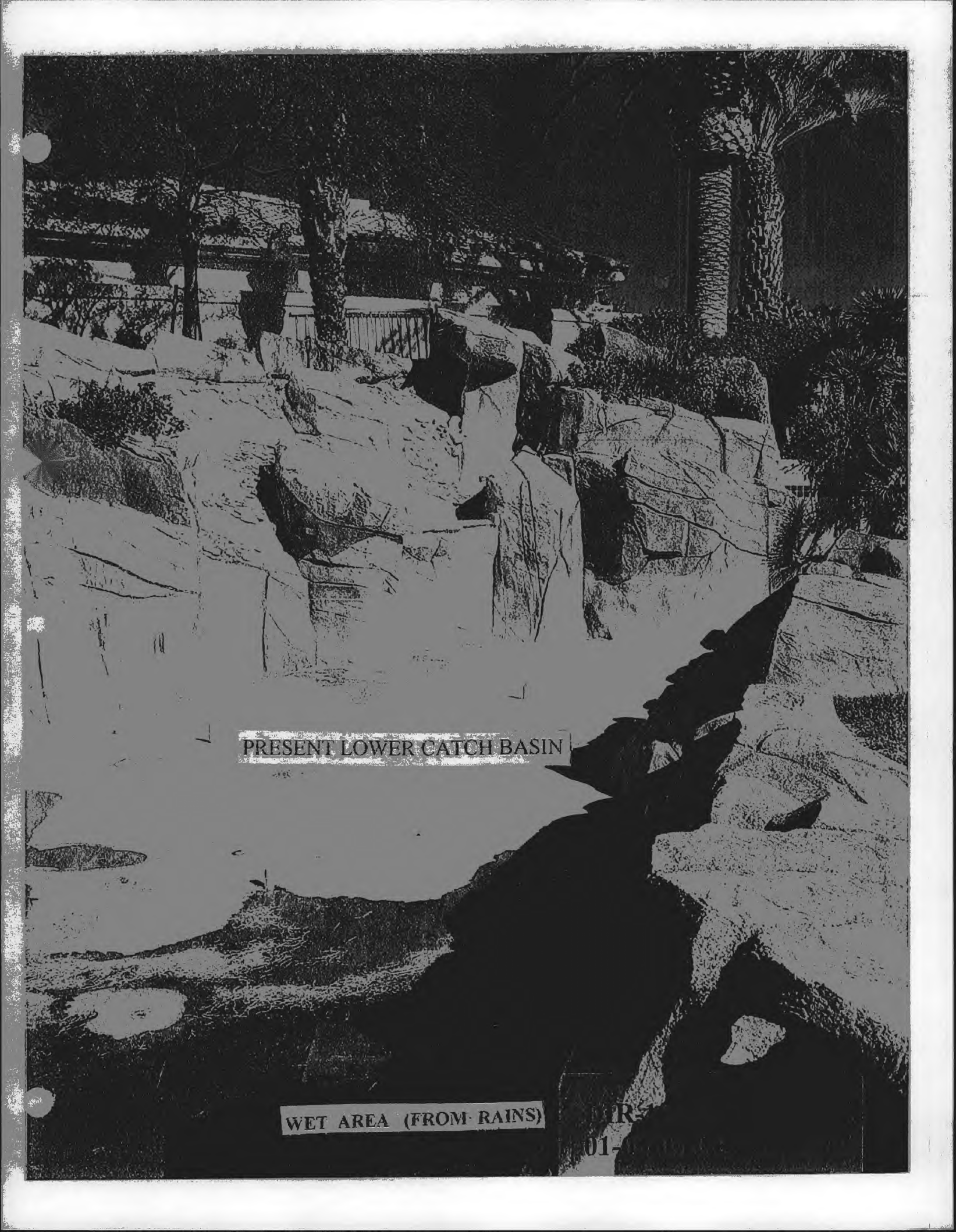


**DIR-18171
01-03-07 CC**



DIR-18471
01-03-07 CC

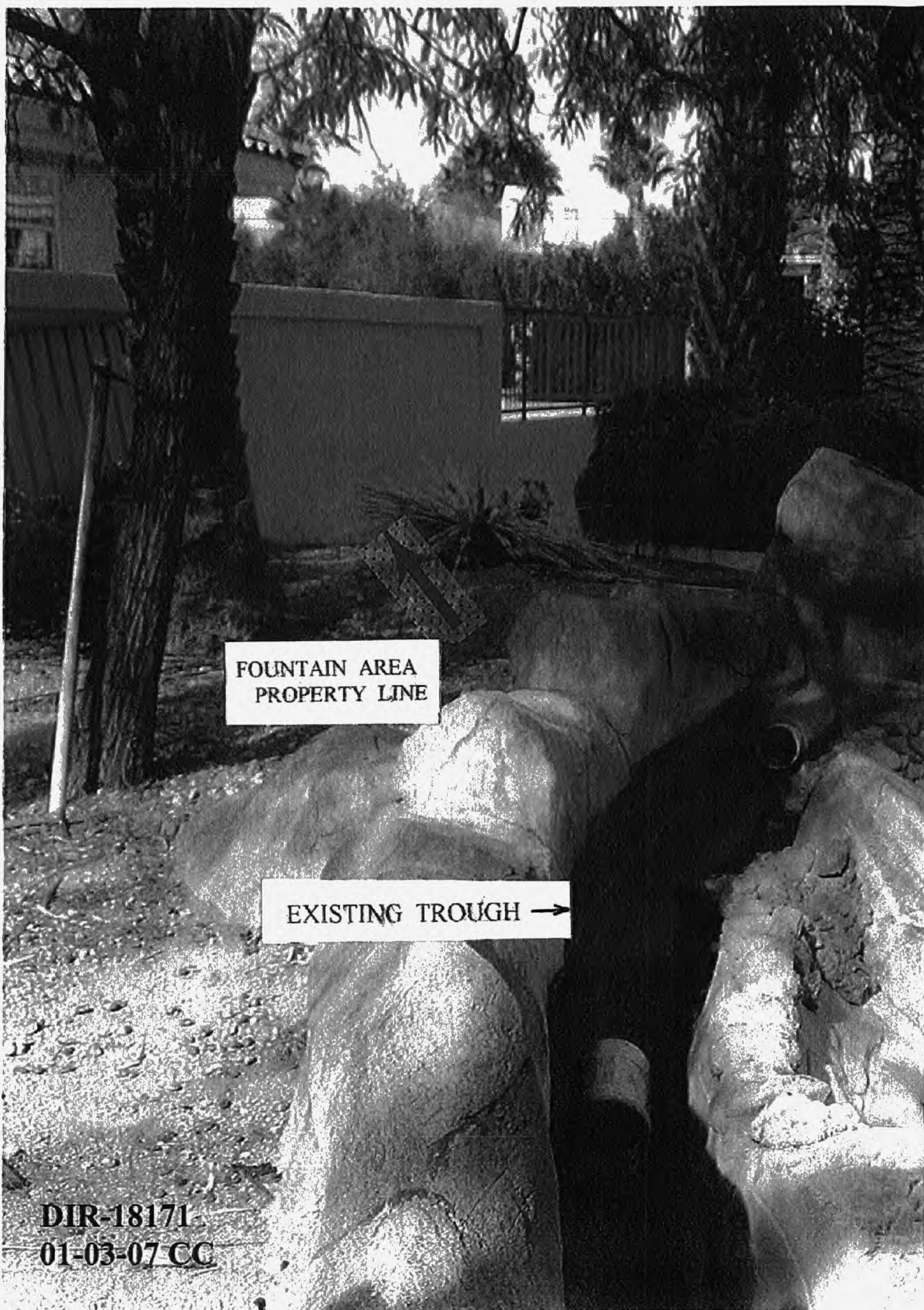
MONARCH BAY DR

A black and white photograph showing a rocky, uneven terrain. In the foreground, there is a dark, wet area that appears to be a catch basin or a pool of water, reflecting some light. The middle ground is dominated by large, light-colored rocks with visible cracks and textures. In the background, there is a building with a corrugated metal roof and some trees, including a prominent palm tree on the right side. The overall scene suggests a natural or semi-natural environment, possibly a park or a wildlife enclosure.

PRESENT LOWER CATCH BASIN

WET AREA (FROM RAINS)

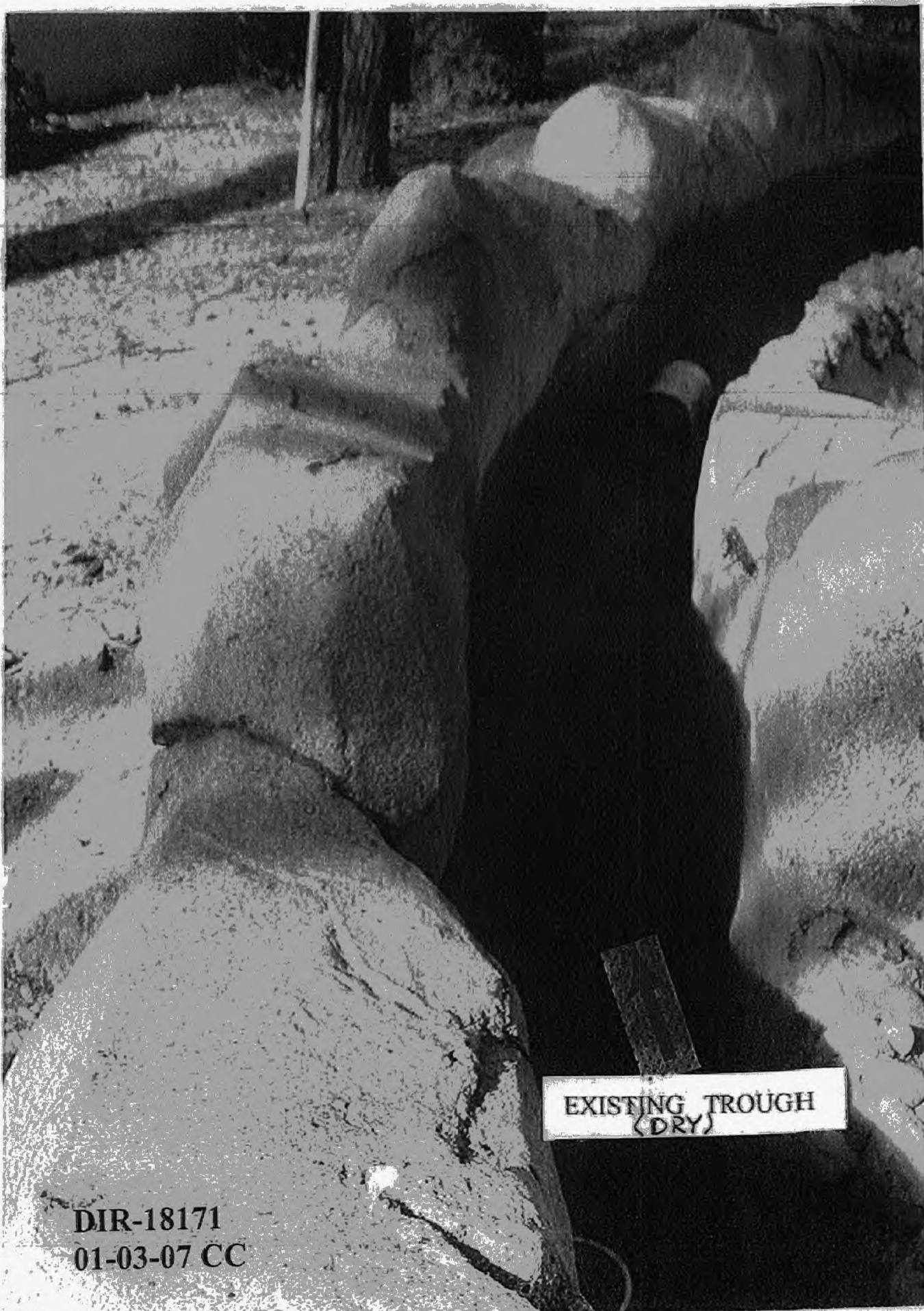
IR-1
01-0000



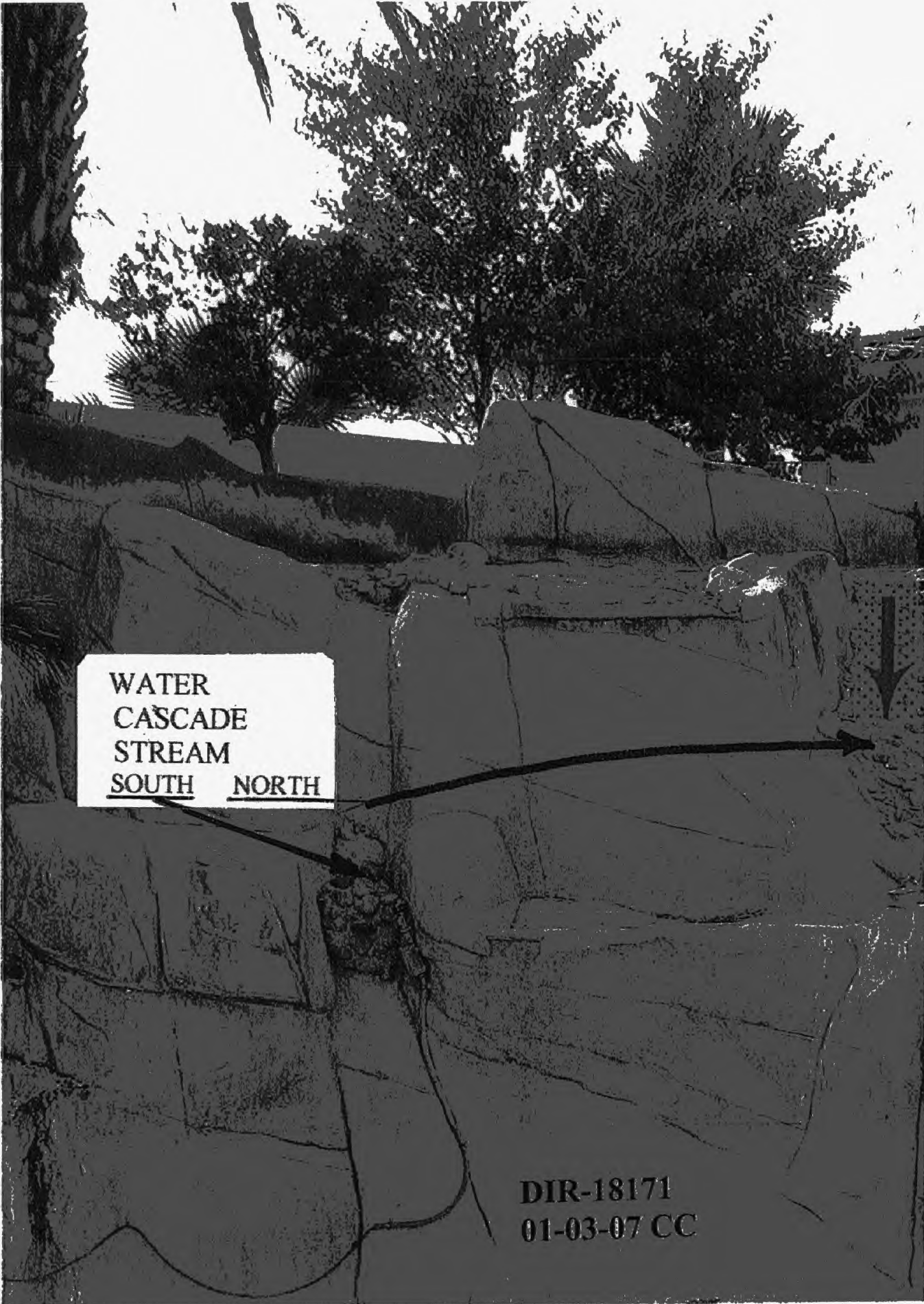
FOUNTAIN AREA
PROPERTY LINE

EXISTING TROUGH →

DIR-18171
01-03-07 CC

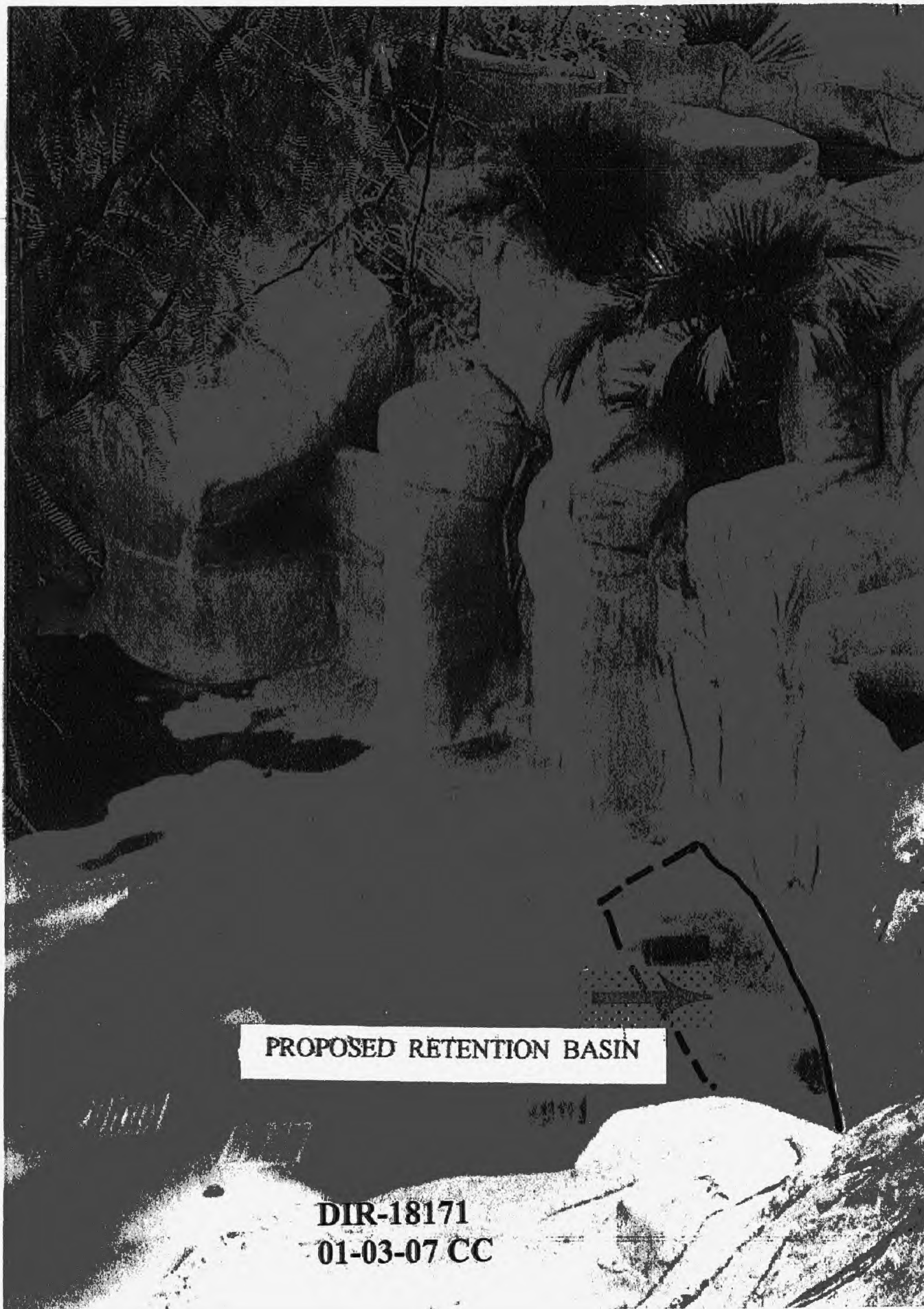


DIR-18171
01-03-07 CC

A black and white photograph showing a rocky stream bed. In the background, there are trees and a hillside. A white rectangular label is placed on the left side of the stream bed. Two black arrows originate from the label: one points diagonally down and to the left, and the other points diagonally up and to the right. On the right side of the image, there is a small black arrow pointing downwards.

WATER
CASCADE
STREAM
SOUTH NORTH

DIR-18171
01-03-07 CC

An aerial photograph of a desert landscape. The terrain is rocky and sparsely vegetated with various shrubs and small trees. A dashed line is drawn on the ground, outlining a rectangular area in the lower right quadrant. This area is labeled as the 'PROPOSED RETENTION BASIN'. The line is solid on the right side and dashed on the other three sides. The overall image is in black and white, with high contrast.

PROPOSED RETENTION BASIN

DIR-18171
01-03-07 CC

**JUSTIFICATION SUBMITTAL LETTER FOR
FOUNTAIN OPERATION @ RITZ COVE HOA,
A DESERT SHORES COMMUNITY**

The semi-circle cascading water fountain at the entrance to Ritz Cove HOA was built in the late 1980's as part of the overall landscape plan of the area. It is located to the west of the intersection of Buffalo Dr. and Smoke Ranch Rd. It was upgraded in the mid 1990's with newer more efficient motor/pumps installed, along with a reduction in the water cascading area, and reduced time in motor/pump operation. (Please see attached).

A couple of years ago, at the request of the Las Vegas Valley Water District, the fountain was turned OFF in compliance with the current "Drought Alert". We understand that the fountain may now qualify to be operated under certain environmental controls, reduced water cascading area, reduced operating time, reduced motor/pump capacity, and hopefully reduced sprinkled lawn areas. The Management of Ritz Cove recently circulated a questionnaire to all Homeowners within the area and the response was a resounding YES to have the fountain running again. The Homeowners want the fountain to operate. Some even made the emphatic point that a running fountain was the main reason they purchased a home within the area, and they feel running the fountain impacts their property values on the positive side. The fountain is seen every time they enter our gated community. This letter is the result of the Homeowners desires to operate the fountain on a more conservative basis and also be in compliance with the City and the Water District.

The submittal letter requires that items must be detailed, how the new project will support existing City and Water District policies and regulations along with pertinent Water District data on our accounts.

The current plans call for only two small cascading water streams from the top manifold channel, flowing near the middle of the fountain, to the bottom-retaining basin. This is a vertical drop of about eight feet with an area of about twenty-seven (27) square feet of exposed cascading water area. (Please note colored photos, enclosed). The bottom 18 inch-deep retaining basin will be used to catch and hold the cascaded water for purposes of pumping it back up to the top manifold to create a recirculating system within itself. We hope to keep the retaining basin at the bottom in the 25 sq. ft. area (about 280 gal.)- previously it was about 7-800 sq. ft. at a 30-inch depth. Also previously, the exposed cascading water area was about 200 sq feet, now it would be about 27 sq. ft. The proposed reduction in size of the current retaining basin (from about 14,025 gallons to 280-300 gallons) represents the biggest area reduction of evaporative surface this retrofit project encompasses. For evaporation surface alone this is a reduction of greater than 80%, and the overall gallon reduction is an even greater reduction percentage.

**DIR-18171
01-03-07 CC**

The previous manifold basin at the top is about 66 feet long, representing about 100 sq. feet of evaporative surface. Now we want to make it smaller and only about 10 feet long- another reduction in exposed water surface area. Our contractor believes that with the reduced requirements of area and water, both of the 20 HP motors/pumps in the below ground pump room can be eliminated and only a single 5 HP motor/pump would be needed. We have already installed a new efficient sump/pump in the pump room for safety purposes, and will not use the currently installed, built-in, 8-inch PVC pipes from past operations of the fountain. The new supply pipe will be a 3 or 4 inch PVC that will take water from the retaining or catch basin, pumping it directly up to the manifold basin at the top of the fountain.

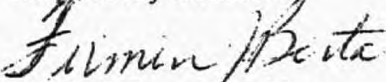
In keeping with the spirit of reduced water useage and evaporation, we have communicated to our contractor the downscaling of the fountain cascading area, and why. This includes the prudent use not only of water but also electric power that uses a lot of water in its generation. The homeowners will still see cascading water. We will supplement the exposed rock area in the fountain with drip-irrigated greenery. In addition, we want to place several, very large, decorative, flower pots in the vacant lower basin area, which will probably be back-filled with either rock or a planting soil. Furthermore, within our community, we are also prepared to make a reduction, if necessary, in lawn areas at two cul-de-sacs, both of which have small fountains in the center of a green area. These fountains are OFF and will remain so. The turf area we would eliminate amounts to about 1213 sq. ft. and the area would be converted to drip irrigated low-growing bushes. We are trying hard to comply with the "Drought Alert".

And finally, our account with the Las Vegas Valley Water District is:

RITZ COVE HOA # 9060542962.

Under this account we utilize several water meters.

Respectfully submitted,



Firmin J. Berta, President
Ritz Cove Home Owners Association
2556 Monarch Bay Dr.
Las Vegas NV. 89128-6883

Phone 254-2556

DIR-18171
01-03-07 CC

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SPECIAL USE PERMIT

SUP-17551 - PUBLIC HEARING - APPLICANT: FAMOUS UNCLE AL'S HOT DOGS - OWNER: VIRGIN TERRITORY, LLC - Request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER ON-SALE ESTABLISHMENT IN CONJUNCTION WITH A PROPOSED RESTAURANT at 6020 West Craig Road (APN 138-02-611-006), R-E (Residence Estates) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Ross). NOTE: THE CORRECT ADDRESS IS 6010 WEST CRAIG ROAD, SUITE #110. The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Backup referenced from the 12-07-06 Planning Commission Meeting Item 3

Motion made by STEVEN D. ROSS to Hold in Abeyance to 1/17/2007

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

A previous motion by ROSS for approval which carried unanimously was reconsidered by ROSS which carried unanimously.

MAYOR GOODMAN declared the Public Hearing open.

CITY COUNCIL MEETING OF: JANUARY 03, 2007

The applicant was not present.

COUNCILMAN ROSS recalled the item to reconsider his motion of approval and hold the item in abeyance to 1/17/2007 because the hours of operation were not established, and he would like to meet with the applicant.

MAYOR GOODMAN declared the Public Hearing closed.





CASE: **SUP-17551**

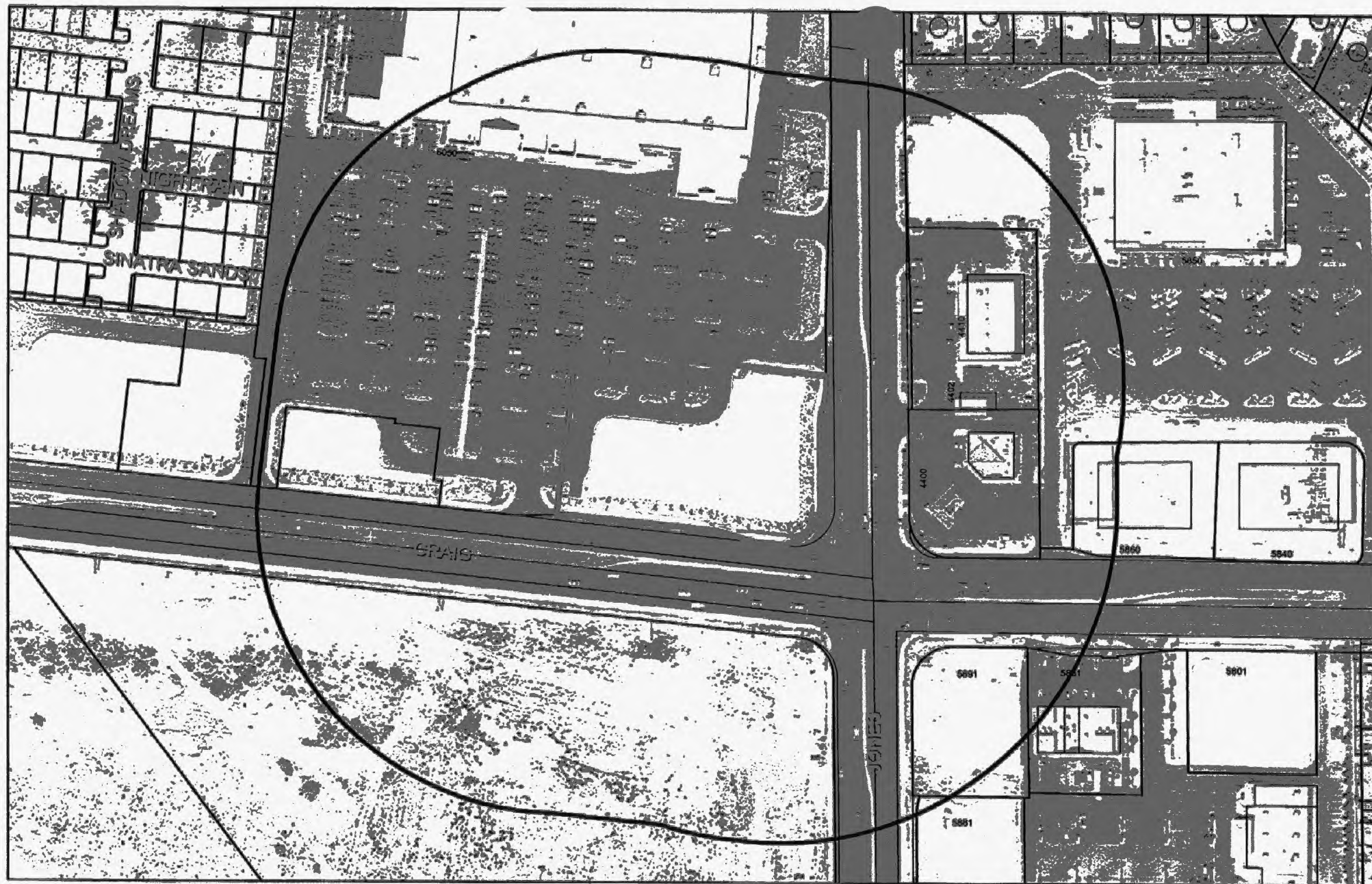
RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENTIAL ESTATE) UNDER RESOLUTION OF INTENT TO
C-1 (LIMITED COMMERCIAL)

010200 Feet





SUP-17551

Protected Landuses

- | | |
|--|---|
|  CITY PARKS |  RELIGIOUS |
|  SCHOOLS | |

Business Licenses

- | | |
|--|--|
|  Tavern |  Child Care/
Children Facility |
|  Supper Club/
Restaurant Service Bar | |

 Subject Property

 400 foot buffer



AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 3, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: SUP-17551 - APPLICANT: FAMOUS UNCLE AL'S HOT DOGS
- OWNER: VIRGIN TERRITORY, LLC**

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.
2. Approval of this Special Use Permit does not constitute approval of a liquor license.
3. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.
4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This application is a request for a Special Use Permit for a Beer/Wine/Cooler On-Sale Establishment in conjunction with a proposed restaurant in an approved shopping center on 1.8 acres at 6020 West Craig Road, in an R-E (Residence Estates) zone under Resolution of Intent to C-1 (Limited Commercial) zone.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
03/19/03	The City Council approved a General Plan Amendment (GPA-0035-02) to SC (Service Commercial) and a Rezoning (Z-0081-02) to C-1 (Limited Commercial) on this site. The Planning Commission recommended approval on 11/21/02. Staff recommended denial.
10/20/04	The City Council approved a Special Use Permit (SUP-4996) for a home improvement warehouse store and a Site Development Plan Review (SDR-4995) for a 204,193 square-foot commercial development and a waiver of the build-to-line standards on a portion of this site. The Planning Commission recommended approval on 09/23/04. Staff recommended approval.
01/13/05	The Planning Commission approved a Master Sign Plan (MSP-5696) and a Tentative Map for Lowe's Plaza at Craig & Jones (TMP-5698) for a one-lot commercial subdivision which includes the subject site. Staff recommended approval.
12/07/06	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #3/r1).
<i>Related Building Permits/Business Licenses</i>	
08/16/06	A building permit under plan check number L-3253-06 was issued to the owner for Tenant Improvements for Certificate of Completion at the subject site.
<i>Pre-Application Meeting</i>	
09/22/06	A pre-application meeting was held with the applicant at which time the requirements for a Special Use Permit for a Beer/Wine/Cooler On-Sale Establishment was discussed.
<i>Neighborhood Meeting</i>	
	A neighborhood meeting is not required for this application nor was one held.
<i>Details of Application Request</i>	
<i>Site Area</i>	
Gross Acres	1.80
Net Acres	1.79

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped (Approved Shopping Center Pad)	SC (Service Commercial)	R-E (Residence Estates) under Resolution of Intent to C-1 (Limited Commercial)
North	Retail	SC (Service Commercial)	R-E (Residence Estates) under Resolution of Intent to C-1 (Limited Commercial)
South	Undeveloped	SC (Service Commercial)	R-E (Residence Estates) under Resolution of Intent to C-1 (Limited Commercial)
East	Retail	SC (Service Commercial)	C-1 (Limited Commercial)
West	Undeveloped (Approved Shopping Center)	SC (Service Commercial)	R-E (Residence Estates) under Resolution of Intent to C-1 (Limited Commercial)

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan		X	N/A
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts			
A-O Airport Overlay District 140 Foot Buffer	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

<i>Standard</i>	<i>Required/Allowed</i>	<i>Provided</i>	<i>Compliance</i>
Min. Lot Size	NA	78,129 SF	Y
Min. Lot Width	100 Feet	211 Feet	Y
Min. Setbacks • Front • Side • Corner • Rear	20 Feet 10 Feet 15 Feet 25 Feet	20 Feet 20 Feet 20 Feet 60 Feet	Y Y Y Y
Max. Lot Coverage	50 %	24%	Y
Trash Enclosure	Enclosed and Roofed	Enclosed, Roofed	Y

Pursuant to Title 19.10, 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	177, 942 Square Feet	1space/250 Square Feet	698	14	762	19	Y
TOTAL			718		781		Y

ANALYSIS

- General

The subject site is located in the SC (Service Commercial) General Plan designation in the Centennial Hills Sector of the Las Vegas 2020 Master Plan. The proposed Beer/Wine/Cooler On-Sale use is compatible with the SC designation. The subject site is located on a 1.8 acre parcel within a commercial subdivision, legally identified as Lowe's Plaza at Craig and Jones. The proposed establishment will sell wine and beer in conjunction with an Uncle Al's Hot Dogs & Grill Restaurant. The subject suite is approximately 1,200 Square Feet with a public dining area that is 697.1 Square Feet and a kitchen prep and service area of 502.9 Square Feet. The restaurant seats 45 patrons, the minimum allowed as a condition of this Special Use Permit. The applicant meets all requirements of this Special Use, and approval of this request is recommended.

- Zoning

The subject property is zoned C-1 and located within the Lowe's Plaza shopping center. The C-1 zone is intended to provide for a variety of commercial, retail, restaurant and office uses including the proposed Beer/Wine/Cooler On-Sale Establishment, subject to the approval of a Special Use Permit.

- Use

Title 19.20 defines Beer/Wine/Cooler On-Sale Establishment as an establishment whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers for consumption only in connection with a meal on the premises where the same is sold, and is operated in connection with a restaurant in which 45 or more people may be served with meals at any one time at tables or stools.

- Conditions

BEER/WINE/COOLER ON-SALE ESTABLISHMENT [Special Use in Zones C-1, C-2, C-M, M]

Minimum Special Use Permit Requirements:

(1) Except as otherwise provided in this Chapter, no beer/wine/cooler on-sale establishment (hereinafter "establishment") shall be located within 400 Feet of any church, synagogue, school, child care facility licensed for more than 12 children, or City park.

(2) Except as otherwise provided in Requirement (3) below, the distances referred to in Requirement (1) shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed establishment which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed establishment. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line" refers to property lines of fee interest parcels and does not include the property line of:

(a) Any leasehold parcel; or

(b) Any parcel which lacks access to a public street or has no area for on-site parking and which has been created so as to avoid the distance limitation described in Requirement (1).

(3) In the case of an establishment proposed to be located on a parcel of at least eighty acres in size, the minimum distances referred to in Requirement (1) shall be measured in a straight line:

(a) From the nearest property line of the existing use to the nearest portion of the structure in which the establishment will be located, without regard to intervening obstacles; or

(b) In the case of a proposed establishment which will be located within a shopping center or other multiple-tenant structure, from the nearest property line of the existing use to the nearest property line of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening obstacles.

(4) When considering a Special Use Permit application for an establishment which also requires a waiver of the distance limitation in Paragraph (1), the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance requirement should be waived and the reasons in support of the decision.

(5) The minimum distance requirements in Paragraph (1) do not apply to:

(a) An establishment which has a non-restricted gaming license in connection with a hotel having two hundred or more guest rooms on or before July 1, 1992 or in connection with a resort hotel having in excess of two hundred guest rooms after July 1, 1992; or

(b) A proposed establishment having more than fifty thousand square feet of retail floor space.

(*6) All businesses which sell alcoholic beverages shall conform to the provisions of Chapter 6.50 of the Las Vegas Municipal Code.

The proposed use meets all of the distance separation requirements contained above. Further, as a Beer/Wine/Cooler On-Sale Establishment is defined as "An establishment whose license to sell alcoholic beverages is limited to the sale of beer, wine, and coolers for consumption only in connection with a restaurant in which 45 or more people may be served with meals at any one time at tables or stools," it is noted that the floor plan depicts seating for 45 patrons.

FINDINGS

The following findings must be made for a Special Use Permit:

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."
2. "The subject site is physically suitable for the type and intensity of land use proposed."
3. "Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."
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."
5. The use meets all of the applicable conditions per Title 19.04.

In regard to "1":

The proposed use will be located in a restaurant within the Lowe's Plaza shopping center, which is intended to be a commercial center and contain a variety of commercial uses. This includes the proposed Beer/Wine/Cooler On-Sale Establishment. There are no protected uses located within 400 Feet of Lowe's Plaza, and the proposed Beer/Wine/Cooler On-Sale Establishment; therefore, can be conducted in a manner that is harmonious and compatible with surrounding land uses.

In regard to "2":

With implementation of the proposed conditions, there is no evidence of any physical constraint to the location of the proposed Beer/Wine/Cooler On-Sale Establishment in conjunction with a 1,200 Square Foot Restaurant on the subject site.

In regard to "3":

The subject site is served by Craig Road and Jones Boulevard, both 100-Foot Primary Arterials on the Master Plan of Streets and Highways, and more than adequate to serve the proposed use.

In regard to "4":

This site will be subject to inspections and business licensing requirements and will not endanger the public health or general welfare.

In regard to "5":

The proposed use is in compliance with all conditions of Title 19.04. The site is not within 400 Feet of a church, synagogue, school, child care facility licensed for more than 12 children or a city park. The subject site is a proposed restaurant with seating for 45 patrons in a C-1 zone, which permits this use with a Special Use Permit.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

11

ASSEMBLY DISTRICT 9

SENATE DISTRICT 3

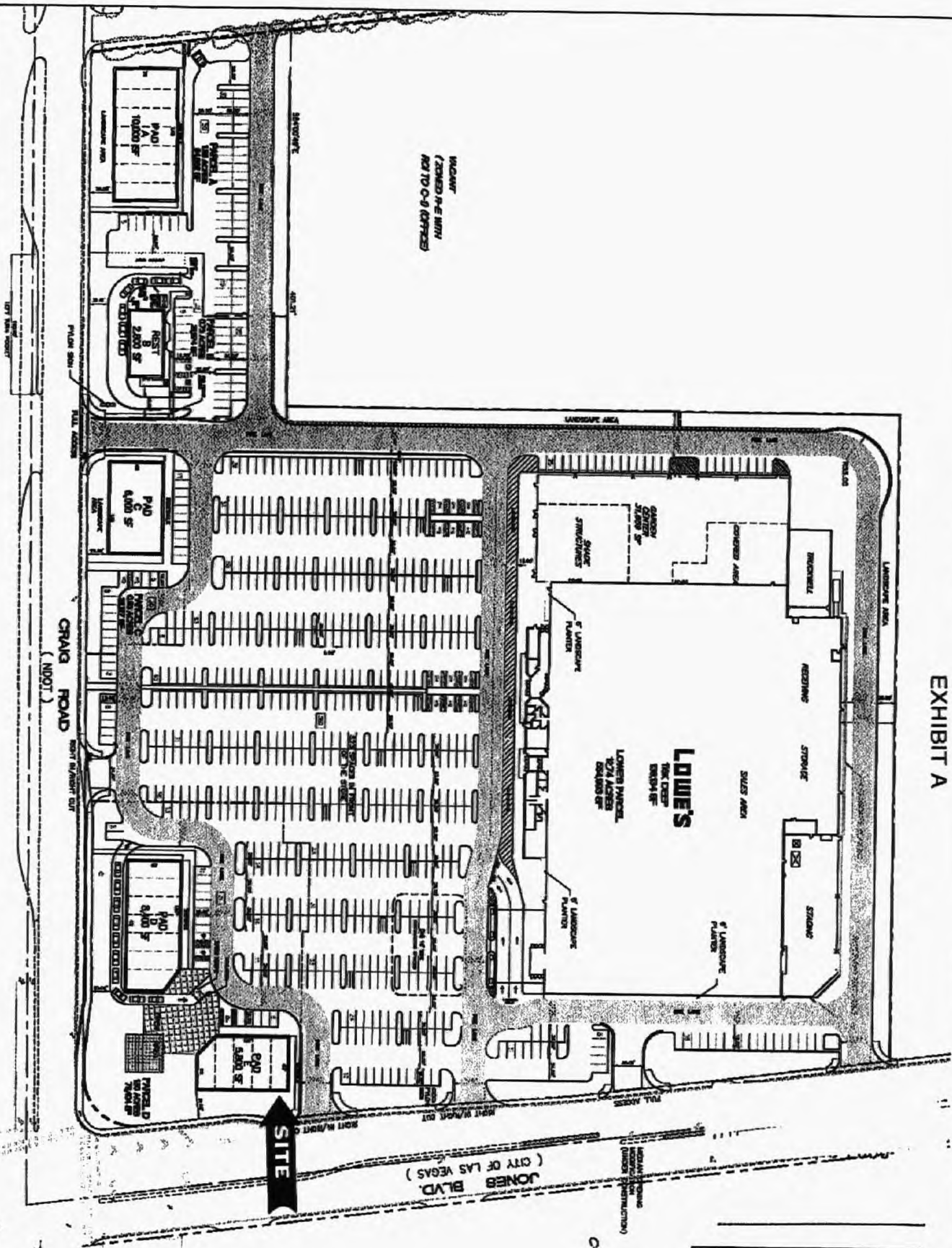
NOTICES MAILED 298 by City Clerk

APPROVALS 0

PROTESTS 0



EXHIBIT A



ASBESTOS		SITE DATA	
LOCATION:	1074 ACB		
PARCEL A:	108 ACB		
PARCEL B:	109 ACB		
PARCEL C:	110 ACB		
PARCEL D:	111 ACB		
TOTAL:	528 ACB		
WATER ANAL.			
LOCATION:	1074 ACB		
PARCEL A:	112 ACB		
PARCEL B:	113 ACB		
PARCEL C:	114 ACB		
PARCEL D:	115 ACB		
TOTAL:	448 ACB		
WATER ANAL.			
LOCATION:	1074 ACB		
PARCEL A:	116 ACB		
PARCEL B:	117 ACB		
PARCEL C:	118 ACB		
PARCEL D:	119 ACB		
TOTAL:	448 ACB		
WATER ANAL.			
LOCATION:	1074 ACB		
PARCEL A:	120 ACB		
PARCEL B:	121 ACB		
PARCEL C:	122 ACB		
PARCEL D:	123 ACB		
TOTAL:	448 ACB		
WATER ANAL.			
LOCATION:	1074 ACB		
PARCEL A:	124 ACB		
PARCEL B:	125 ACB		
PARCEL C:	126 ACB		
PARCEL D:	127 ACB		
TOTAL:	448 ACB		
WATER ANAL.			
LOCATION:	1074 ACB		
PARCEL A:	128 ACB		
PARCEL B:	129 ACB		
PARCEL C:	130 ACB		
PARCEL D:	131 ACB		
TOTAL:	448 ACB		
WATER ANAL.			
LOCATION:	1074 ACB		
PARCEL A:	132 ACB		
PARCEL B:	133 ACB		
PARCEL C:	134 ACB		
PARCEL D:	135 ACB		
TOTAL:	448 ACB		
WATER ANAL.			
LOCATION:	1074 ACB		
PARCEL A:	136 ACB		
PARCEL B:	137 ACB		
PARCEL C:	138 ACB		
PARCEL D:	139 ACB		
TOTAL:	448 ACB		
WATER ANAL.			
LOCATION:	1074 ACB		
PARCEL A:	140 ACB		
PARCEL B:	141 ACB		
PARCEL C:	142 ACB		
PARCEL D:	143 ACB		
TOTAL:	448 ACB		
WATER ANAL.			
LOCATION:	1074 ACB		
PARCEL A:	144 ACB		
PARCEL B:	145 ACB		
PARCEL C:	146 ACB		
PARCEL D:	147 ACB		
TOTAL:	448 ACB		
WATER ANAL.			
LOCATION:	1074 ACB		
PARCEL A:	148 ACB		
PARCEL B:	149 ACB		
PARCEL C:	150 ACB		
PARCEL D:	151 ACB		
TOTAL:	448 ACB		
WATER ANAL.			
LOCATION:	1074 ACB		
PARCEL A:			

OCT 13 2006



GRAPHIC SCALE



SUP-17551

MINING DR

Figure 1: Typical details of steel deck and floor systems. The figure consists of several cross-sectional diagrams of different floor and deck configurations. Each diagram is labeled with a number (1 through 10) and a corresponding description of the components and materials. The diagrams show various combinations of steel beams, concrete slabs, and steel decks, with dimensions and material specifications provided for each detail.

Q	ANSWER	Q	ANSWER	Q	ANSWER
1	1000	11	1000	21	1000
2	1000	12	1000	22	1000
3	1000	13	1000	23	1000
4	1000	14	1000	24	1000
5	1000	15	1000	25	1000
6	1000	16	1000	26	1000
7	1000	17	1000	27	1000
8	1000	18	1000	28	1000
9	1000	19	1000	29	1000
10	1000	20	1000	30	1000

The architectural drawings include a site plan showing the building's location on a lot with dimensions and surrounding features. A floor plan shows the building's footprint with room layouts and dimensions. A section view shows the building's profile and structural details.

Floor plan of the second floor of the Holiday Inn Motel. The plan shows a central hallway with rooms on both sides. Room numbers include 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100. The plan also shows a central area with a large circular feature and a smaller circular feature. The plan is labeled 'HOLIDAY INN MOTEL' and 'FLOOR PLAN'.

Architectural floor plan of the second floor of the building. The plan shows a large central hall (A20) with dimensions 10.00 x 10.00. To the left of the hall is a kitchen area (A21) with dimensions 10.00 x 10.00. To the right of the hall are several smaller rooms, including a bathroom (A22) with dimensions 10.00 x 10.00, a bedroom (A23) with dimensions 10.00 x 10.00, and a living room (A24) with dimensions 10.00 x 10.00. The plan also shows a staircase (A25) and a storage area (A26). The overall dimensions of the second floor are 10.00 x 10.00.

INTERIOR FINISH FLOOR PLAN	FLOOR PLAN	AS.0
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OCT 13 2006



SUP-17551 - APPLICANT: FAMOUS UNCLE AL'S HOT DOGS - OWNER: VIRGIN TERRITORY, LLC
6020 WEST CRAIG ROAD
DECEMBER 7, 2006 PLANNING COMMISSION

11/06/06

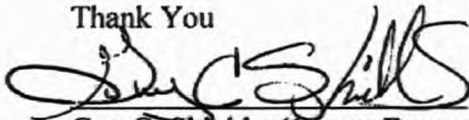
Famous Uncle Al's
Hot Dogs
&
Grill
6010 W. Craig Rd. Suite E-5
Las Vegas Nv. 89130

Justification Letter

Re: Restaurant Establishment Indoor Beer & Wine Sales

It is the request of Famous Uncle Al's Hot Dogs & Grill @ 6010 W. Craig Rd. Suite E-5 Las Vegas Nv. 89130 to incorporate Indoor Beer & Wine Sales. Famous Uncle Al's Hot Dogs & Grill Restaurants have been operating on the east coast for over twenty years. Present Eastern locations that support existing City policies and regulations have received Franchise & Governmental approval for indoor Beer & Wine Sales. Our franchise has experience and training for the correct handling of Beer & Wine sale. Our location has been carefully chosen for the fact that it meet all of the existing City Las Vegas's policies and regulations for such indoor sales. All owners & employees shall receive the correct Governmental training and certifications for the correct handling of Indoor Beer & Wine Sales.

Thank You



Guy C. Shields (Owner Famous Uncle Al's Hot Dogs & Grill / NV-003)

SUP-17551
12/07/06 PC

RECEIVED
OCT 13 2006

**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
Current Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax**

**SUBJECT: SUP-17551 - APPLICANT: FAMOUS UNCLE AL'S HOT DOGS - OWNER:
VIRGIN TERRITORY, LLC**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the **December 7, 2006** 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 Dorothy Marsili at 385-7268. 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.

A handwritten signature in black ink, appearing to read "Guy C. Shields".

Signature

12-05-06

Date

Guy C. Shields

Please print name

Famous Uncle Al's Hot Dogs & Grill

Company Name

Sincerely,

John Korkosz
Planning Supervisor
Current Planning Division

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SITE DEVELOPMENT PLAN REVIEW

SDR-16954 - PUBLIC HEARING - APPLICANT: THE CHONG CO. - OWNER: CFT-TCC NELLIS, LLC - Request for a Site Development Plan Review FOR A 8,345 SQUARE FOOT SHOPPING CENTER on 1.24 acres on the west side of Nellis Boulevard, approximately 1,060 feet south of Bonanza Road (APN 140-32-517-003), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend APROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Backup referenced from the 12-07-06 Planning Commission Meeting Item 2

Motion made by GARY REESE to Approve subject to conditions

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

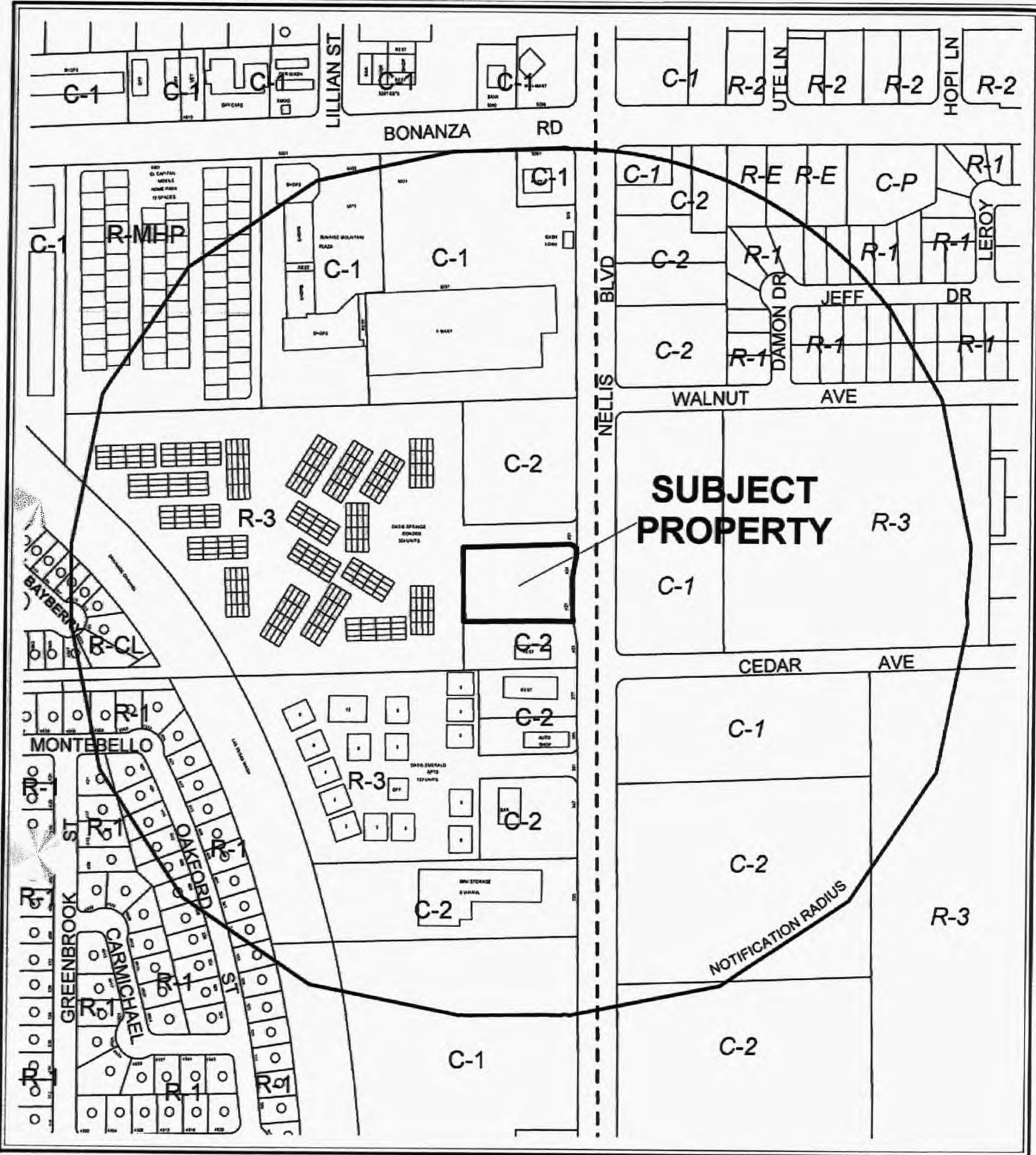
LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

MAYOR GOODMAN declared the Public Hearing open.

ROBERT LIU, Architect, agreed with all conditions. He showed a drawing depicting a single-story retail shopping center. They intend to create a project where every tenant has access to the street. There will be additional landscaping in the front to enhance the streetscapes.

MAYOR GOODMAN declared the Public Hearing closed.



CASE: **SDR-16954**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 200 400 Feet





CASE: **SDR-16954**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 200 400 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 3, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: SDR-16954 - APPLICANT: THE CHONG CO. - OWNER: CFT-TCC NELLIS, LLC

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. 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.
2. All development shall be in conformance with the site plan, 10/25/06, landscape plan, and building elevations, date stamped 10/19/06, except as amended by conditions herein.
3. 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. The technical landscape plan shall include the following changes from the conceptual landscape plan: The provision of ten 24 inch box trees, with a typical spacing of 20 feet on center, within the planter along the west property line; and the provision of 23 24-inch box trees, with a typical spacing of 30 feet on center, within the planters along the north, south and east property lines.
4. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.
5. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).
6. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

7. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.
8. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaires. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.
9. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
10. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department 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.
11. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

12. Coordinate with the City of Las Vegas Engineering Division [Dave Bowers @ 229-6272] regarding what impact, if any, the Las Vegas Wash/Sandhill Sewer Rehabilitation and Nellis Boulevard Sewer projects will have on development of this site. Development of this site shall comply with the recommendations of the City Engineer.
13. Remove all substandard public street improvements, if any, adjacent to this site and replace with new improvements meeting current City Standards concurrent with on-site development activities.
14. Provide a copy of a recorded joint access agreement between this site and the adjacent parcel to the south and to the existing private street to the north prior to the issuance of any building permits.
15. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.
16. This site will be subject to the traffic signal impact fee as required by Ordinance No. 5644 at the time permits are issued.

17. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainage ways as recommended.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review for a 8,345 square-foot shopping center on 1.24 acres on the west side of Nellis Boulevard, approximately 1,060 feet south of Bonanza Road.

The proposed development is compatible with the multi-family residential development to the west and the commercial development to the north, south and east.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
06/05/76	The City Council approved a rezoning of this site to C-2 (General Commercial).
12/07/06	The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #2/ar).
<i>Pre-Application Meeting</i>	
09/05/06	Staff explained the requirements for a Site Development Plan Review.
<i>Neighborhood Meeting</i>	
	A neighborhood meeting is not required for this application, and one was not held.

<i>Details of Application Request</i>	
<i>Site Area</i>	
Net Acres	1.24

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	General Commercial	C-2
North	Undeveloped	General Commercial	C-2
South	Restaurant	General Commercial	C-2
East	Offices	Clark County	Clark County
West	Apartments	Medium Density Residential	R-3

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan		X	
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts		X	
Trails		X	
Rural Preservation Overlay District		X	
Development Impact Notification Assessment		X	
Project of Regional Significance		X	

DEVELOPMENT STANDARDS

<i>Standard</i>	<i>Required/Allowed</i>	<i>Provided</i>	<i>Compliance</i>
Min. Lot Size	N/A	1.24 Acres	Y
Min. Lot Width	100 Feet	188 Feet	Y
Min. Setbacks • Front • Side • Rear	20 Feet 10 Feet 20 Feet	90 Feet 21 Feet 119 Feet	Y Y Y
Max. Lot Coverage	50 %	15 %	Y
Max. Building Height	N/A	1-story 33 feet	Y

<i>Residential Adjacency Standards</i>	<i>Required/Allowed</i>	<i>Provided</i>	<i>Compliance</i>
3:1 proximity slope	99 Feet	119 Feet	Y
Trash Enclosure	50 Feet from residential	119 Feet from residential	Y

<i>Landscaping and Open Space Standards</i>				
<i>Standards</i>	<i>Required</i>		<i>Provided</i>	<i>Compliance</i>
	<i>Ratio</i>	<i>Trees</i>		
Parking Area	1 Tree/ 6 Spaces	11 Trees	16	Y
Buffer:				
West prop line: Min. Trees	1 Tree/ 20 Linear Feet	10 Trees (24 inch box)	6 Trees (15 Gallon)	N
North, South and East prop lines: Min. Trees	1 Tree/ 30 Linear Feet	23 Trees (24 inch box)	12 Trees (15 Gallon)	N
Min. Zone Width	15 Feet along Nellis Boulevard; 8 Feet along north, south and west property lines		15 Feet along Nellis Boulevard; 8 Feet along north and south property lines; 10 feet along west property line	Y

Pursuant to Title 19.10, 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	
Retail	3,845 Square Feet	1 sp/175 Square Feet	22 Spaces				
Restaurant w/ drive thru	4,500 Square Feet	1 sp/100 Square Feet	45 Spaces				
TOTAL			67 Spaces	3 Spaces	67 Spaces	3 Spaces	Y
Loading Spaces	8,345 Square Feet	0-10,000 Square feet requires one space	1 Space		1 Space		Y

ANALYSIS

The applicant proposes to develop an 8,345 square-foot commercial building on this undeveloped site. Access to Nellis Boulevard is provided by shared driveways along the north and south property lines. The building elevation depicts a plaster exterior with decorative stone accents at the pedestrian level. Landscape planters of widths that comply with city standards are shown along all property lines. Because some of the sizes and types of landscaping shown within the planters do not comply with city standards, staff has included a condition of approval which requires the provision of compliant landscaping.

FINDINGS

The following findings must be made for an SDR:

1. The proposed development is compatible with adjacent development and development in the area;
2. The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;
3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;
4. Building and landscape materials are appropriate for the area and for the City;
5. Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;
6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

In regard to "1": The proposed development is compatible with the multi-family residential development to the west and the commercial development to the north, south and east.

In regard to "2": The proposed development is consistent with the General Plan. It will be consistent with Title 19 with the inclusion of condition three, which addresses the landscaping within the perimeter planters.

In regard to "3": Nellis Boulevard is designated by the Master Plan of Streets and Highways as a 100-foot wide Primary Arterial and will not be adversely impacted by this request.

In regard to "4": The building materials are appropriate for this type of development. The landscape materials will be consistent with the inclusion of condition three, which addresses the landscaping within the perimeter planters.

In regard to "5": The applicant has proposed to develop a project that uses a pleasing blend of materials, including plaster and stone accents, and has designed the development to incorporate architectural features that will create visual interest.

In regard to "6": The site will be subject to inspections and will not compromise public health and safety.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 2

ASSEMBLY DISTRICT 14

SENATE DISTRICT 2

NOTICES MAILED 75 by Planning Dept

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-16954** APN: 140-32-517-003

Name of Property Owner: CFT-TCC Nellis, LLC

Name of Applicant: The Chong Company

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

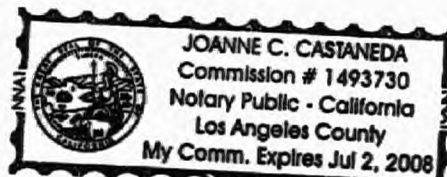
APN: _____

Signature of Property Owner: _____

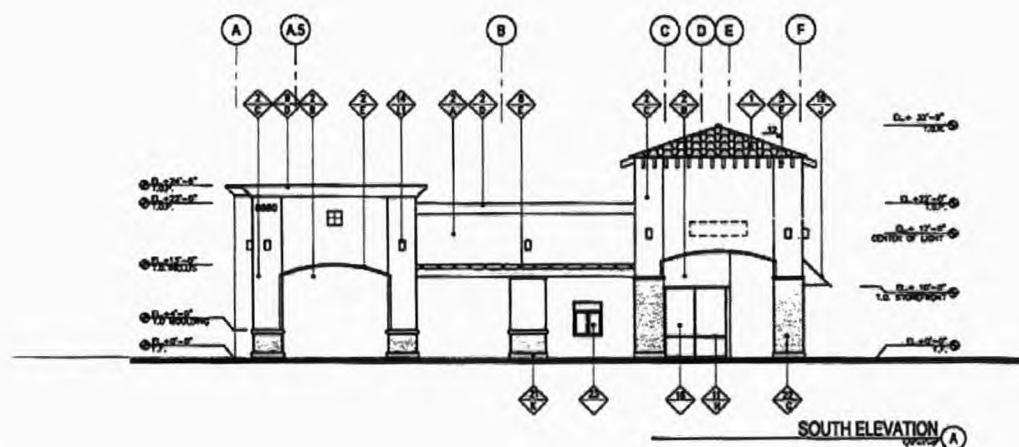
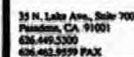
Print Name: _____

Subscribed and sworn before me

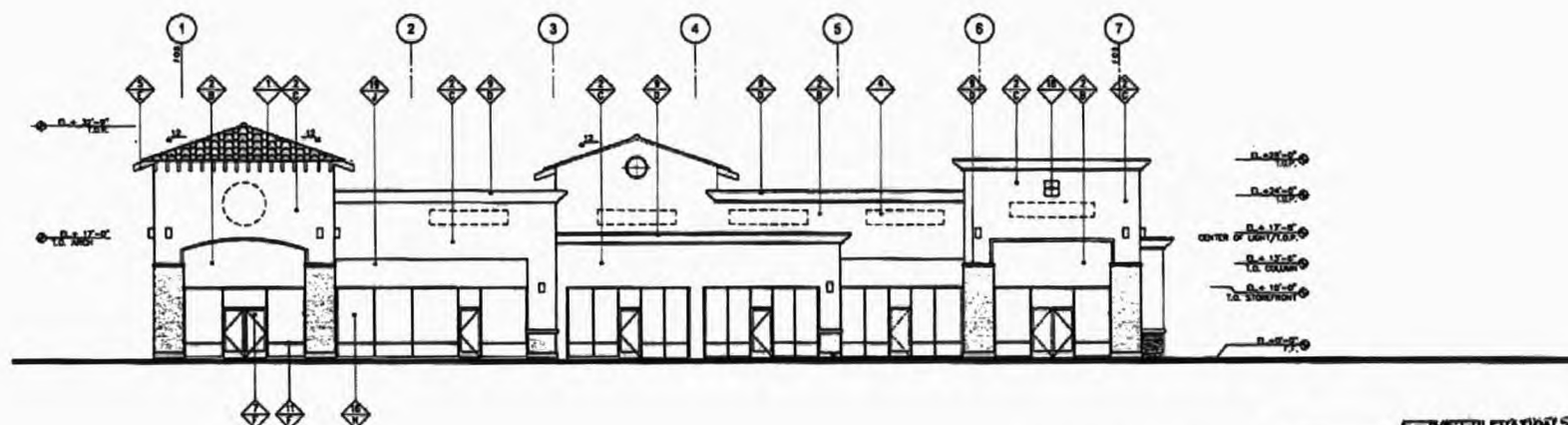
This 1th day of September, 20 06
Joanne C. Castaneda
Notary Public in and for said County and State



A-0.1

[illegible]

EXTERIOR LIGHTING SCHEDULE		
	DESCRIPTION	# OF
12	UPPER WALL SOCKET PLASTER, TWO LIGHT W/COVER F/4" 1/4" ARMED CONNECTION, INSIDE 1-20 W/ST A F/4-38 LAMP PROTRUSION 30-100-30	SEE PLAN 270
13	EXIT SIGN CASE 6" X 6"	



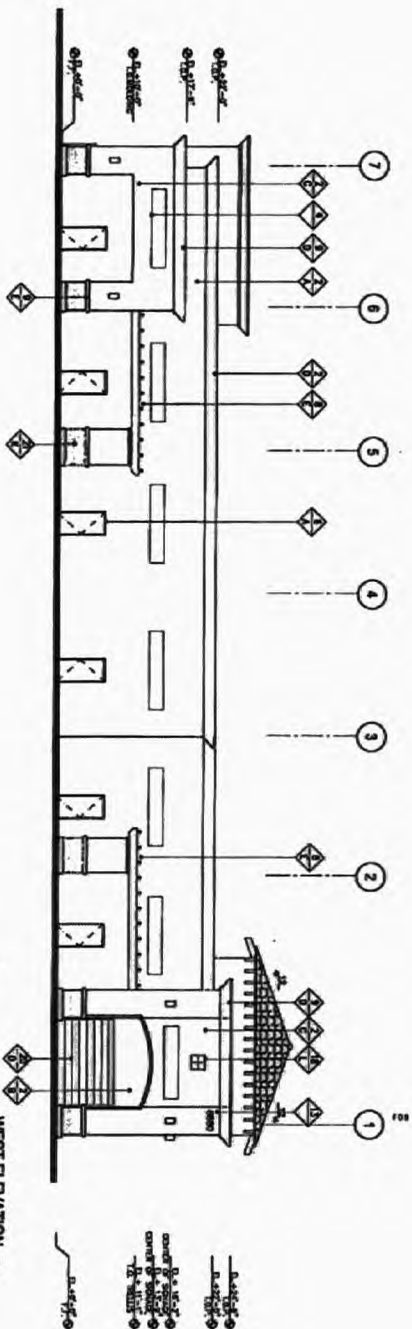
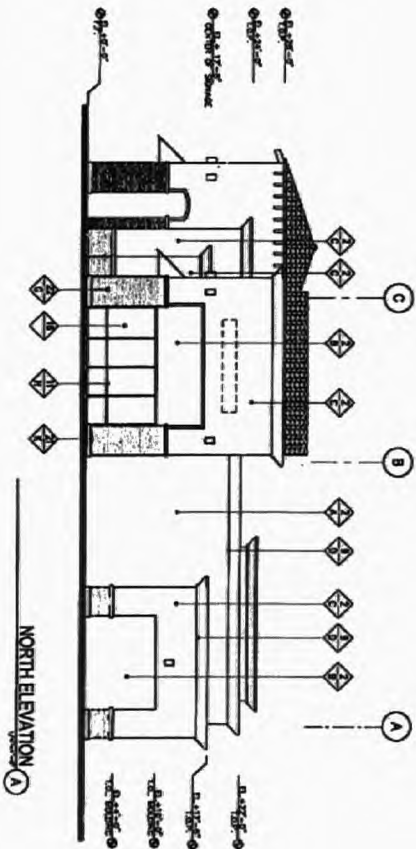
Nellis-Bonanza Retail
SW Corner of Nellis & Bonanza
Las Vegas, NV
ELEVATIONS



A-4.1

SDR-16954
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COLOURS	MATERIALS
1. WHITE	1. WHITE
2. LIGHT BLUE	2. LIGHT BLUE
3. LIGHT GREEN	3. LIGHT GREEN
4. LIGHT YELLOW	4. LIGHT YELLOW
5. LIGHT PINK	5. LIGHT PINK
6. LIGHT PURPLE	6. LIGHT PURPLE
7. LIGHT BROWN	7. LIGHT BROWN
8. LIGHT GREY	8. LIGHT GREY
9. LIGHT TAN	9. LIGHT TAN
10. LIGHT SILVER	10. LIGHT SILVER
11. LIGHT GOLD	11. LIGHT GOLD
12. LIGHT PLATINUM	12. LIGHT PLATINUM
13. LIGHT IRIDIUM	13. LIGHT IRIDIUM
14. LIGHT RHODIUM	14. LIGHT RHODIUM
15. LIGHT PALLADIUM	15. LIGHT PALLADIUM
16. LIGHT AG	16. LIGHT AG
17. LIGHT STAINLESS STEEL	17. LIGHT STAINLESS STEEL
18. LIGHT ALUMINUM	18. LIGHT ALUMINUM
19. LIGHT COPPER	19. LIGHT COPPER
20. LIGHT BRASS	20. LIGHT BRASS
21. LIGHT NICKEL	21. LIGHT NICKEL
22. LIGHT ZINC	22. LIGHT ZINC
23. LIGHT LEAD	23. LIGHT LEAD
24. LIGHT TIN	24. LIGHT TIN
25. LIGHT SOLDER	25. LIGHT SOLDER
26. LIGHT BISMUTH	26. LIGHT BISMUTH
27. LIGHT ANTIMONY	27. LIGHT ANTIMONY
28. LIGHT ARSENIC	28. LIGHT ARSENIC
29. LIGHT PHOSPHORUS	29. LIGHT PHOSPHORUS
30. LIGHT SULFUR	30. LIGHT SULFUR
31. LIGHT SELENIUM	31. LIGHT SELENIUM
32. LIGHT TELLURIUM	32. LIGHT TELLURIUM
33. LIGHT POLONIUM	33. LIGHT POLONIUM
34. LIGHT RADIUM	34. LIGHT RADIUM
35. LIGHT ACTINIDE	35. LIGHT ACTINIDE
36. LIGHT LANTHANIDE	36. LIGHT LANTHANIDE
37. LIGHT SCANDIUM	37. LIGHT SCANDIUM
38. LIGHT YTBARIUM	38. LIGHT YTBARIUM
39. LIGHT LUTETIUM	39. LIGHT LUTETIUM
40. LIGHT TERBIUM	40. LIGHT TERBIUM
41. LIGHT DYSPROSIUM	41. LIGHT DYSPROSIUM
42. LIGHT HOLOMIUM	42. LIGHT HOLOMIUM
43. LIGHT ERBIUM	43. LIGHT ERBIUM
44. LIGHT THULIUM	44. LIGHT THULIUM
45. LIGHT GADOLINIUM	45. LIGHT GADOLINIUM
46. LIGHT EUROPIUM	46. LIGHT EUROPIUM
47. LIGHT SMITHIUM	47. LIGHT SMITHIUM
48. LIGHT YTERBIUM	48. LIGHT YTERBIUM
49. LIGHT LUTETIUM	49. LIGHT LUTETIUM
50. LIGHT TERBIUM	50. LIGHT TERBIUM

EXTERIOR COLOR & FINISH SCHEDULES	
MATERIAL	
1	4-6 mils. extra 1/2" x 1/2" per square foot
2	Orange enamel finish - 100% extra paint
3	White enamel finish - 100% extra paint
4	White enamel finish - 100% extra paint
5	White enamel finish - 100% extra paint
6	White enamel finish - 100% extra paint
7	White enamel finish - 100% extra paint
8	White enamel finish - 100% extra paint
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47	White enamel finish - 100% extra paint
48	White enamel finish - 100% extra paint
49	White enamel finish - 100% extra paint
50	White enamel finish - 100% extra paint

EXTERIOR LIGHTING SCHEDULE	
DESCRIPTION	QTY
1. 1" x 1" x 1" ALUMINUM LIGHTING FIXTURE, 1" x	

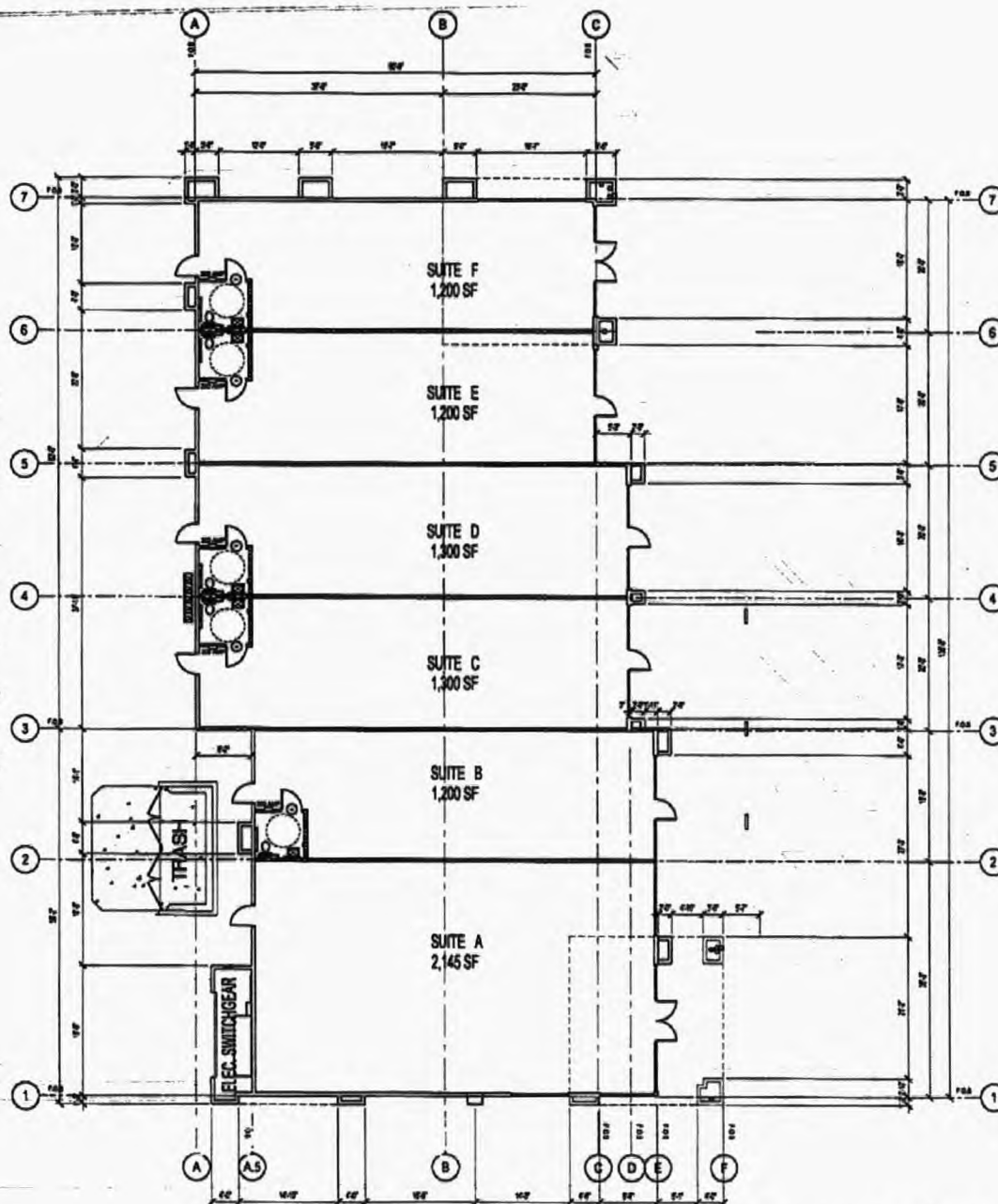
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Nellis-Bonanza Retail
SW Corner of Nellis & Bonanza
Las Vegas, NV
ELEVATIONS





SDR-16954
12/07/06 PC

FLOOR PLAN LEGEND

- WALL** - SEE ELECTRICAL PLAN FOR WFL
- DOOR** - SEE ELECTRICAL PLAN FOR WFL
- SALES FLOOR** - SEE ELECTRICAL PLAN FOR WFL
- ROOM IDENTIFICATION**
- WALL SECTION IDENTIFICATION**
- SECTION IDENTIFICATION**
- ELEVATION IDENTIFICATION**
- DETAIL IDENTIFICATION**

WALL LEGEND

- 1/2" SOLID WALL** - SEE ELECTRICAL PLAN FOR WFL
- 1/2" SOLID WALL WITH 1/2" INSULATION** - SEE ELECTRICAL PLAN FOR WFL
- 1/2" SOLID WALL WITH 1/2" INSULATION AND 1/2" AIR GAP** - SEE ELECTRICAL PLAN FOR WFL
- 1/2" SOLID WALL WITH 1/2" INSULATION AND 1/2" AIR GAP** - SEE ELECTRICAL PLAN FOR WFL
- 1/2" SOLID WALL WITH 1/2" INSULATION AND 1/2" AIR GAP** - SEE ELECTRICAL PLAN FOR WFL



35 N. Lake Ave., Suite 700
Palo Alto, CA 94301
415.441.2000
415.441.2001 FAX

Nellis-Bonanza Retail
SW Corner of Nellis & Bonanza
Las Vegas, NV
FLOOR PLAN



RECEIVED
SEP 19 2006

A-1.1

SDR 16954				
The Chong Co.				
WS Nellis, S of Bonanza				
Proposed 8.345 thousand square foot retail development.				
Traffic produced by proposed development:				
	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	FAST-FOOD W/ DRIVE THRU [1000 SF]	2.145	496.12	1,064
AM Peak Hour			53.11	114
PM Peak Hour			34.64	74
(heaviest 60 minutes)				
	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SHOPPING CENTER [1000 SF]	6.2	42.94	266
AM Peak Hour			1.03	6
PM Peak Hour			3.75	23
(heaviest 60 minutes)				
Total	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SHOPPING CENTER [1000 SF]	8.345		1,330
AM Peak Hour				120
PM Peak Hour				98
(heaviest 60 minutes)				
Existing traffic on all nearby streets:				
Nellis Boulevard				
Average Daily Traffic (ADT)	51,308			
PM Peak Hour	4105			
(heaviest 60 minutes)				
Bonanza Road				
Average Daily Traffic (ADT)	23,468			
PM Peak Hour	1877			
(heaviest 60 minutes)				
Stewart Avenue				
Average Daily Traffic	19,213			

(ADT)				
PM Peak Hour	1537			
<i>(heaviest 60 minutes)</i>				
Traffic Capacity of adjacent streets:				
	Adjacent street ADT			
	Capacity			
Nellis Boulevard	51700			
Bonanza Road	30970			
Stewart Avenue	32600			
This project will add approximately 1,330 trips per day on Nellis, Bonanza and Stewart. This will increase expected volumes by about 3 percent on Nellis, 6 percent on Bonanza and 7 percent on Stewart. Nellis is at about 99 percent of capacity, Bonanza is at about 76 percent of capacity and Stewart is at about 59 percent of capacity.				
Based on Peak Hour use, this development will add roughly 98 additional cars into the area; which works out to about three every two minutes.				
Note that this report assumes all traffic from this development uses all named streets.				



SDR-16954 - APPLICANT: THE CHONG CO. - OWNER: CFT-TCC NELLIS, LLC
WEST SIDE OF NELLIS BOULEVARD, APPROXIMATELY 1,060 FEET SOUTH OF BONANZA ROAD
DECEMBER 7, 2006 PLANNING COMMISSION

09/27/06



SDR-16954 - APPLICANT: THE CHONG CO. - OWNER: CFT-TCC NELLIS, LLC
WEST SIDE OF NELLIS BOULEVARD, APPROXIMATELY 1,060 FEET SOUTH OF BONANZA ROAD
DECEMBER 7, 2006 PLANNING COMMISSION

09/27/06



Justification Letter

September 15, 2006

City of Las Vegas
Current Planning
731 S. Fourth St.
Las Vegas, NV 89155

Attention: **Doug Rankin**
Planning Supervisor

RE: Justification letter for Site Design Review
Nellis / Bonanza Retail APN #140-32-517-003

We would like to submit a request for a Site Design Review to allow an in-line commercial / retail development. This project is located on approximately 1.24 +/- gross acres, generally located on Nellis Boulevard and Bonanza Road. The site is currently zoned C-2, with the main access off of Nellis Boulevard. To the north and south is C-2, to the west is R-3 and across Nellis Boulevard is all Clark County zoned C-1.

The project is a typical strip center development with Panda Express being one of the tenants. We like the site for retail and restaurant because the whole strip has strong synergy for retail, great traffic, high density, and great demographic. We believe the tenant mix will be quick service restaurant, phone & electronic service, hair service, and/or financial service. The center will provide some new concept for the retail strip and add value to the customers for their convenience and choice.

Proposed new retail building colors and design are in conformity with the surrounding building vernacular. The architectural style will complement without overpowering the surrounding retail center complex. We implemented such design features such as outdoor plaza with seating, enhanced paving design, and long queuing line for the drive-thru so that the cars will not spill into main parking traffic or public street. The refuse area is enclosed by 6 feet of CMU wall with exterior plaster to match the building. With these designs, we will maintain in such manner that there will be no negative impact on the surrounding community.

Thank you in advance, please call me if you should have any questions or require additional information.

Sincerely,

Robert Liu

Robert C. Liu, AIA

Cc: Gerold Chong
David Luo - CFT Development

SDR-16954
12/07/06 PC

**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

Planning and Development Department
Current Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: SDR-16954 - APPLICANT: THE CHONG CO. - OWNER: CFT-TCC NELLIS, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the **December 7, 2006** 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 Dorothy Marsili at 385-7268. 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.

Herald Chong
Signature

12/6/06
Date

GERALD CHONG
Please print name

THE CHONG COMPANY, LLC
Company Name

Sincerely,

John Korkosz
Planning Supervisor
Current Planning Division

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SITE DEVELOPMENT PLAN REVIEW

SDR-17717 - PUBLIC HEARING - APPLICANT/OWNER: STEWART/NELLIS PARTNERS, LLC - Request for a Site Development Plan Review FOR AN 84,245 SQUARE FOOT SHOPPING CENTER on 7.81 acres on property adjacent to the northwest corner of Nellis Boulevard and Stewart Avenue, (APN 140-32-601-005), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Backup referenced from the 12-07-06 Planning Commission Meeting Item 4

Motion made by GARY REESE to Hold in Abeyance 1/17/2007

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 0

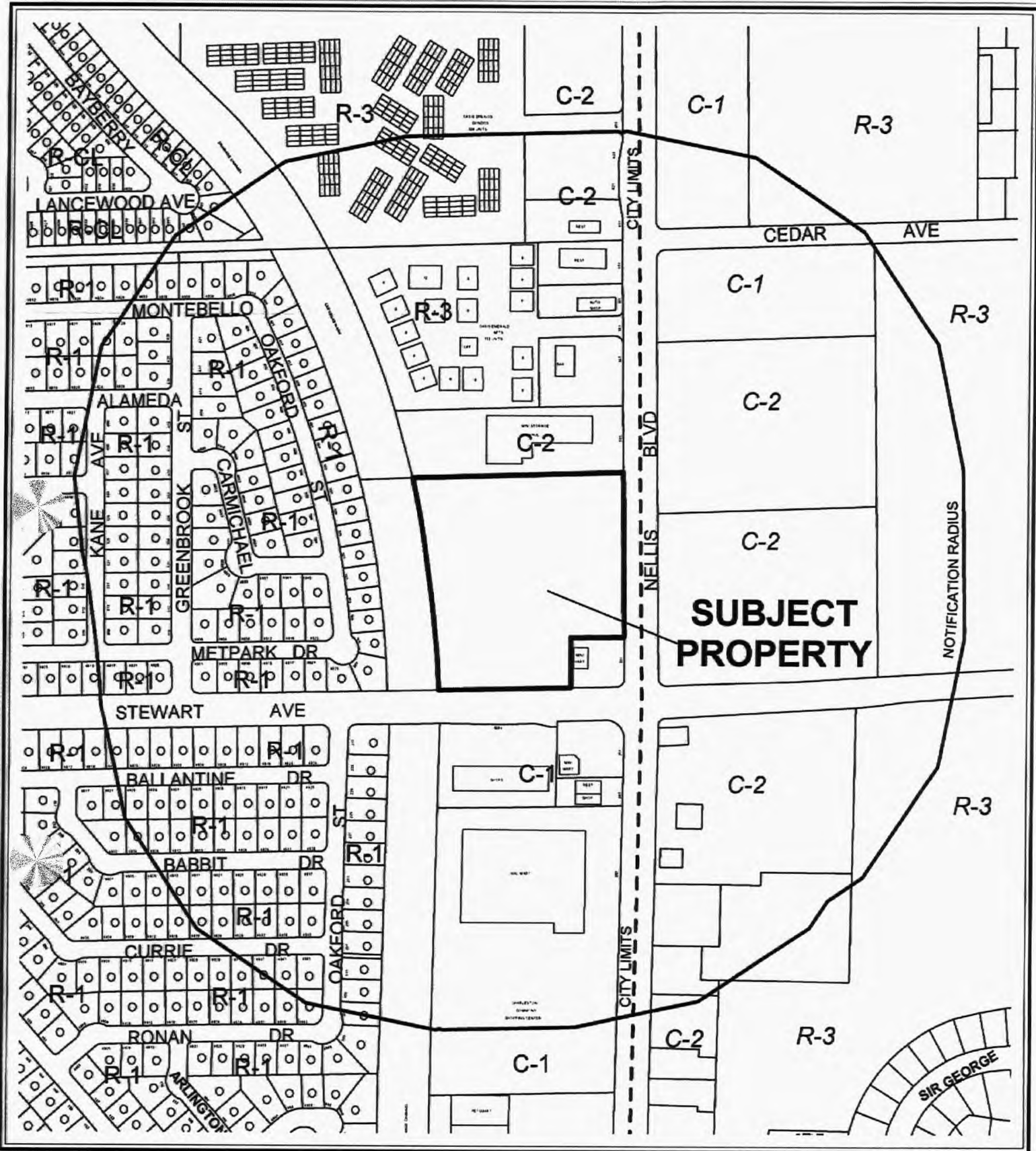
LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-STEVEN D. ROSS); (Excused-None)

Minutes:

MAYOR GOODMAN declared the Public Hearing open.

COUNCILMAN REESE stated he has not seen the application and since the applicant was not present, moved to hold the item in abeyance to the 1/17/2007 City Council meeting.

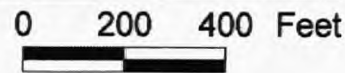
MAYOR GOODMAN declared the Public Hearing closed.

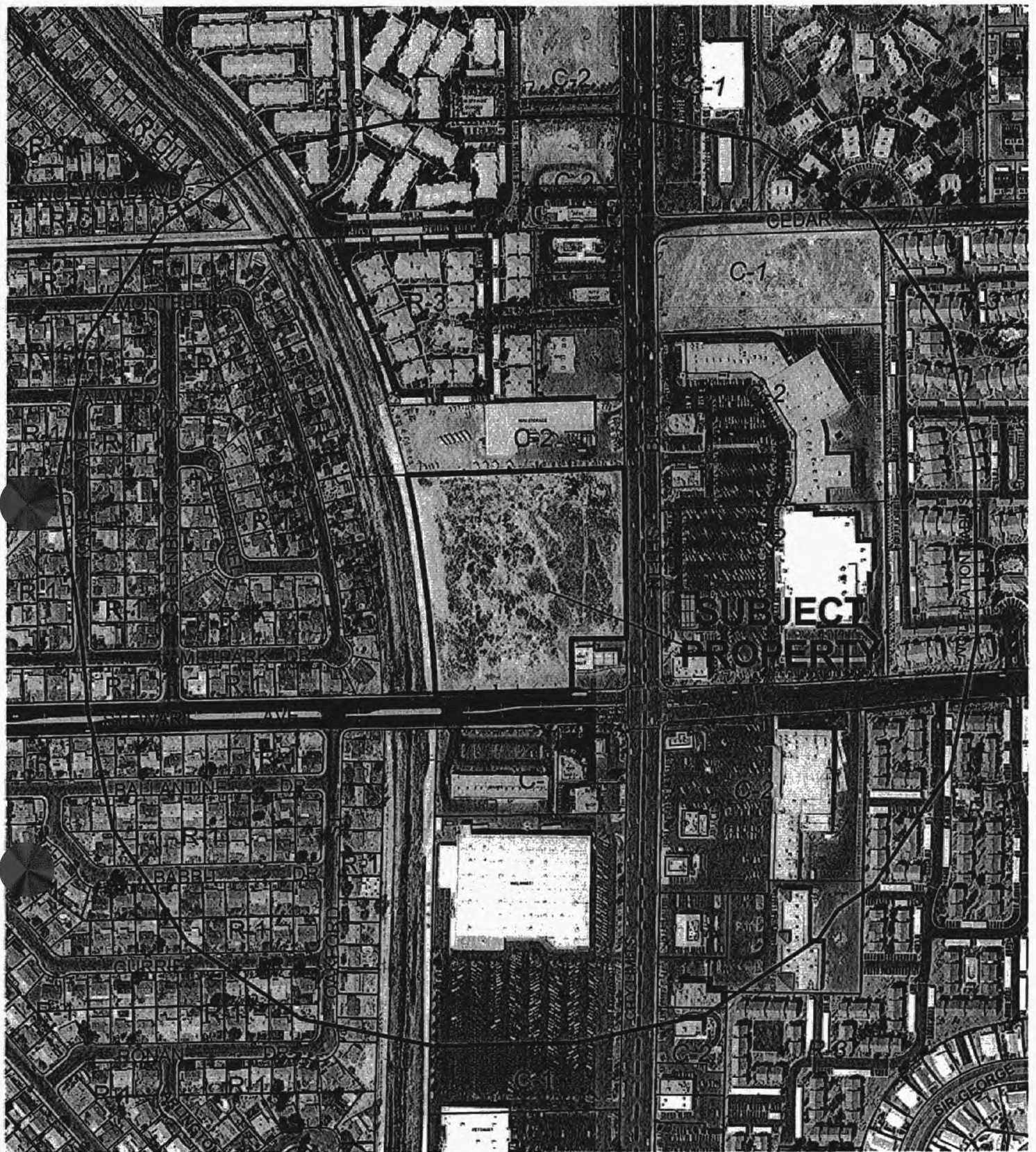


CASE: SDR-17717

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)





CASE: **SDR-17717**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 200 400 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 3, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: SDR-17717 - APPLICANT/OWNER: STEWART/NELLIS PARTNERS, LLC

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Conformance to the conditions for Rezoning (Z-0015-98), if approved.
2. 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.
3. All development shall be in conformance with the site plan date stamped 10/30/06, and the landscape plan and building elevations date stamped 10/24/06, except as amended by conditions herein.
4. 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.
5. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.
6. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).
7. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.
8. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

9. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaires. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.
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 Planning and Development Department 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.
13. Applicant shall provide revised site plans to reflect 2 additional loading spaces prior to issuance of building permits.

Public Works

14. Coordinate with the City of Las Vegas Engineering Division [Dave Bowers @ 229-6272] regarding what impact, if any, the Las Vegas Wash/Sandhill Sewer Rehabilitation and Nellis Boulevard Sewer projects will have on development of this site. Development of this site shall comply with the recommendations of the City Engineer.
15. Dedicate additional right-of-way necessary to complete the taper required for a bus turn out along Stewart Avenue on the southern edge of this site prior to the issuance of any permits. Also, dedicate the appropriate right-of-way adjacent to this site needed for the Las Vegas Wash Trail and grant a 15-foot wide Authorization to Enter Property (AEP) for the construction of the trail prior to the issuance of any permits.
16. Construct all incomplete half-street improvements on Stewart Avenue (sidewalk) adjacent to this site concurrent with development of this site.
17. Remove all substandard public street improvements adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.
18. Driveways shall be designed, located and constructed to meet the intent of Standard Drawing #222a.

19. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.
20. All pad sites within this overall site shall have perpetual common access to all driveways connecting this overall site to the abutting public streets.
21. 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.
22. 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.
23. An update to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any grading or building permits, submittal of any construction drawings or the submittal of a Final Map for this site, whichever may occur first. Provide and improve all drainageways as recommended in the approved drainage plan/study.
24. Site development to comply with all applicable conditions of approval for Z-15-98 and all other applicable site related actions.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review for an 84, 245 square-foot Commercial Retail Center located on the northwest corner of Stewart Avenue and Nellis Boulevard. The site consists of three major tenants and shops with two smaller pads opposite the main shopping center.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
Month/date/year	Action
11/06/97	The Planning Commission voted to hold a request for Rezoning (Z-0096-97) from R-E (Residence Estates) to C-1 (Limited Commercial) in abeyance indefinitely.
05/11/98	The City Council approved a Rezoning and Site Development Plan Review (Z-0015-98) from R-E (Residence Estates) to C-1 (Limited Commercial) for a proposed 77,946 square-foot retail center and a 12,275 square-foot minor automotive repair facility.
03/21/01	The City Council approved a Site Development Plan Review [Z-0015-98(1)] for a proposed 55,250 square-foot grocery store (Food 4 Less), a 14,490 square-foot drug store (Walgreen's) and a 6,000 square-foot restaurant on the northwest corner of Stewart Avenue and Nellis Boulevard.
03/21/01	The City Council approved the request for a Special Use Permit (U-0002-01) for the sale of package liquor for off-premise consumption in conjunction with a proposed 55,250 square-foot grocery store (Food 4 Less).
12/07/06	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #4/mh).
7/22/04	Code Enf #18663: High weeds and vagrants. Case closed 10/12/04
3/30/05	Code Enf #28015: High weeds and vagrants. Case closed 5/13/05
6/06/05	Code Enf #30827: High weeds and vagrants. Case closed 6/8/04
7/26/05	Code Enf #32951: High weeds and vagrants. Case closed 10/12/04
5/02/06	Code Enf #40785: High weeds and vagrants. Case closed 10/12/04
1/23/04	Code Enf #9076: High weeds and vagrants. Case closed 10/12/04
<i>Related Building Permits/Business Licenses</i>	
NA	NA
<i>Pre-Application Meeting</i>	
10/13/06	A pre-application conference was held and the requirements for submittal were discussed. Off-site improvements and provision for a bus turn-out on Stewart Avenue were also discussed.
<i>Neighborhood Meeting</i>	
NA	A neighborhood meeting was not required nor was there one held.

Details of Application Request	
Site Area	
Gross Acres	7.81 Acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Commercial	SC (Service Commercial)	C-1 (Limited Commercial)
North	Commercial	GC (General Commercial)	C-2 (General Commercial)
South	Commercial	SC (Service Commercial)	C-1 (Limited Commercial)
East	Commercial	Clark County	Clark County
West	Residential	L (Low Density Residential)	R-1 (Single Family Residential)

Special Districts/Zones	Yes	No	Compliance
Special Area Plan		X	NA
Special Districts/Zones	Yes	No	Compliance
Special Purpose and Overlay Districts		X	NA
Trails	X		Y
Development Impact Notification Assessment	X		Y
Project of Regional Significance	X		Y

Trails:

The subject property abuts the Las Vegas Wash along the western property line. A Multi-Use Transportation Trail is proposed along this section of the Wash.

INTERAGENCY ISSUES

Pursuant to 1999 Statutes of Nevada, Chapter 481 the proposed project is deemed to be a "project of significant impact" for the following reasons:

- 1) A commercial or industrial facility generating more than 3,000 average daily vehicle trips.

An Environmental Impact Assessment questionnaire was circulated to the affected Agencies and Entities for the mandated 15-day period. No comments have been received prior to the completion of this report.

The Planning Commission shall consider the Environmental Impact Assessment and the proposed mitigation measures prior to make a decision on the proposal.

DEVELOPMENT STANDARDS

Pursuant to Title 19.08 the following standards apply.

Standard	Required/Allowed	Provided	Compliance
Min. Lot Size	NA	7.81 acres	NA
Min. Lot Width	100 feet	640 feet	Y
Min. Setbacks • Front • Side • Corner • Rear	20 feet 10 feet 15 feet 20 feet	20 feet 34 feet 90 feet 30 feet	Y Y Y Y
Max. Lot Coverage	50%	25%	Y
Max. Building Height	NA	40 feet	Y
Trash Enclosure	50 feet from SFR	50 feet	Y
Mech. Equipment	Screened from ROW	Mounted behind roof parapets	Y

Review the following from Title 19.08.060

Residential Adjacency Standards	Required/Allowed	Provided	Compliance
3:1 proximity slope	120 feet from SFR	162 feet	Y
Trash Enclosure	50 feet from SFR	275 feet	Y

Pursuant to Title 19.12 the following standards apply:

Landscaping and Open Space Standards				
Standards	Required		Provided	Compliance
	Ratio	Trees		
Parking Area	1 Tree/ Per 6 Spaces	98	103 Trees	Y
Buffer: Min. Trees	1 Tree/Per 30 Linear Feet	71	93 Trees	Y
TOTAL		169 Trees	196 Trees	Y
Min. Zone Width	8 Feet		10 Feet	Y
	15 Feet		18 Feet	Y

Pursuant to Title 19.10, 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	84,245 sq ft	1:250 sq ft					
TOTAL			337	8	364	12	Y
Loading Spaces			4		2*		N

*The site plans only show two loading zones where four are required. Revised plans will need to be provided showing the additional two loading zones.

ANALYSIS

The site plan depicts an 84,245 square-foot shopping center with design standards that are compatible with adjacent development. The site is broken up into three separate pads with one pad acting as an anchor. No waivers have been submitted with this application.

The landscape plan depicts a fairly lush treatment with ample trees of the appropriate size and species for this site. The applicant has provided trees well in excess of the minimum required per Title 19.12 and there are multiple landscaped buffers that exceed the minimum standards as well.

The elevations and floor plans show a tasteful selection of building materials and interesting architectural features. The site layout consists of three buildings surrounding a landscaped parking area. The major retail portion (61,025 sq ft) contains the bulk of the 84,245 square footage total and is nestled into the rear northwest corner of the site. The remaining two pads (6,420 sq ft & 16,800 sq ft) are located opposite the primary retail building and are appropriately located adjacent to Nellis Boulevard on the southeastern portion of the site.

FINDINGS

The following findings must be made for an SDR:

1. The proposed development is compatible with adjacent development and development in the area;
2. The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;

3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;
4. Building and landscape materials are appropriate for the area and for the City;
5. Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;
6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

In regard to "1":

The proposed retail center is compatible with the adjacent commercial development and development in the area. The intensity of the commercial use and the site layout will significantly contribute to the overall economic health of the surrounding area.

In regard to "2":

The proposed retail center is located on land with the appropriate General Plan Category and Zoning to remain consistent with the General Plan and Title 19. The proposal does show a deficiency in adequate loading zones for the ancillary pads as shown on the site plan. Other than this issue, there is nothing else shown that contradicts the duly-adopted city plans, policies, or standards.

In regard to "3":

The site access and circulation is not expected to have any negative impact on the adjacent roadways or neighborhood traffic. A Development Impact Notice Agreement (DINA) has been filed with the application so as to ensure adequate consideration to the traffic impact is taken into account.

In regard to "4":

The building and landscape materials chosen for this project are tasteful and interesting and are expected to contribute to the visual appearance of the area and for the City. The selected tree species and shrubs are all appropriate for the area.

In regard to "5":

Ample landscaping and interesting building elevations and massing will provide an aesthetic asset to the existing vacant lot. The overall site design creates an orderly and aesthetically pleasing environment that is harmonious and compatible with the local area.

In regard to "6":

Appropriate measures are taken to secure and protect the public health, safety and general welfare.

PLANNING COMMISSION ACTION

Condition #15 was amended with the concurrence of Public Works staff.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 2

ASSEMBLY DISTRICT 14

SENATE DISTRICT 2

NOTICES MAILED 198 by Planning Dept

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-17717** APN: 40-326-01-005
Name of Property Owner: Stewart/Mellis Partners LLC
Name of Applicant: David Shalom

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: N/A

Partner(s): N/A

APN:

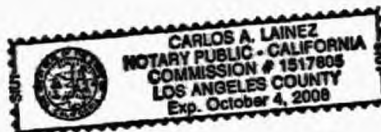
Signature of Property Owner: [Signature]

Print Name: DAVID SHALOM

Subscribed and sworn before me

This 18 day of OCTOBER, 2006

Notary Public in and for said County and State





1281 Galleria Drive Suite
Henderson Nevada 89
Phone 702-433-40
Fax 702-433-4

Consultant

Project Title

STEWART AND NELLIS
PARTNERS, LLC
4800 STEWART AND NELLIS
LAS VEGAS, NEVADA

Sheet Title

SITE PLAN

Scale

PRELIMINARY
NOT FOR
CONSTRUCTION

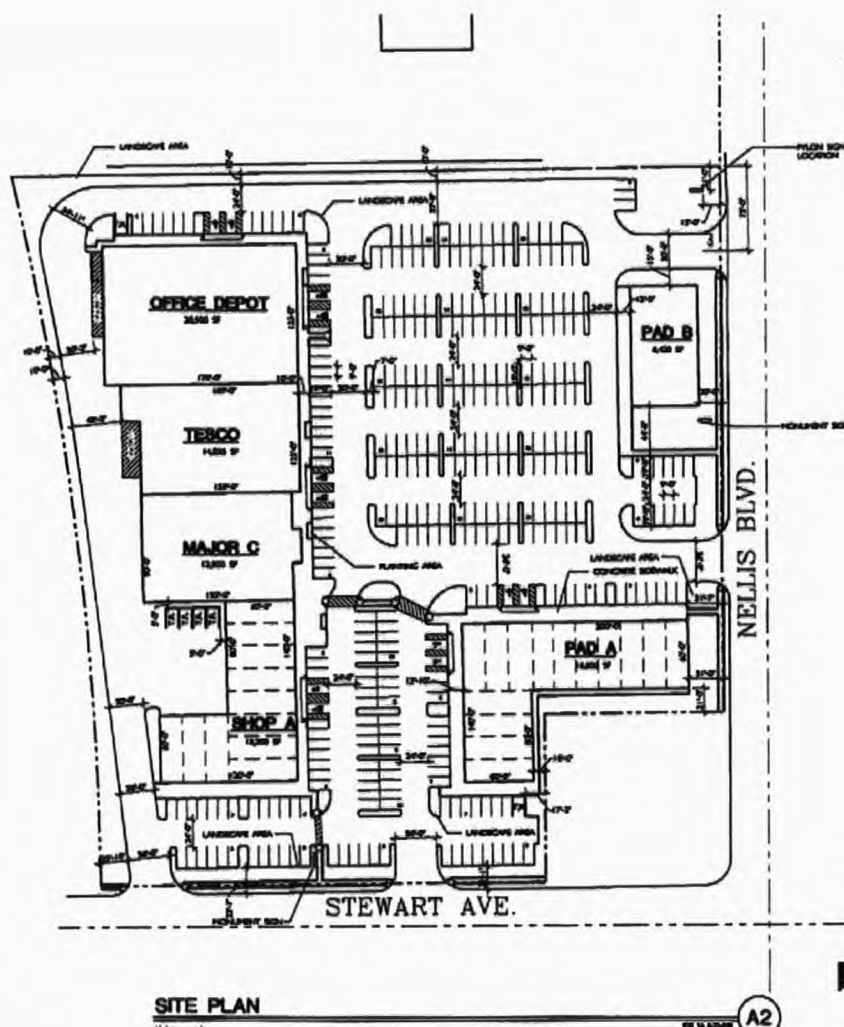
Revision

Project # 0004

Revision Date

Sheet

AS1.0



PROPOSED SITE SUMMARY

STEWART / NELLIS PARTNERS LLC
EXISTING ZONING C2
SITE SIZE 7.81 ACRES
APN # 140-326-01-005

PARKING

PARKING SPACES REQUIRED
63,345 @ 1 STALL/250 SF
PARKING SPACES REQUIRED • 254 STALLS
30,900 @ 1 STALL/200 SF
PARKING SPACES REQUIRED • 105 STALLS
TOTAL PARKING SPACES REQUIRED • 359 STALLS
PARKING SPACES PROVIDED • 364 STALLS

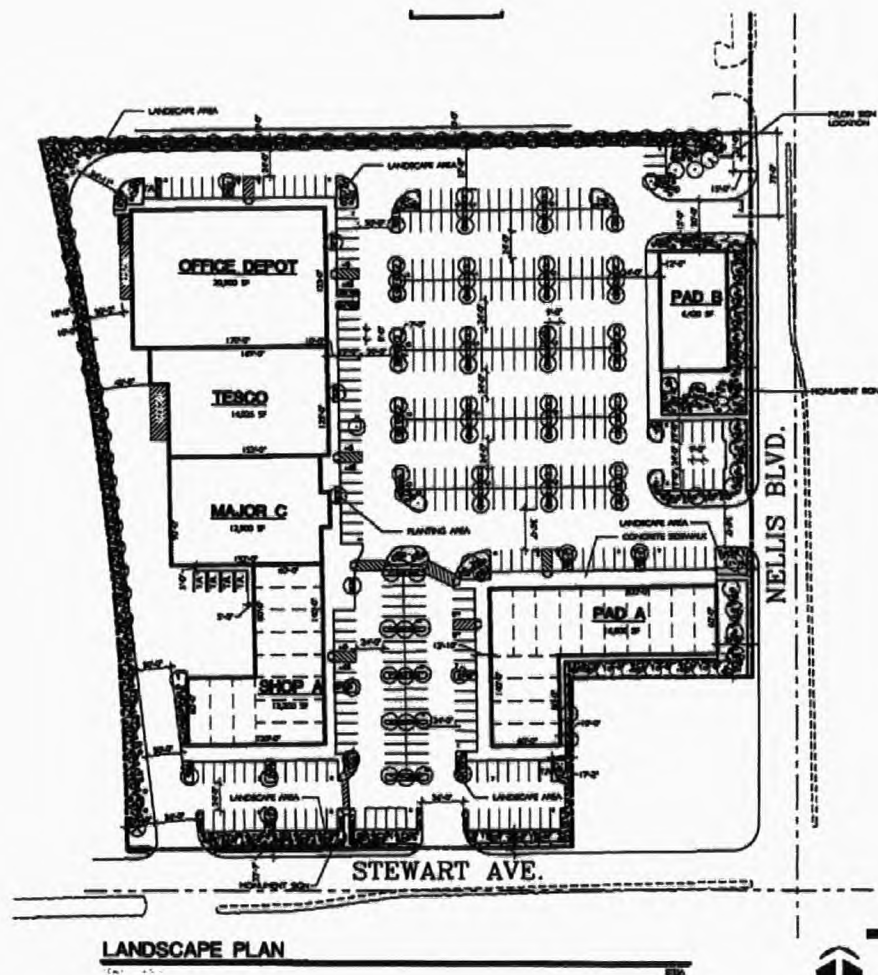
BUILDING SQUARE FOOTAGE

PAD A	16,800 SF
PAD B	6,420 SF
SHOP A	13,200 SF
MAJOR A	20,900 SF
MAJOR B	14,025 SF
MAJOR C	12,900 SF
TOTAL	84,245 SF

PROJECT LOCATION



SDR-17717
12/07/06 PC



PLANT SCHEDULE

SYMBOL	SIZE	BOTANICAL NAME	COMMON NAME
TREES			
○	12" BOX	ELAEAGNUS DECORATUS	JAPANESE BLUEBERRY
○	12" BOX	LAURUS LUCIDUS	JAPANESE PRUNET, SINGLE TRUNK
○	12" BOX	QUERCUS LANCEA	AFRICAN SAMAC, SINGLE TRUNK
○	12" BOX	QUERCUS LANCEA	AFRICAN SAMAC, MULTIPLE TRUNK
⊗	12" BOX	FRAXINUS ELONGATA	MOCKLE (AFRICAN) PINE
SHRUBS			
•	3-GAL	AMORPHOSA DUMOSA	WHITE BUR-SAGE
•	1-GAL	ROSEMOSSUS OFFICINALIS	ROSEMARY
•	3-GAL	CASSIA NELSONI	SHRUBBY SENNA
•	3-GAL	DAMPYERSON WHEELERII	DESERT SPOON
•	3-GAL	DETENS BICOLOR	PORTULACIT LILY
MISCELLANEOUS			

DECOMPOSED GRANITE IN ALL PLANTING AREAS AND NO PLANT ZONES. 2" DEPTH (1" MIN) COLOR TO BE CHOSEN TO COMPLEMENT THE BUILDING COLORS AT THE SITE

ssdsg
 sunshades
 sunshades
 1221 Galleria Drive Suite
 Henderson, Nevada 89
 Phone 702 433 40
 Fax 702 433 4
 Consultant

Project Title

Sheet Title

See
**LANDSCAPE PLAN
 PRELIMINARY
 NOT FOR
 CONSTRUCTION**

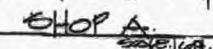
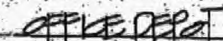
Revised

Project # 0000
 Revision Date
 Sheet

AL10

OCT 24 2006

**SDR-17717
 12/07/06 PC**



RECEIVED
OCT 24 2006



1281 Galleria Drive Suite 125
Henderson, Nevada 89014
Phone 702.438.4022
Fax 702.438.4000

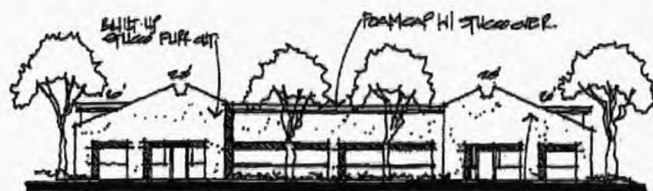
Continued



PAD B FRONT



TYPICAL SIDE RIGHT



REAR ELEVATION
PAD B.
SCALE



TYPICAL SIDE LEFT

Sheet Title

Rev

PRELIMINARY
NOT FOR
CONSTRUCTION

Revision

Project & area

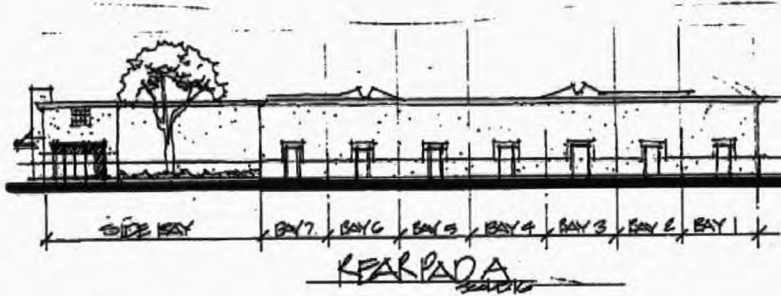
SDR-17717
12/07/06 PC

RECEIVED
OCT 24 2006



1581 Galleria Drive Suite 125
Norfolk, Virginia 23514
Phone 703.433.4000
Fax 703.433.4001

Consultant



Project Title

Sheet Title

Scale

PRELIMINARY
NOT FOR
CONSTRUCTION

Revision

Project #

Revision

Sheet

SDR-17717
12/07/06 PC

OCT 24 2006



1281 Galleria Drive Suite
Henderson, Nevada 89
Phone 702 433 40
Fax 702 433 4

Consultant

Project Title

STEWART AND MELLIS
PARTNERS, LLC,
AND STEWART AND MELLIS
LAB VENTURE, VENTURA

MAJOR 'A' BUILDING
400 STEWART AVE. & MELLIS BLVD.
Sheet Title

See FLOOR PLAN

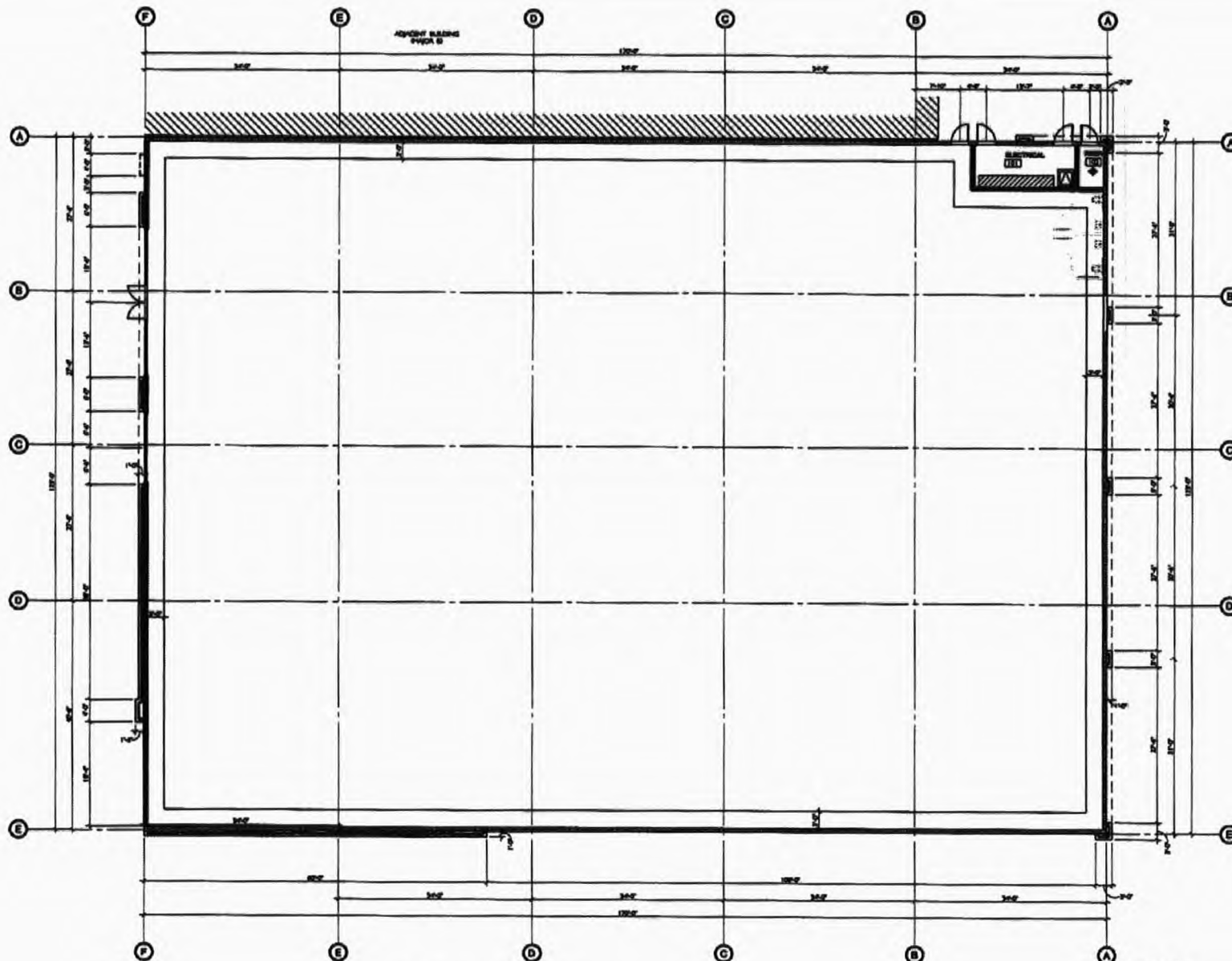
Revision

Project # 0004

Approval Date

Sheet S-PP005-A

A1.0



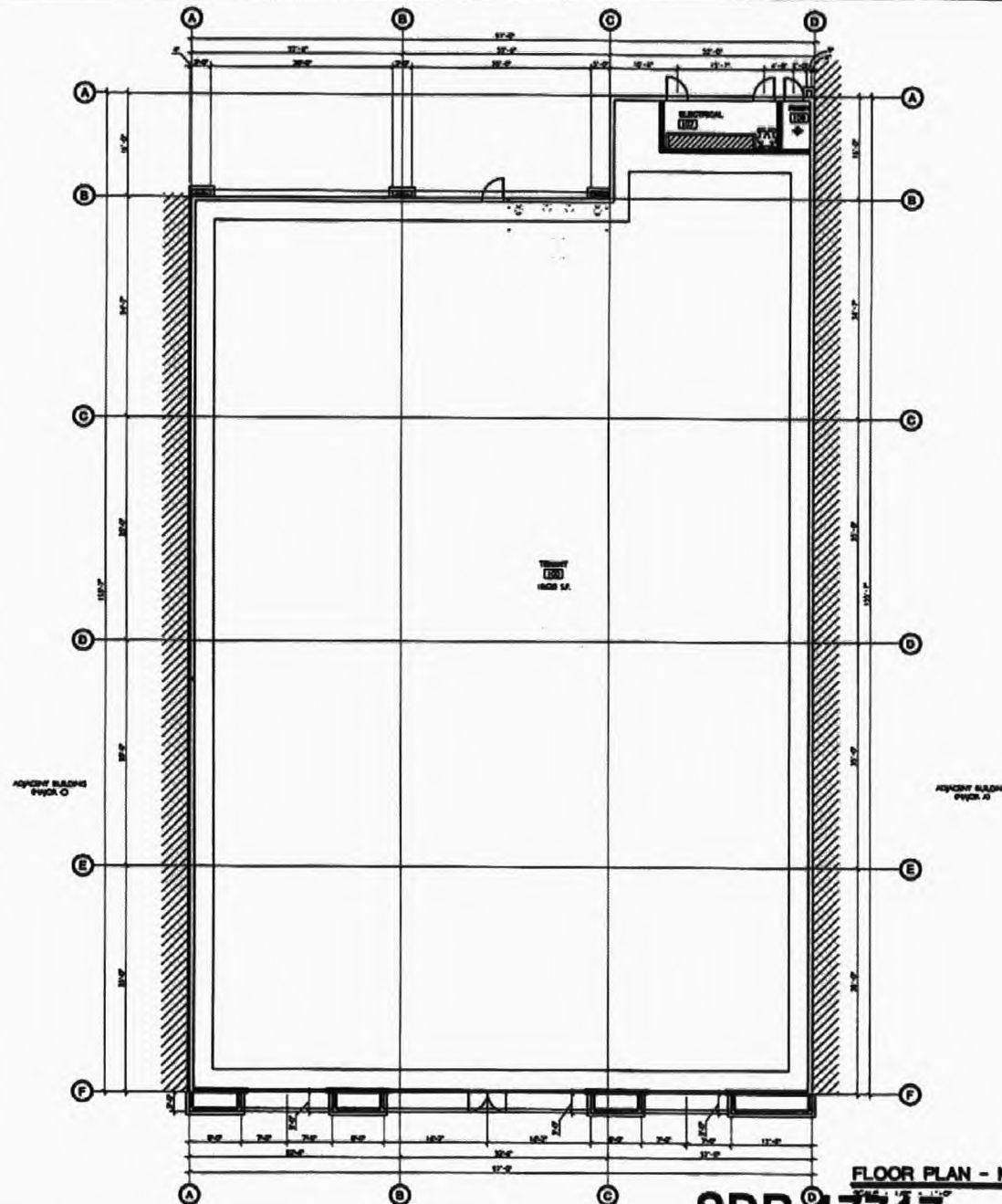
FLOOR PLAN - MAJOR 'A'



SDR-17717

12/07/06 PC

OCT 24 2006



1291 Galleria Drive Suite
Henderson, Nevada 89
Phone 702.433.40
Fax 702.433.4

Consultant

Project Title

STEWART AND NELLIS
PARTNERS, L.L.C.
990 STEWART AND NELLIS
LAS VEGAS, NEVADA

MAJOR 8 BUILDING
990 STEWART AND NELLIS BLVD.
Sheet Title

Scale FLOOR PLAN

Person

Project # 9999
Revision Date
Sheet SPP000-A

FLOOR PLAN - MAJOR 8

SDR-17717
12/07/06 PC



A1.0

OCT 24 2006



1201 Oakdale Drive Suite
Tampa, FL 33606
Phone: 782.433.40
Fax: 782.433.4

Consultant

Project File

STEWART AND NIELS
PARTNERS, LLC
LAB DESIGN GROUP

PAD V. BUILDING

9 WEST STEWART AVE. & NIELS BLVD.

Sheet Title

See FLOOR PLAN

Revised

Project or Name

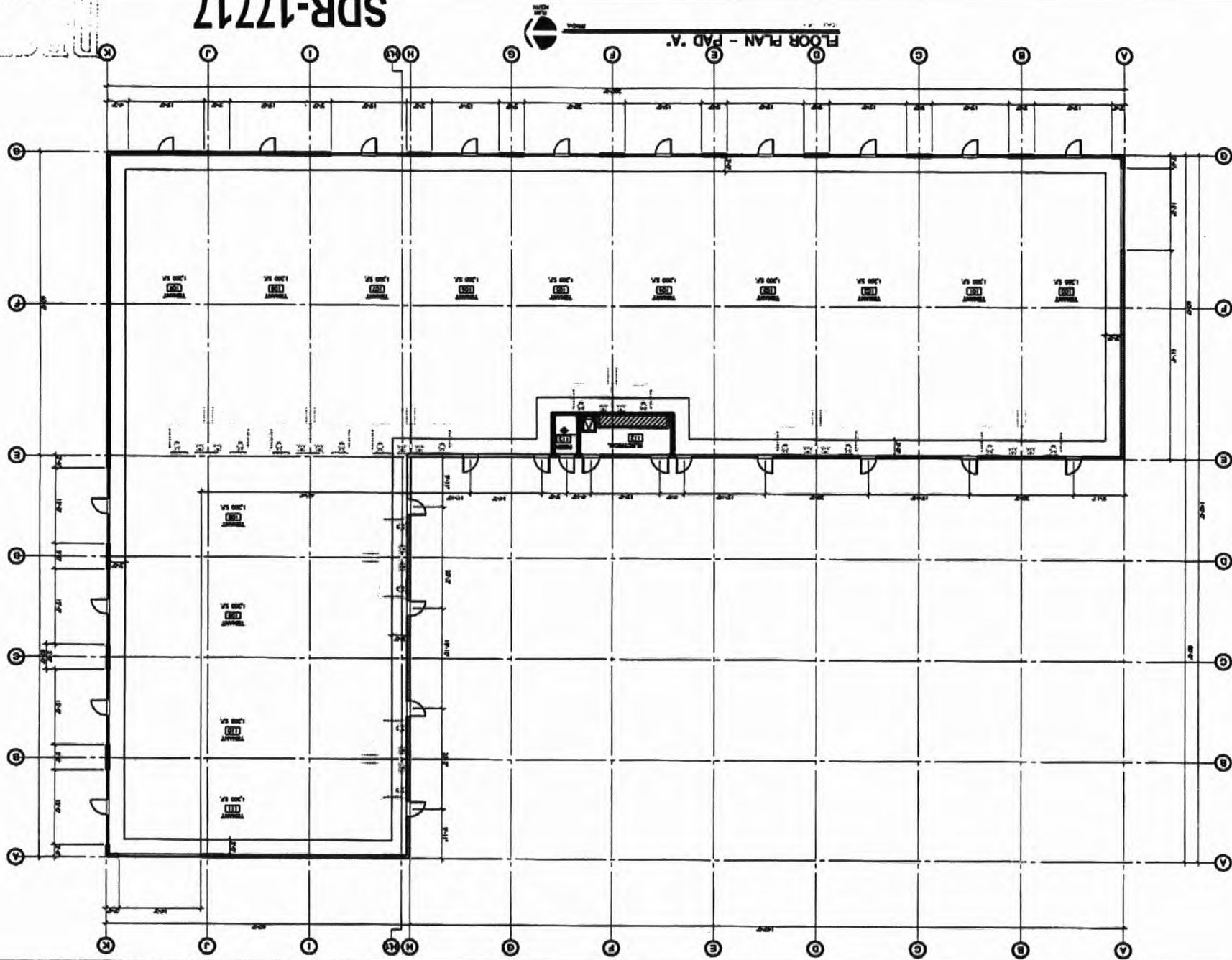
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A1.0

SDR-17717
12/07/06 PC

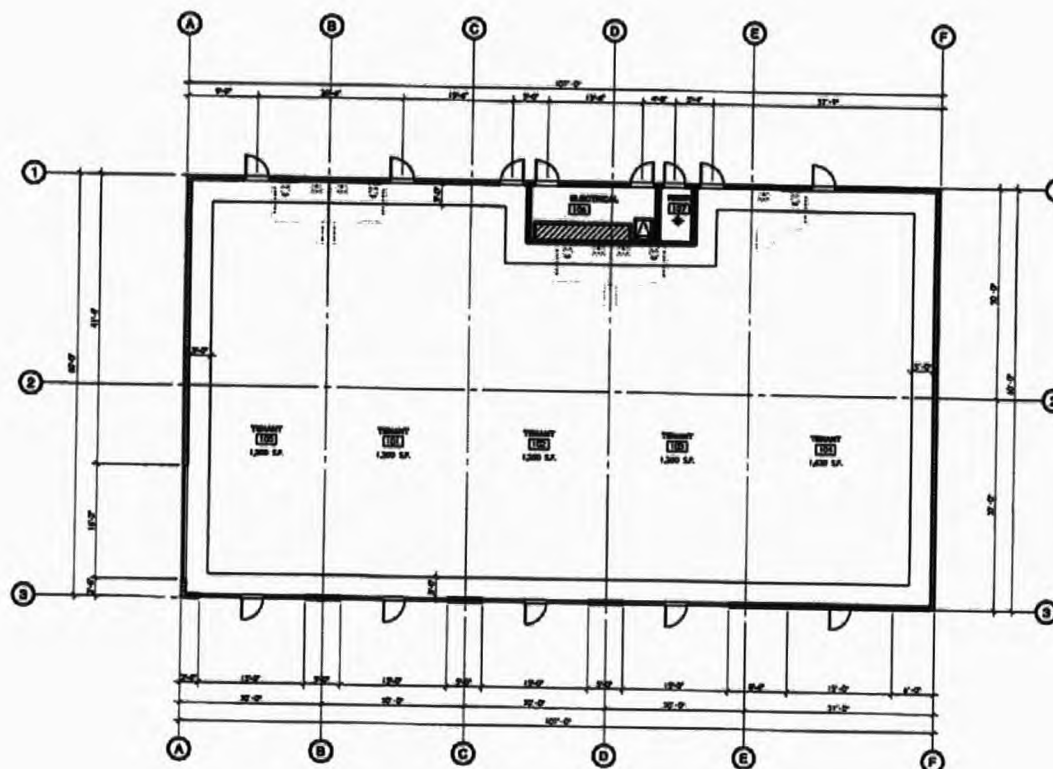
OCT 24 2006





1281 Galleria Drive Suite
Henderson, Nevada 89
Phone 702 433 46
Fax 702 433 4

Consultant



FLOOR PLAN - PAD "B"

SCALE: 1/8" = 1'-0"



Sheet Title

STEWART AND HELLIS
PARTNERS, LLC
800 STEWART AND HELLIS
LAS VEGAS, NEVADA

PAD "B" BUILDING
800 STEWART AVE. & HELLIS BLVD.

Sheet Title

See
FLOOR PLAN

Revised

Project No. 0000

Revision Date

Sheet No. 0-PAD-B

A1.0

SDR-17717
12/07/06 PC

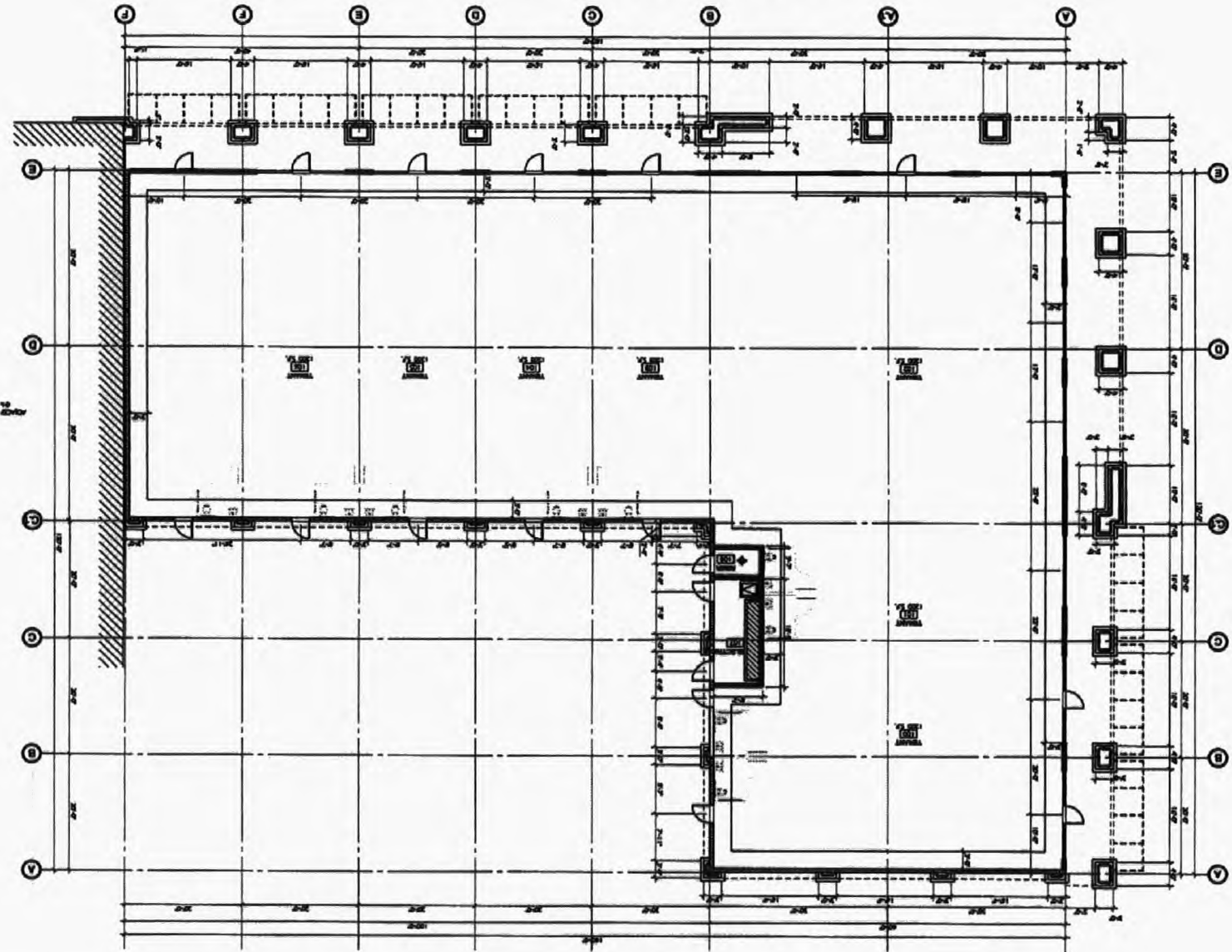
DEC 24 2006

SDR-17717
12/07/06 PC



FLOOR PLAN - SHOP 'A'

SCALE: 1/8" = 1'-0"



A1.0

Project Name
Project No.

FLOOR PLAN

Shop 'A' Building
1100 Stewart Ave. & Hill St. Bldg.

STEWART AND HILLS
PARTNERS, LLC
1100 Stewart Ave. & Hill St. Bldg.

1281 Camino Drive Suite
702 433 40
Folsom, CA 95630
Phone: 702 433 40
Fax: 702 433 41



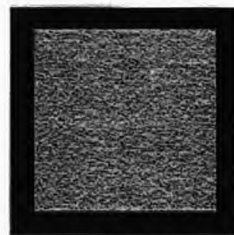
10/10/06
OCT 24 2006



FRAZEE PAINT
 8745A
 KAYAK BROWN



FRAZEE PAINT
 8214M
 TOBACCO ROAD



FRAZEE PAINT
 7776N
 GALENA GOLD



FRAZEE PAINT
 7333M
 ENDLESS PEACH



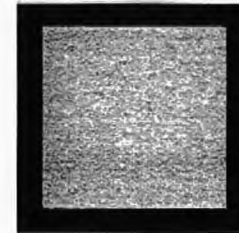
FRAZEE PAINT
 7596A
 AQUA DAZZLE



FRAZEE PAINT
 7375
 TANGERINE



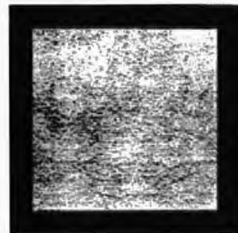
FRAZEE PAINT
 307
 NAVAJO WHITE



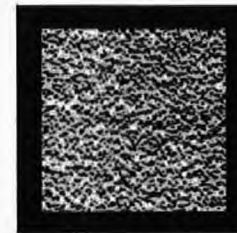
FRAZEE PAINT
 521
 TUSCANY



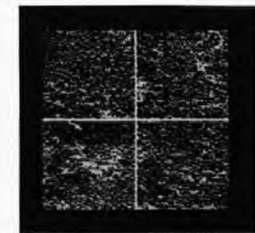
ROX PRODUCTS
 AUTUMN HORIZON
 LEDGESTONE SERIES



PLASTER TEXTURE
 SMOOTH TROWELED
 FINISH



PLASTER
 TEXTURE
 LIGHT DASH



DALTILE
 CV13
 REGAL ROUGE

STEWART & NELLIS

SDR-17717
12/07/06 PC

DEC 24 2006

SDR 17717				
Stewart/Nellis Partners, LLC				
NWC Stewart & Nellis				
Proposed 84.245 thousand square foot retail development.				
Traffic produced by proposed development:				
	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SHOPPING CENTER [1000 SF]	84.245	42.94	3,617
AM Peak Hour			1.03	87
PM Peak Hour			3.75	316
(heaviest 60 minutes)				
Existing traffic on all nearby streets:				
Nellis Boulevard				
Average Daily Traffic (ADT)	44,425			
PM Peak Hour	3554			
(heaviest 60 minutes)				
Stewart Avenue				
Average Daily Traffic (ADT)	19,213			
PM Peak Hour	1537			
(heaviest 60 minutes)				
Traffic Capacity of adjacent streets:				
	Adjacent street ADT			
	Capacity			
Nellis Boulevard	51700			
Stewart Avenue	32600			
This project will add approximately 3,617 trips per day on Nellis, Bonanza and Stewart. This will increase expected volumes by about 8 percent on Nellis and 19 percent on Stewart. Nellis is at about 86 percent of capacity and Stewart is at about 59 percent of capacity.				
Based on Peak Hour use, this development will add roughly 316 additional cars into the area; which works out to about five every minute.				
Note that this report assumes all traffic from this development uses all named streets.				



SDR-17717 - APPLICANT/OWNER: STEWART/NELLIS PARTNERS, LLC
ADJACENT TO THE NORTHWEST CORNER OF NELLIS BOULEVARD AND STEWART AVENUE
DECEMBER 7, 2006 PLANNING COMMISSION

11/08/06



SDR-17717 - APPLICANT/OWNER: STEWART/NELLIS PARTNERS, LLC
ADJACENT TO THE NORTHWEST CORNER OF NELLIS BOULEVARD AND STEWART AVENUE
DECEMBER 7, 2006 PLANNING COMMISSION

11/08/06

SANDBERG GROUP

A R C H I T E C T S
1291 Galleria Drive Suite 125
Henderson, Nevada 89014
702.4334032 fax 702.4334586
Web Site Address www.sgalv.com

October 24, 2006

City of Las Vegas
Planning & Development Dept.
731 S. Fourth Street
Las Vegas, Nevada 89101

REF: Site Development and Plan review
NWC Stewart & Nellis
APN 140-32-601-005

To Whom It May Concern,

The project listed above is a 7.81 acre retail development and is located at the NWC of Nellis and Stewart. The property is currently zoned C-1.

The project will consist of approximately 84,245 sq.ft. of in-line retail and freestanding pad buildings. The proposed use is compatible with existing zoning, therefore we are not requesting any revisions to the current zoning.

We would respectfully request your approval for the site development and plan review. If you have any questions or need any further information, please contact me at our office.

Very truly yours,
SANDBERG GROUP ARCHITECTS



Richard W. Salemme
Principal

SDR-17717
12/07/06 PC

**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****Current Planning Division****731 South Fourth Street****Las Vegas, Nevada 89101****(702) 229-6301 Phone (702) 385-7268 Fax****SUBJECT: SDR-17717 - APPLICANT/OWNER: STEWART/NELLIS PARTNERS, LLC**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the *December 7, 2006* 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 Dorothy Marsili at 385-7268. 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.

A handwritten signature in black ink, appearing to read "Richard V. Saleumme".

Signature

A handwritten date "12/5/06" in black ink.

Date

A handwritten name "Richard V. Saleumme" in black ink.

Please print name

A handwritten company name "Sandberg Saleumme Design Group" in black ink.

Company Name

Sincerely,

John Korkosz
Planning Supervisor
Current Planning Division

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

MAJOR MODIFICATION

MOD-12919 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DORSAL DEVELOPMENT, LLC - OWNER: FULSTONE 1993 TRUST AND JEFF SELLINGER - Request for a Major Modification to the Las Vegas Medical District Plan TO AMEND THE LAND USE DESIGNATION FROM: MD-2 (MAJOR MEDICAL) TO: MD-1 (MEDICAL SUPPORT) on 0.74 acres at 728 Desert Lane (APN 139-33-402-021), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter

Motion made by LAWRENCE WEEKLY to Approve subject to condition

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

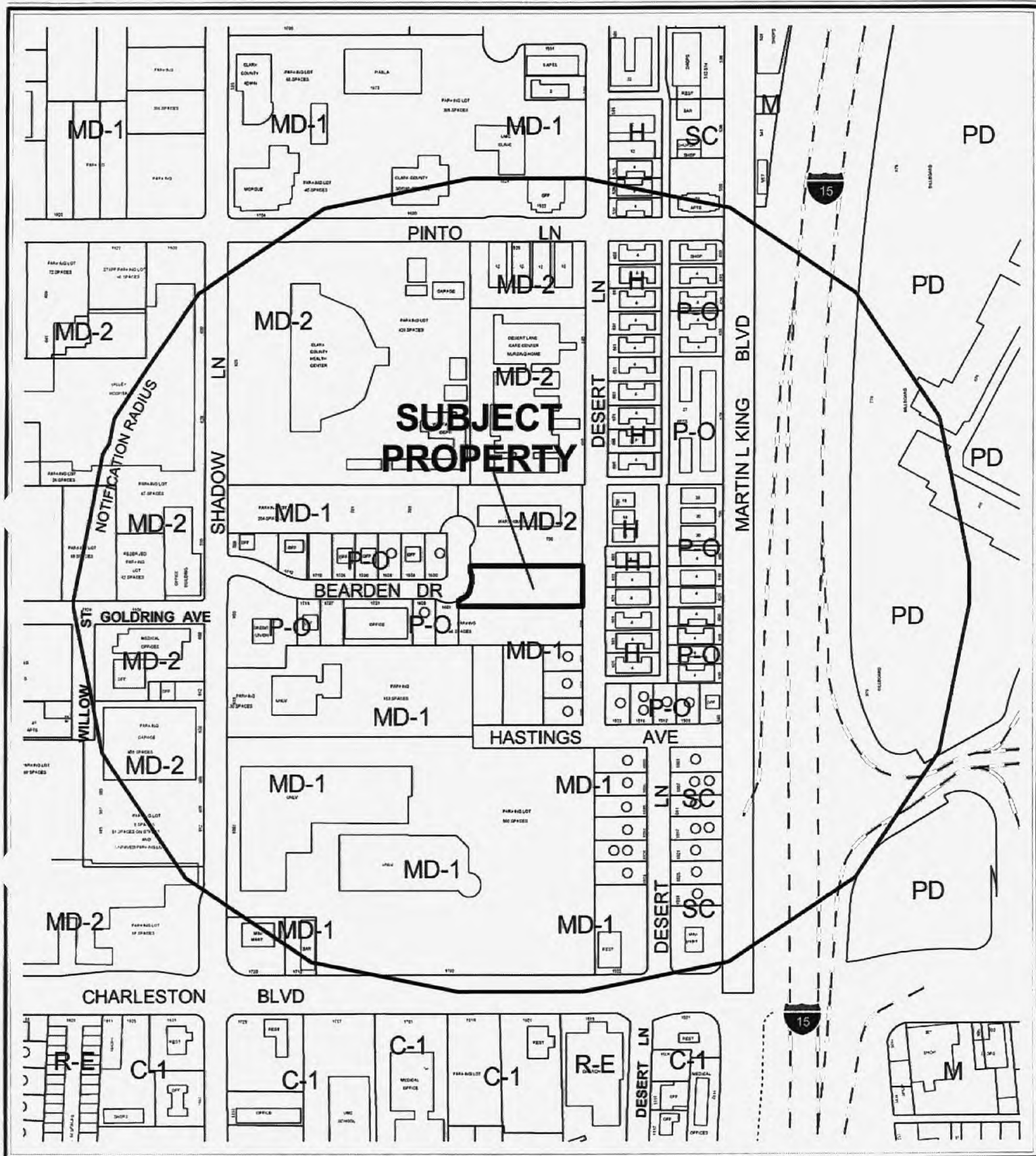
Minutes:

MAYOR GOODMAN declared the Public Hearing open.

Under Item 79, BOB BROKAW, 3031 Scenic Valley Way, Henderson, appeared on behalf of the applicant and withdrew without prejudice Items 91 and 92, but moved forward with Item 90.

MR. BROKAW appeared on behalf of the applicant.

MAYOR GOODMAN declared the Public Hearing closed.



CASE: MOD-12919

RADIUS: 1000 FT

SPECIAL LAND USE DESIGNATION OF SUBJECT PROPERTY:

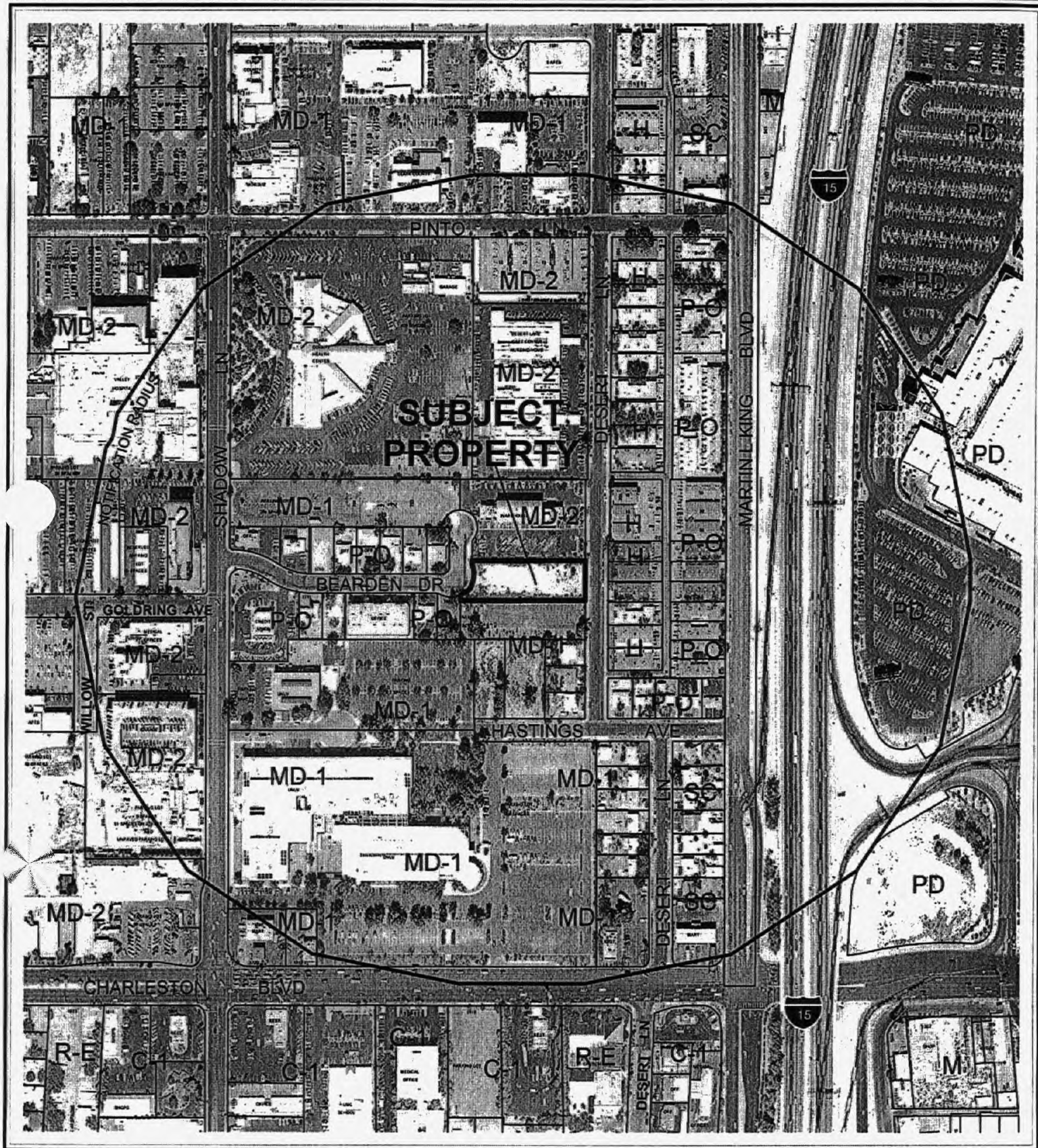
MD-2 (MAJOR MEDICAL)

PROPOSED SPECIAL LAND USE DESIGNATION OF SUBJECT PROPERTY:

MD-1 (MEDICAL SUPPORT)

0 400 800 Feet





CASE: MOD-12919

RADIUS: 1000 FT

SPECIAL LAND USE DESIGNATION OF SUBJECT PROPERTY:

MD-2 (MAJOR MEDICAL)

PROPOSED SPECIAL LAND USE DESIGNATION OF SUBJECT PROPERTY:

MD-1 (MEDICAL SUPPORT)



AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 3, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: MOD-12919 - APPLICANT: DORSAL DEVELOPMENT, LLC -

OWNER: FULSTONE 1993 TRUST AND JEFF SELLINGER

THIS ITEM WAS HELD IN ABEYANCE FROM THE DECEMBER 20, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Site Development Plan Review (SDR-12922) approved by the City of Las Vegas prior to issuance of any permits, any site grading, and all development activity for the site.

**** STAFF REPORT ****

APPLICATION REQUEST

This is a request for a Major Modification to the Las Vegas Medical District Plan to amend the land-use designation from MD-2 (Major Medical) to MD-1 (Medical Support) on 0.74 acres at 728 Desert Lane.

EXECUTIVE SUMMARY

The applicant proposes a five-story, mixed-use development consisting of 30 residential condominium units and 9,350 square feet of medical office space on 0.74 acres. The subject request to change the MD-2 (Major Medical) sub-district classification of the Las Vegas Medical District to MD-1 (Medical Support) would be required to permit the development.

BACKGROUND DATA:

A) Previous Actions

- 05/27/97 The City Council approved a Request for Rezoning (Z-0020-97) on properties located between Alta Drive and Charleston Boulevard and Martin L. King Boulevard and Rancho Drive from R-1 (Single Family Residential), R-3 (Medium Density Residential), R-4 (High Density Residential), R-5 (Apartment), R-E (Residence Estates), P-R (Professional Offices and Parking), C-1 (Limited Commercial), C-2 (General Commercial), and C-V (Civic) to PD (Planned Development) on 171 acres. The Planning Commission and staff recommended approval on April 2, 1997.
- 06/19/02 The City Council approved a Request for a Major Modification [Z-0020-97(33)] to the Las Vegas Medical District Plan to update and revise the Plan document, as part of the City's General Plan for the area bounded by Alta Drive to the north, Charleston Boulevard to the south, Martin L. King Boulevard to the east and Rancho Drive to the west. The Planning Commission and staff recommended approval on April 11, 2002.
- 11/17/04 The City Council approved a Request for a Major Modification MOD-5267 to the Las Vegas Medical District Plan in order to reduce height and setback restrictions on mixed-use developments, list them as a specific use on the table of permitted uses, provide for the incorporation of the live/work ordinance, and clarify the table of permitted uses to update terminology. The Planning Commission and staff recommended approval on October 21, 2004

10/19/06 The Planning Commission recommended denial of companion items SUP-16246 and SDR-12922 concurrently with this application.

The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #13/ar).

B) *Pre-Application Meeting*

A pre-application meeting was held on March 21, 2006. Issues discussed included:

- The Department of Building and Safety indicated that a handicap accessible route would need to be shown to the right-of-way.
- A representative from the Traffic Division indicated that Project Neon could affect this site, and that a traffic study would be required.
- The Department of Public Works indicated that a Flood Study would be required because of the underground parking.
- The Planning Department informed the applicant of the Medical District Streetscape standards.

C) *Neighborhood Meetings*

A neighborhood meeting is not required for this application, nor was one held.

DETAILS OF APPLICATION REQUEST

A) *Site Area*

Gross Acres: 0.74 acres

B) *Existing Land Use*

Subject Property: Undeveloped
North: Clark County Health District warehouse
South: Parking lot
East: Apartments
West: Offices

C) *Planned Land Use*

Subject Property: UMC [MD-2 (Major Medical)]
North: UMC [MD-2 (Major Medical)]
South: UMC [MD-1 (Medical Support)]
East: UMC [HD (High Density Residential)]
West: UMC [P-O (Professional Office)]

D) Existing Zoning

Subject Property: PD (Planned Development)
North: PD (Planned Development)
South: PD (Planned Development)
East: PD (Planned Development)
West: PD (Planned Development)

E) General Plan Compliance

The subject site is located within the Southeast Sector of the General Plan. More specifically, the site is located within the Las Vegas Medical District Neighborhood Plan (LVMD), which is itself an element of the General Plan. This site is designated as MD-2 (Major Medical) within the LVMD. The Major Medical category is intended to allow the most intensive development within the LVMD. It is designed to allow major medical uses and office uses.

In terms of zoning, the site is zoned PD (Planned Development). The PD (Planned Development) zoning district is consistent with the General Plan designation and the proposed use shown on companion site plan SDR-12922 is a permitted use within the PD (Planned Development) zoning district.

SPECIAL DISTRICTS/ZONES	Yes	No
<i>Special Area Plan</i>	X	
Las Vegas Medical District	X	
Special Overlay District		X
Trails		X
Rural Preservation Neighborhood		X
County/North Las Vegas/HOA Notification		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

Las Vegas Medical District

The intent of the Las Vegas Medical District is to provide for future and continued development in this area of an interrelated and cohesive mix of uses in a manner that is safe, orderly, and manageable for pedestrians.

INTERAGENCY ISSUES

There are no interagency issues involved with this request.

ANALYSIS

A) Zoning Code Compliance

The applicant proposes a five-story, mixed-use development consisting of 30 residential condominium units and 9,350 square feet of medical office space on 0.74 acres. The subject request to change the MD-2 (Major Medical) sub-district classification of the Las Vegas Medical District to MD-1 (Medical Support) would be required to permit the development.

B) General Analysis and Discussion

The Las Vegas Medical District was created to provide for the transitional development of the area bounded by Charleston Boulevard, Rancho Drive, Alta Drive, and Martin Luther King Boulevard. Focusing on the two principal uses, University Medical Center and Valley Hospital, the PD (Planned Development) plan document encourages medically oriented uses as well as supporting commercial and residential uses, developed in a pedestrian oriented manner.

This site is designated as MD-2 (Major Medical) within the LVMD. The Major Medical category is intended to allow the most intensive development within the LVMD. It is designed to allow major medical uses and office uses. The minimum allowable site shall be one acre to encourage large-scale development. The applicant is requesting this Major Modification to amend the sub-district to MD-1 (Medical Support), which allows less intense development within the LVMD. It is designed to allow medical and related office and professional uses.

The proposed amendment to MD-1 (Medical Support) will provide for a mixed-use development that will serve as a transition between the MD-2 (Major Medical) uses to the north and the MD-1 (Medical Support) designated uses to the south of the project site and; therefore, is an appropriate amendment for this site.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

19

ASSEMBLY DISTRICT 6

SENATE DISTRICT 3

NOTICES MAILED 70 by Planning Department

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **MOD-12919** APN: 139-33-402-021

Name of Property Owner: The Fullstone 1993 Trust (50%) / Jeff Sellinger (50%)

Name of Applicant: Dorsal Development LLC.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

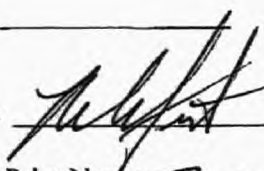
☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: N/A

Partner(s): N/A

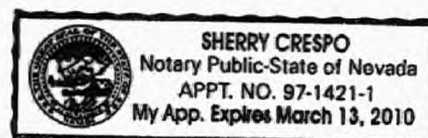
APN: N/A

Signature of Property Owner: 

Print Name: ROBERT FULLSTONE

Subscribed and sworn before me

This 10th day of APRIL, 2006
Sherry Crespo
Notary Public in and for said County and State





PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **MOD-12919** APN: 139-33-402-021

Name of Property Owner: The Fullstone 1993 Trust (50%) / Jeff Sellinger (50%)

Name of Applicant: Dorsal Development LLC.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

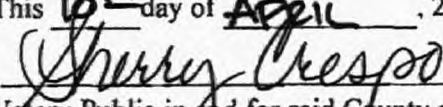
City Official: N/A

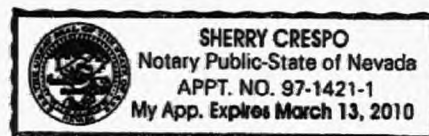
Partner(s): N/A

APN: N/A

Signature of Property Owner: 
Print Name: JEFF SELLINGER

Subscribed and sworn before me

This 10th day of April, 2006

Notary Public in and for said County and State



A.P.N. 138-33-402-001
701 SHADOWN LLC
PO (M-2)

A.P.N. 138-33-402-011
JOHN C. WAMERNA
PO (P-0)

A.P.N. 138-33-402-019
JOHN C. WAMERNA
PO (P-0)

A.P.N. 138-33-402-020
UNIVERSITY BOARD OF REGENTS
PO (M-1)

A.P.N. 138-33-402-031
CLARK COUNTY HEALTH DEPARTMENT
PO (M-2)

A.P.N. 138-33-402-022
UNIVERSITY BOARD OF REGENTS
PO (M-1)

NO.	AREA	AREA	AREA	AREA	AREA
1	1.00	1.00	1.00	1.00	1.00
2	1.00	1.00	1.00	1.00	1.00
3	1.00	1.00	1.00	1.00	1.00
4	1.00	1.00	1.00	1.00	1.00
5	1.00	1.00	1.00	1.00	1.00

NO.	AREA	AREA	AREA	AREA	AREA
1	1.00	1.00	1.00	1.00	1.00
2	1.00	1.00	1.00	1.00	1.00
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4	1.00	1.00	1.00	1.00	1.00
5	1.00	1.00	1.00	1.00	1.00

EXISTING BEARDON DRIVE

EXISTING DESERT LANE

DESERT LANE (PUBLIC)

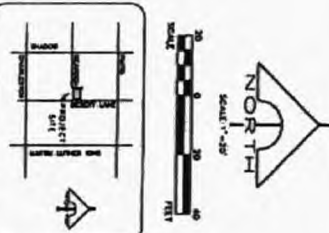
- PROPOSED CONSTRUCTION**
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RECEIVED

MOD-12919 SDR-12922 AUG 2, 2006

VAR-12925 REVISED

10/19/06 PC



MOBILITY MAP
SITE INFORMATION

OWNER/DEVELOPER
FULLSTONE TRUST
JERRY SELLINGER

DESIGNER
DORAL DEVELOPMENT LLC

ENGINEER
CHAD VELLINO, P.E.
CIVIL ENGINEER LLC

DATE
10/19/06

PROJECT
DESERT LANE MEDICAL OFFICE SPACE & RESIDENTIAL CONDOMINIUMS

SHEET TITLE
SITE PLAN

PROJECT
DESERT LANE
MEDICAL OFFICE SPACE
& RESIDENTIAL CONDOMINIUMS

SHEET TITLE
SITE PLAN

REV	BY	DATE	DESCRIPTION	APPROVAL
1	PC	10/19/06	10/19/06 PC	

CHAD VELLINGA, P.E.

CIVIL ENGINEER

3311 S. RAINBOW, STE. 129
LAS VEGAS, NV 89146

(702) 949-2900
FAX (702) 949-2901

April 10, 2006

City of Las Vegas
Current Planning
731 S. Fourth Street
Las Vegas, NV 89101

RE: JUSTIFICATION LETTER
MAJOR MODIFICATION (MD-2 to MD-1)
DESERT LANE MEDICAL OFFICES & RESIDENTIAL CONDOMINIUMS

Dear Current Planning,

The owners and applicant of the property located at 728 Desert Lane also identified as APN: 139-33-402-021, have requested that we present and submit this application for a Major Modification to the "Las Vegas Medical District Plan".

The proposed development includes 24 residential condominiums in addition to the medical office space. Residential condominiums are not allowed in MD-2. The proposed MD-1 zoning will conform to the uses proposed for this project. The additional residential component of this project we feel will be beneficial to the medical professionals working in the Medical District.

If you have any questions please do not hesitate to call.

Sincerely,



Chad Vellinga, P.E.

**MOD-12919
10/19/06 PC**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SPECIAL USE PERMIT RELATED TO MOD-12919

SUP-16246 – ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DORSAL DEVELOPMENT, LLC - OWNER: FULSTONE 1993 TRUST AND JEFF SELLINGER - Request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT at 728 Desert Lane (APN 139-33-402-021), [PROPOSED: MD-1 (MEDICAL SUPPORT) Las Vegas Medical District Plan Designation], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter

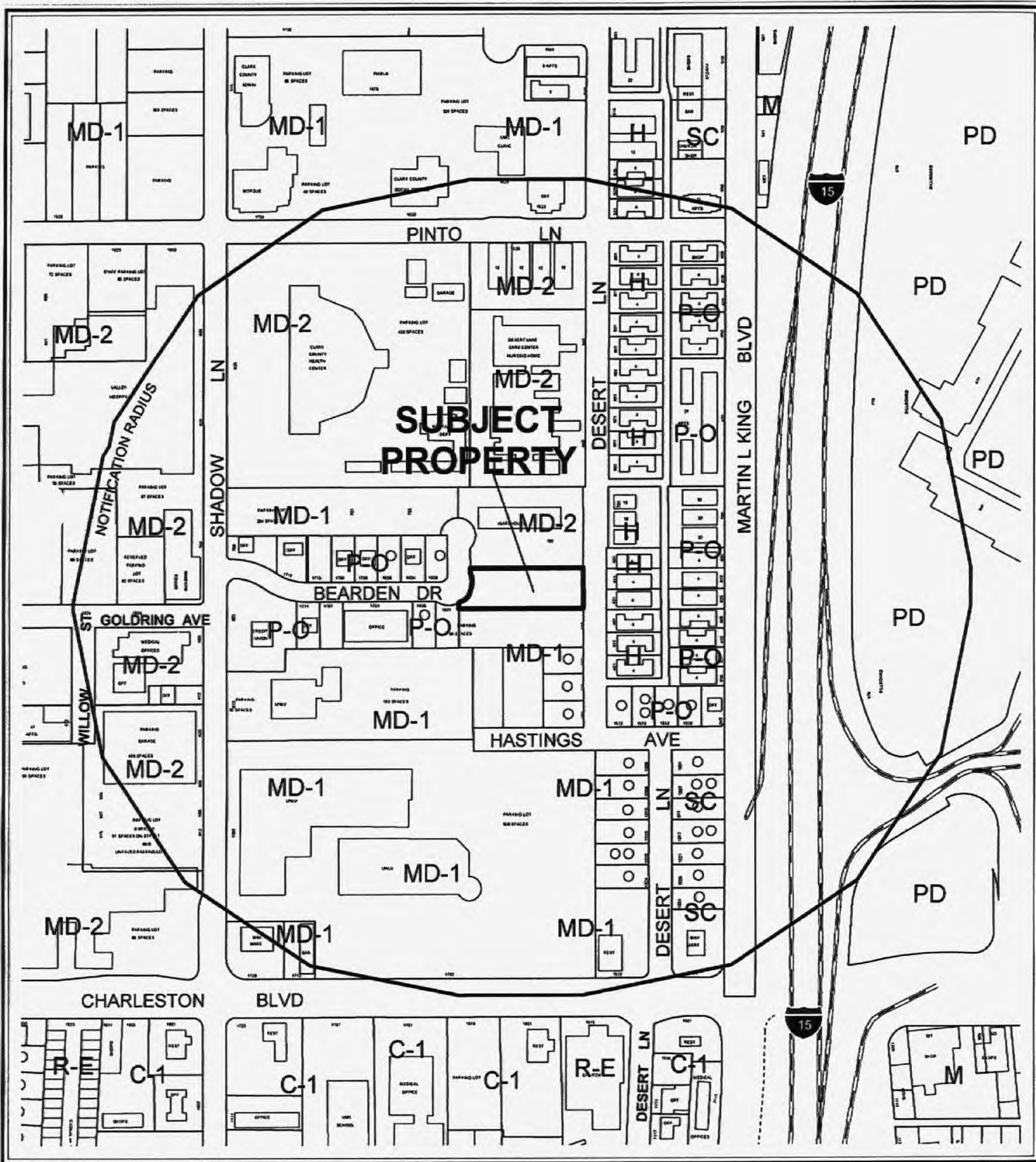
Motion made by GARY REESE to Withdraw without Prejudice Item 91 [SUP-16246], Item 92 [SDR-12922], Item 93 [ZON-15031], Item 94 [SDR-15030]; HOLD IN ABEYANCE Item 100 [VAR-16505], Item 118 [SUP-17729], Item 119 [SDR-17731] and Item 124 [ROC-18341] to 1/17/2007; Item 105 [SDR-17298] to 2/07/2007; STRIKE Item 103 [SDR-15747]; TABLE Item 102 [RQR-17098], Item 117 [RQR-17518] and Item 123 [VAC-16295]

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

See Item 79 for related discussion.



CASE: SUP-16246

RADIUS: 1000 FT

SPECIAL LAND USE DESIGNATION OF SUBJECT PROPERTY:

MD-2 (MAJOR MEDICAL)

PROPOSED SPECIAL LAND USE DESIGNATION OF SUBJECT PROPERTY:

MD-1 (MEDICAL SUPPORT)

0 400 800 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 3, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: SUP-16246 - APPLICANT: DORSAL DEVELOPMENT, LLC -
OWNER: FULSTONE 1993 TRUST AND JEFF SELLINGER**

THIS ITEM WAS HELD IN ABEYANCE FROM THE DECEMBER 20, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend DENIAL.

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review SDR-12922 shall be required.
2. 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.
3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

**** STAFF REPORT ****

APPLICATION REQUEST

This is a request for a Special Use Permit a proposed five-story, mixed-use development consisting of 30 residential condominium units and 9,350 square feet of medical office space on 0.74 acres at 728 Desert Lane.

EXECUTIVE SUMMARY

Because the floor plans depict parking spaces at ground level, the proposed development does not comply with the mixed-use standards of the Las Vegas Medical District Plan (page 12). These standards require that the office use shall be located at ground-level fronting the primary public right-of-way, and the primary entry way to that use shall be directly from and oriented to a street.

Because there is no hardship, which precludes compliance with these requirements, the recommendation for this application is denial.

BACKGROUND INFORMATION

A) *Related Actions*

- 05/27/97 The City Council approved a Request for Rezoning (Z-0020-97) on properties located between Alta Drive and Charleston Boulevard and Martin L. King Boulevard and Rancho Drive from R-1 (Single Family Residential), R-3 (Medium Density Residential), R-4 (High Density Residential), R-5 (Apartment), R-E (Residence Estates), P-R (Professional Offices and Parking), C-1 (Limited Commercial), C-2 (General Commercial), and C-V (Civic) to PD (Planned Development) on 171 acres. The Planning Commission and staff recommended approval on April 2, 1997.
- 06/19/02 The City Council approved a Request for a Major Modification [Z-0020-97(33)] to the Las Vegas Medical District Plan to update and revise the Plan document, as part of the City's General Plan for the area bounded by Alta Drive to the north, Charleston Boulevard to the south, Martin L. King Boulevard to the east and Rancho Drive to the west. The Planning Commission and staff recommended approval on April 11, 2002.

- 11/17/04 The City Council approved a Request for a Major Modification MOD-5267 to the Las Vegas Medical District Plan in order to reduce height and setback restrictions on mixed-use developments, list them as a specific use on the table of permitted uses, provide for the incorporation of the live/work ordinance, and clarify the table of permitted uses to update terminology. The Planning Commission and staff recommended approval on October 21, 2004.
- 10/19/06 The Planning Commission recommended approval of companion items MOD-12919 and denial of SDR-12922 concurrently with this application.
- 10/19/06 The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item #15/ar).

B) *Pre-Application Meeting*

A pre-application meeting was held on March 21, 2006. Issues discussed included:

- The Department of Building and Safety indicated that a handicap accessible route would need to be shown to the right-of-way.
- A representative from the Traffic Division indicated that Project Neon could affect this site, and that a traffic study would be required.
- The Department of Public Works indicated that a Flood Study would be required because of the underground parking.
- The Planning Department informed the applicant of the Medical District Streetscape standards.

C) *Neighborhood Meetings*

A neighborhood meeting is not required for this application, nor was one held.

DETAILS OF APPLICATION REQUEST

A) *Site Area*

Gross Acres: 0.74 acres

B) *Existing Land Use*

Subject Property: Undeveloped
North: Clark County Health District warehouse
South: Parking lot
East: Apartments
West: Offices

C) *Planned Land Use*

Subject Property: UMC [MD-2 (Major Medical)]
North: UMC [MD-2 (Major Medical)]
South: UMC [MD-1 (Medical Support)]
East: UMC [HD (High Density Residential)]
West: UMC [P-O (Professional Office)]

D) *Existing Zoning*

Subject Property: PD (Planned Development)
North: PD (Planned Development)
South: PD (Planned Development)
East: PD (Planned Development)
West: PD (Planned Development)

E) *General Plan Compliance*

The subject site is located within the Southeast Sector of the General Plan. More specifically, the site is located within the Las Vegas Medical District Neighborhood Plan (LVMD), which is itself an element of the General Plan. This site is designated as MD-2 (Major Medical) within the LVMD. The Major Medical category is intended to allow the most intensive development within the LVMD. It is designed to allow major medical uses and office uses.

In terms of zoning, the site is zoned PD (Planned Development). The PD (Planned Development) zoning district is consistent with the General Plan designation and the proposed use shown on companion site plan SDR-12922 is a permitted use within the PD (Planned Development) zoning district.

<i>SPECIAL DISTRICTS/ZONES</i>	Yes	No
Special Area Plan	X	
Las Vegas Medical District	X	
Special Overlay District		X
Trails		X
Rural Preservation Neighborhood		X
County/North Las Vegas/HOA Notification		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

Las Vegas Medical District

The intent of the Las Vegas Medical District is to provide for future and continued development in this area of an interrelated and cohesive mix of uses in a manner that is safe, orderly, and manageable for pedestrians.

INTERAGENCY ISSUES

There are no interagency issues involved with this request.

ANALYSIS

A) *Zoning Code Compliance*

A1) Parking and Traffic Standards

Pursuant to the Las Vegas Medical District Plan, the following Parking Standards apply:

Uses	GFA	Ratio	Required Parking		Provided Parking	
			Regular	Handicap	Regular	Handicap
Medical Offices	9,350 SF.	One space for each 200 sf of gfa up to 2,000 sf, plus one space for each additional 175 sf	52			
30 Condominium Units		1 space per unit	30			
TOTAL			82	4	82	4

The proposed development complies with the parking standards of the Las Vegas Medical District Plan.

The Medical District Standards also require two bicycle parking spaces to be provided in conjunction with a medical office. The submitted site plan depicts 14 such spaces and thus complies with this portion of the standards.

Pursuant to Title 19.08, the following Standards apply:

Standards	Code Requirement	Provided
Trash Enclosure	50 Feet from residential	1,489 feet from residential

The trash enclosure meets the separation requirement of the zoning code.

B) General Analysis and Discussion

- Zoning

The proposed office use is consistent with the PD (Planned Development) Zoning District and the MD-1 (Medical Support) Las Vegas Medical District land-use designation.

- Use

Because the floor plans depict parking spaces at ground-level, the proposed development does not comply with the mixed-use standards of the Las Vegas Medical District Plan (page 12). These standards require that the office use shall be located at ground-level fronting the primary public right-of-way, and the primary entry way to that use shall be directly from and oriented to a street.

Because there is no hardship, which precludes compliance with these requirements, the recommendation for this application is denial.

FINDINGS

In order to approve a Special Use Permit application, per Title 19.18.060 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.”**

Because the floor plans depict parking spaces at ground-level, the proposed development does not comply with the mixed-use standards of the Las Vegas Medical District Plan (page 12).

2. **“The subject site is physically suitable for the type and intensity of land use proposed.”**

The site can accommodate the proposed mixed-use development.

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.”**

Adequate access to Desert Lane and Bearden Drive is depicted on the site. These adjacent roadways will not be adversely affected by this 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.”**

Approval of the use will not be inconsistent with the General Plan, nor will it compromise public health, safety, or welfare.

PLANNING COMMISSION ACTION

The Planning Commission concurred that the project is not designed to meet Medical District standards.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

19

ASSEMBLY DISTRICT 6

SENATE DISTRICT 3

NOTICES MAILED 72 by City Clerk

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-16246** APN: 139-33-402-021

Name of Property Owner: ATA AZALI

Name of Applicant: ATA AZALI

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

Yes

No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN:

Signature of Property Owner:

Print Name:

Subscribed and sworn before me

This 12th day of JUNE, 2020

Notary Public in and for said County and State



A.P.N. 138-33-402-001
JOHN C. WAMERHA
PD (P-0)

A.P.N. 138-33-402-011
JOHN C. WAMERHA
PD (P-0)

A.P.N. 138-33-402-019
JOHN C. WAMERHA
PD (P-0)

A.P.N. 138-33-402-020
UNIVERSITY BOARD OF REGENTS
PD (MD-1)

A.P.N. 138-33-402-022
UNIVERSITY BOARD OF REGENTS
PD (MD-2)

A.P.N. 138-33-402-021
CLARK COUNTY HEALTH DEPARTMENT
PD (MD-2)

EXISTING	PROPOSED	EXISTING	PROPOSED
1.0' WIDE	1.0' WIDE	1.0' WIDE	1.0' WIDE
2.0' WIDE	2.0' WIDE	2.0' WIDE	2.0' WIDE
3.0' WIDE	3.0' WIDE	3.0' WIDE	3.0' WIDE
4.0' WIDE	4.0' WIDE	4.0' WIDE	4.0' WIDE
5.0' WIDE	5.0' WIDE	5.0' WIDE	5.0' WIDE
6.0' WIDE	6.0' WIDE	6.0' WIDE	6.0' WIDE
7.0' WIDE	7.0' WIDE	7.0' WIDE	7.0' WIDE
8.0' WIDE	8.0' WIDE	8.0' WIDE	8.0' WIDE
9.0' WIDE	9.0' WIDE	9.0' WIDE	9.0' WIDE
10.0' WIDE	10.0' WIDE	10.0' WIDE	10.0' WIDE

EXISTING BEARDON DRIVE

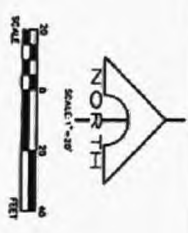
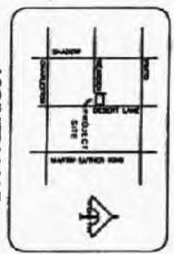
EXISTING DESERT LANE

DESERT LANE (PUBLIC)

- PROPOSED CONSTRUCTION**
- 1. PROPOSED 1.0' WIDE SIDEWALK (1.0' WIDE SIDEWALK)
 - 2. PROPOSED 2.0' WIDE SIDEWALK (2.0' WIDE SIDEWALK)
 - 3. PROPOSED 3.0' WIDE SIDEWALK (3.0' WIDE SIDEWALK)
 - 4. PROPOSED 4.0' WIDE SIDEWALK (4.0' WIDE SIDEWALK)
 - 5. PROPOSED 5.0' WIDE SIDEWALK (5.0' WIDE SIDEWALK)
 - 6. PROPOSED 6.0' WIDE SIDEWALK (6.0' WIDE SIDEWALK)
 - 7. PROPOSED 7.0' WIDE SIDEWALK (7.0' WIDE SIDEWALK)
 - 8. PROPOSED 8.0' WIDE SIDEWALK (8.0' WIDE SIDEWALK)
 - 9. PROPOSED 9.0' WIDE SIDEWALK (9.0' WIDE SIDEWALK)
 - 10. PROPOSED 10.0' WIDE SIDEWALK (10.0' WIDE SIDEWALK)

10/19/06 PC
SUP-16246

RECEIVED
AUG 29 2006



VICINITY MAP
SITE INFORMATION

OWNER'S DECLARATION
FULLSTONE TRUST
JEFF BELLINGER
DORAL DEVELOPMENT LLC
CHAD VELLINO, P.E.
CIVIL ENGINEER LLC
1415 S. VALLEY VIEW BLVD
LAS VEGAS, NV 89102
(702) 445-5555
FAX (702) 445-5575

SYMBOL LEGEND

- 1. PROPOSED 1.0' WIDE SIDEWALK (1.0' WIDE SIDEWALK)
- 2. PROPOSED 2.0' WIDE SIDEWALK (2.0' WIDE SIDEWALK)
- 3. PROPOSED 3.0' WIDE SIDEWALK (3.0' WIDE SIDEWALK)
- 4. PROPOSED 4.0' WIDE SIDEWALK (4.0' WIDE SIDEWALK)
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- 9. PROPOSED 9.0' WIDE SIDEWALK (9.0' WIDE SIDEWALK)
- 10. PROPOSED 10.0' WIDE SIDEWALK (10.0' WIDE SIDEWALK)

**DESERT LANE
MEDICAL OFFICE SPACE
& RESIDENTIAL CONDOMINIUMS**

SITE PLAN

REV	DATE	DESCRIPTION	APPROVAL
1	10/19/06	PC	

A.P.N. 139-33-002-001
701 SHADOW LLC
PD (NO-2)

A.P.N. 139-33-002-011
JOHN C. WAWERNA
PD (P-0)

A.P.N. 139-33-002-019
JOHN C. WAWERNA
PD (P-0)

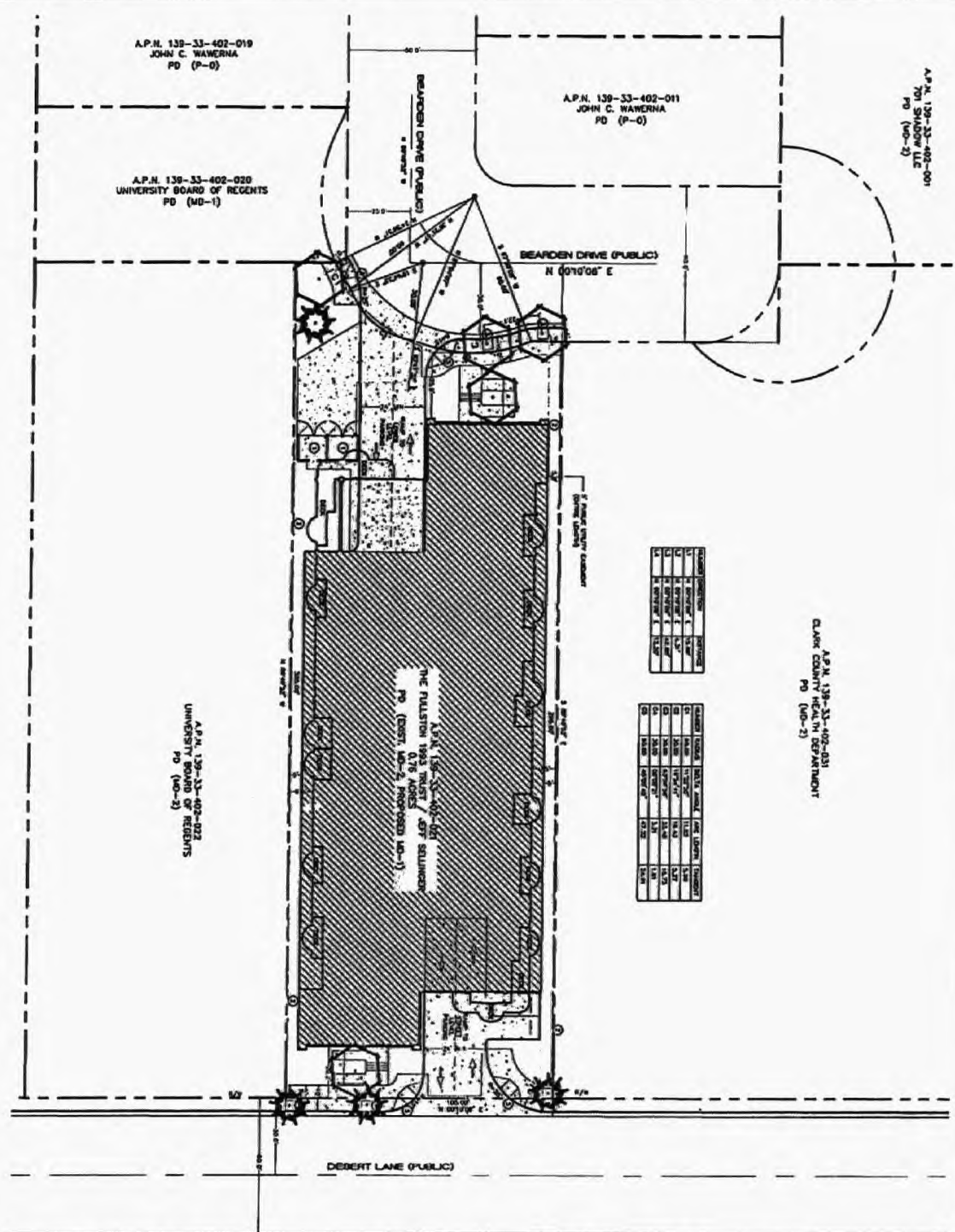
A.P.N. 139-33-002-020
UNIVERSITY BOARD OF REGENTS
PD (MD-1)

A.P.N. 139-33-002-031
CLARK COUNTY HEALTH DEPARTMENT
PD (NO-2)

A.P.N. 139-33-002-022
UNIVERSITY BOARD OF REGENTS
PD (NO-2)

LANDSCAPE	PLANTING
1. 1" x 1" x 1" x 1"	1. 1" x 1" x 1" x 1"
2. 1" x 1" x 1" x 1"	2. 1" x 1" x 1" x 1"
3. 1" x 1" x 1" x 1"	3. 1" x 1" x 1" x 1"
4. 1" x 1" x 1" x 1"	4. 1" x 1" x 1" x 1"
5. 1" x 1" x 1" x 1"	5. 1" x 1" x 1" x 1"
6. 1" x 1" x 1" x 1"	6. 1" x 1" x 1" x 1"
7. 1" x 1" x 1" x 1"	7. 1" x 1" x 1" x 1"
8. 1" x 1" x 1" x 1"	8. 1" x 1" x 1" x 1"
9. 1" x 1" x 1" x 1"	9. 1" x 1" x 1" x 1"
10. 1" x 1" x 1" x 1"	10. 1" x 1" x 1" x 1"

LANDSCAPE	PLANTING
1. 1" x 1" x 1" x 1"	1. 1" x 1" x 1" x 1"
2. 1" x 1" x 1" x 1"	2. 1" x 1" x 1" x 1"
3. 1" x 1" x 1" x 1"	3. 1" x 1" x 1" x 1"
4. 1" x 1" x 1" x 1"	4. 1" x 1" x 1" x 1"
5. 1" x 1" x 1" x 1"	5. 1" x 1" x 1" x 1"
6. 1" x 1" x 1" x 1"	6. 1" x 1" x 1" x 1"
7. 1" x 1" x 1" x 1"	7. 1" x 1" x 1" x 1"
8. 1" x 1" x 1" x 1"	8. 1" x 1" x 1" x 1"
9. 1" x 1" x 1" x 1"	9. 1" x 1" x 1" x 1"
10. 1" x 1" x 1" x 1"	10. 1" x 1" x 1" x 1"



SITE INFORMATION

GENERAL NOTES:
1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA MANUAL OF LANDSCAPE ARCHITECTURE.
2. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA MANUAL OF LANDSCAPE ARCHITECTURE.
3. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA MANUAL OF LANDSCAPE ARCHITECTURE.
4. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA MANUAL OF LANDSCAPE ARCHITECTURE.
5. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA MANUAL OF LANDSCAPE ARCHITECTURE.

PLANTING LEGEND

1" x 1" x 1" x 1"
1" x 1" x 1" x 1"
1" x 1" x 1" x 1"
1" x 1" x 1" x 1"
1" x 1" x 1" x 1"
1" x 1" x 1" x 1"
1" x 1" x 1" x 1"
1" x 1" x 1" x 1"
1" x 1" x 1" x 1"
1" x 1" x 1" x 1"

SYMBOL LEGEND

1" x 1" x 1" x 1"
1" x 1" x 1" x 1"
1" x 1" x 1" x 1"
1" x 1" x 1" x 1"
1" x 1" x 1" x 1"
1" x 1" x 1" x 1"
1" x 1" x 1" x 1"
1" x 1" x 1" x 1"
1" x 1" x 1" x 1"
1" x 1" x 1" x 1"

- PROPOSED CONSTRUCTION**
- 1. Proposed parking lot (100' x 100')
 - 2. Proposed parking lot (100' x 100')
 - 3. Proposed parking lot (100' x 100')
 - 4. Proposed parking lot (100' x 100')
 - 5. Proposed parking lot (100' x 100')
 - 6. Proposed parking lot (100' x 100')
 - 7. Proposed parking lot (100' x 100')
 - 8. Proposed parking lot (100' x 100')
 - 9. Proposed parking lot (100' x 100')
 - 10. Proposed parking lot (100' x 100')

SUP-16246
10/19/06 PC

AUG 23 2006

RECEIVED

PROJECT: DESERT LANE MEDICAL OFFICE SPACE & RESIDENTIAL CONDOMINIUMS SHEET TITLE: LANDSCAPE PLAN		OWNER/DEVELOPER: FULLSTONE TRUST, JEFF BELLINGER DORRAL DEVELOPMENT LLC. CHAD VELLINGA, P.E. CIVIL ENGINEER LLC.	DATE: 10/19/06 BY: [Signature]
---	--	---	---

The diagram is a site plan for an area bounded by Bearden Dr. at the top. A central road runs vertically, with traffic flow indicated by arrows pointing both up and down. On the left side of this road, there is a large parking lot with numbered stalls (1-18) and a building labeled 'Garage'. On the right side, there is another parking lot with numbered stalls (1-18) and a building labeled 'Public Storage'. A central road also runs horizontally, intersecting the vertical road. This horizontal road has a 'Garage' on its left side and a 'Public Storage' facility on its right side. A north arrow is located in the upper left corner of the plan.

STREET LEVEL - PARKING

SCALE 3/32" = 1'-0"

SITE AREA 21.083 +/- SQ.FT.
BUILDING FOOTPRINT 18.273 SQ.FT.
PROPOSED LOT COVERAGE 87.2%

STANDARD PARKING	40
HANDICAP PARKING	2
TOTAL PARKING LOWER LEVEL	42
TOTAL STANDARD PARKING	78
TOTAL HANDICAP PARKING	2
TOTAL PARKING	80
PERCENT PARKING IS TOTAL	
WORKING LEVEL PARKING IS TOTAL	

REQUIRED PARKING

MEDICAL OFFICE AREA

ONE SPACE FOR EVERY
608 SQ.FT. UP TO 2,000 SQ.FT. = 10 SPACES

ONE SPACE FOR EVERY
175 SQ.FT. OVER 2,000 SQ.FT.

$\frac{2,350}{175} = 13.42$ SPACES

TOTAL = 58 SPACES

CONDOMINIUMS 30 TOTAL UNITS.

ONE SPACE PER UNIT = 30 SPACES

TOTAL REQUIRED FOR BUILDING = 88 SPACES

PROVIDED 82 SPACES

PROVIDED 82 SPACES

SUP-16246
10/19/06 PC

RECEIVED

DATE
08/02/2006

AUG 23 2006 Drawing No.

A-1

PROPOSED NEW MEDICAL OFFICE / RESIDENCE
BUILDING FOR:
Alex Azali
Dorsal Development LLC.
PO Box 8155
Corpus Christi, Texas 78468

Medical Office /
Residence Building
728 Desert Lane
Las Vegas, Nevada 8901



LOT Design Group
Custom Design Service
LARRY O. THRODSSEN
22630-88th Avenue West
Edmonds, WA 98026-8237
Phone 425.640.8258 Cel 425.478.4814

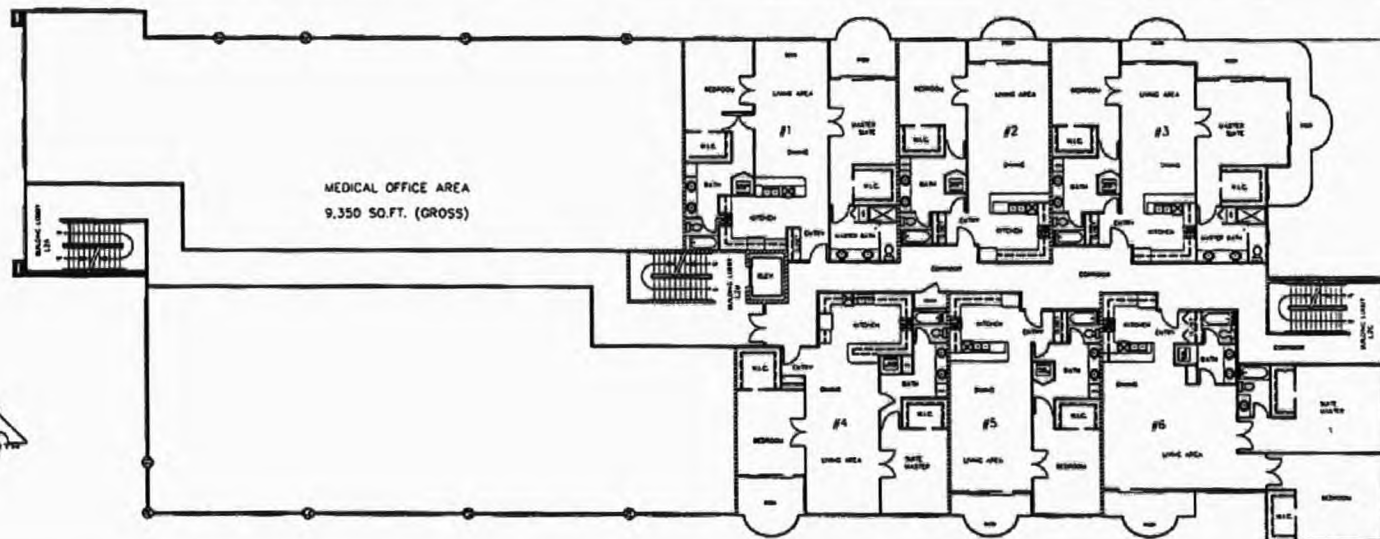


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AUG 23 2006

RECEIVED

LOT Design Group
Custom Design Service
LARRY O. THRONSEN
22620-68th Avenue West
Edmonds, WA. 98026-8232

BEARDEN DR.



MEDICAL OFFICE AREA
9,350 SQ.FT. (GROSS)

SECOND LEVEL - MEDICAL OFFICES - CONDOMINIUMS

SCALE 3/32" = 1'-0"

REQUIRED PARKING

9,350 SQ.FT. MEDICAL OFFICE AREA
6 CONDOMINIUMS UNITS

MEDICAL OFFICE AREA:

ONE SPACE FOR EVERY
200 SQ.FT. UP TO 2,000 SQ.FT. = 10 SPACES

ONE SPACE FOR EVERY
175 SQ.FT. OVER 2,000 SQ.FT.

$7,350 / 175 = 42 \text{ SPACES}$

TOTAL = 52 SPACES

CONDOMINIUMS 30 TOTAL UNITS:

ONE SPACE PER UNIT = 30 SPACES

TOTAL REQUIRED FOR BUILDING = 82 SPACES

PROVIDED 82 SPACES

DESERT LN.



RECEIVED

SUP-16246
10/19/06 PC

AUG 23 2006

LOT Design Group
Custom Design Service
LARRY O. THRONDSSEN
2250-48th Avenue West
Edmonds, WA 98026-4279
Phone 425 845 8328 Cell 425 452 4214



Medical Office /
Residence Building
728 Desert Lane
Las Vegas, Nevada 8901

PROPOSED NEW MEDICAL OFFICE / RESIDENCE
BUILDING FOR:
Alex Azali
Dorsal Development LLC.
PO Box 8155
Corpus Christi, Texas 78468

CONTENTS

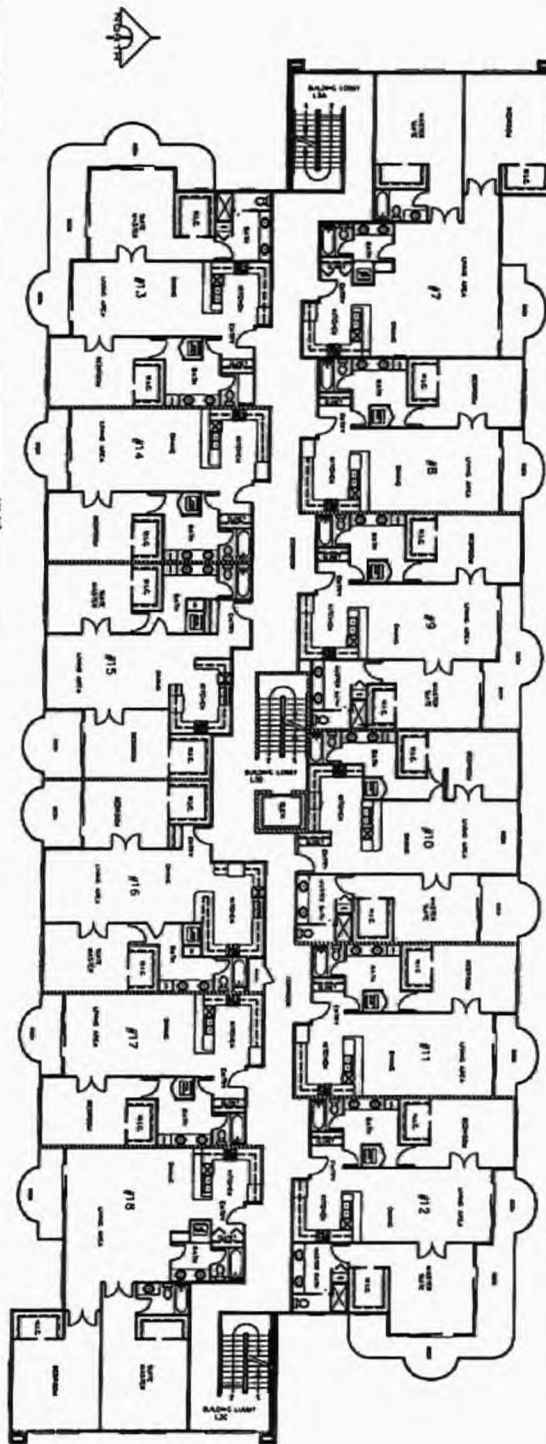


DATE
08/02/2006

Drawing No.

A-3

BEARDEN DR.



THIRD LEVEL - CONDOMINIUMS

SCALE 3/32" = 1'-0"

12 CONDOMINIUMS UNITS

REQUIRED PARKING
 MEDICAL OFFICE AREA
 ONE SPACE FOR EVERY
 200 SQ.FT. UP TO 2,000 SQ.FT. = 10 SPACES
 ONE SPACE FOR EVERY
 175 SQ.FT. OVER 2,000 SQ.FT.
 TOTAL = 52 SPACES
 CONDOMINIUMS 30 TOTAL UNITS
 ONE SPACE PER UNIT = 30 SPACES
 TOTAL, REQUIRED FOR BUILDING = 82 SPACES
 PROVIDED 82 SPACES

DESERT LN.

SUP-16246
 10/19/06 PC

RECEIVED

AUG 23 2006



CONTENTS

PROPOSED NEW MEDICAL OFFICE / RESIDENCE
 BUILDING FOR:
 Alex Azali
 Dorsal Development LLC
 PO Box 8155
 Corpus Christi, Texas 78468

Medical Office /
 Residence Building
 728 Desert Lane
 Las Vegas, Nevada 8901

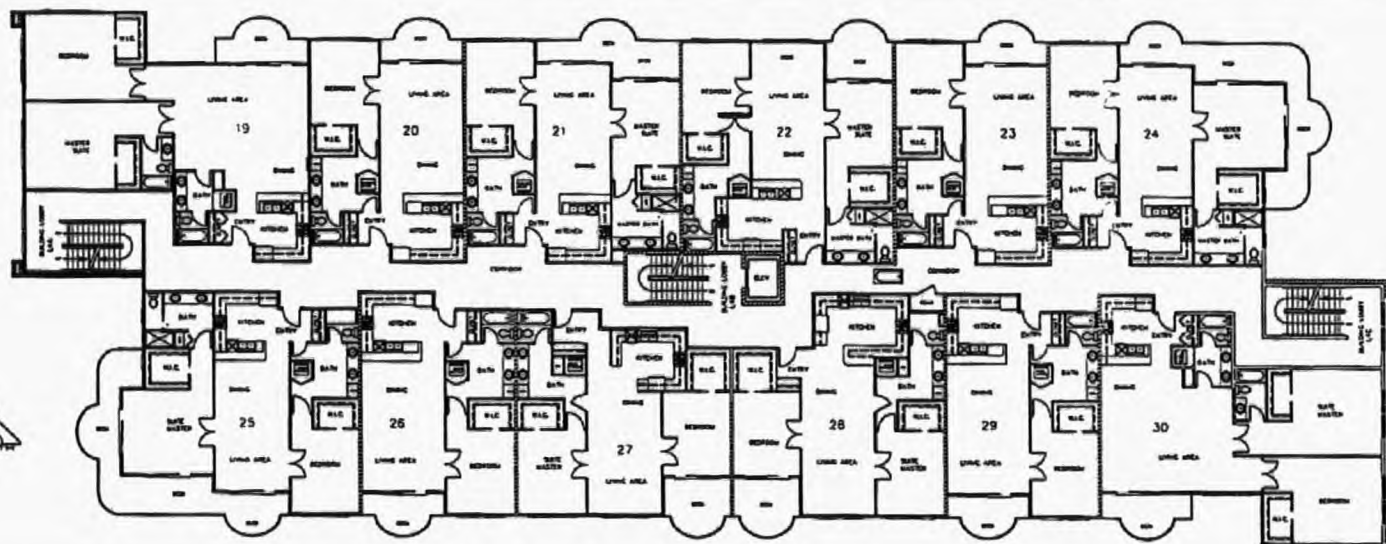


LOT Design Group
 Custom Design Service
LARRY O. THRONDSSEN
 21626 88th Avenue West
 Edmonds, WA, 98026-8232
 Phone 425.640.8258 Cell 425.478.4814

DATE
 08/02/2006

Drawing No.
 A-4

BEARDEN DR.



DESERT LN.

FOURTH LEVEL - CONDOMINIUMS

SCALE 3/32" = 1'-0"

REQUIRED PARKING

MEDICAL OFFICE AREA:
 ONE SPACE FOR EVERY
 200 SQ.FT. UP TO 2,000 SQ.FT. = 10 SPACES
 ONE SPACE FOR EVERY
 175 SQ.FT. OVER 2,000 SQ.FT.
 $\frac{7,350}{175} = 42$ SPACES
 TOTAL = 52 SPACES

CONDOMINIUMS 30 TOTAL UNITS:
 ONE SPACE PER UNIT = 30 SPACES
 TOTAL REQUIRED FOR BUILDING = 82 SPACES

PROVIDED 82 SPACES

12 CONDOMINIUMS UNITS

RECEIVED

SUP-16246
 10/19/06 PC

AUG 2 2006

LOT Design Group
 Custom Design Service
 LARRY O. THROSEN
 22015-81st Avenue West
 Edmonds, WA 98026-8232
 Phone 425.648.2158 Cell 425.472.4814



Medical Office /
 Residence Building
 728 Desert Lane
 Las Vegas, Nevada 8901

PROPOSED NEW MEDICAL OFFICE / RESIDENCE
 BUILDING FOR:
 Alex Azali
 Dorso Development LLC.
 PO Box 8155
 Corpus Christi, Texas 78468

CONTENTS

DATE
 08/02/2006

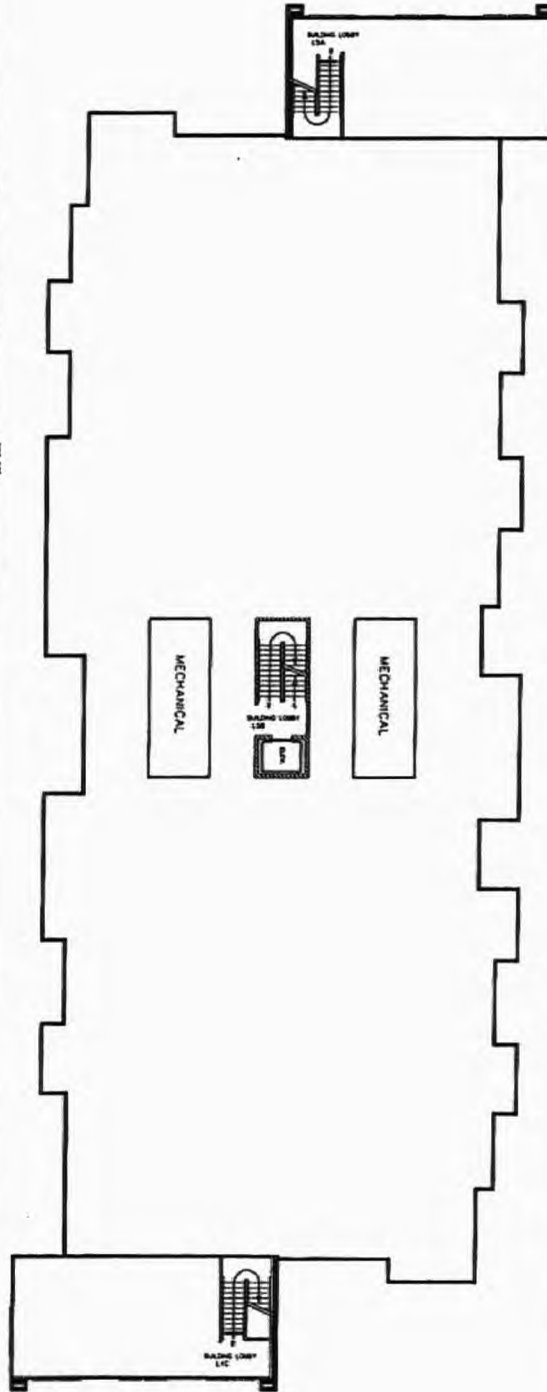
Drawing No.

A-5

BEARDEN DR.



371.00'



105.00'

DESERT LN.

FIFTH LEVEL - ROOF DECK LEVEL
14,864 SQ. FT. ROOF DECK AREA
616 SQ. FT. MECHANICAL AREA
SCALE 3/32" = 1'-0"



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SUP-16246 AUG 23 2006

10/19/06 PC

CONTENTS

PROPOSED NEW MEDICAL OFFICE / RESIDENCE
BUILDING FOR:
Alex Azali
Dorsal Development LLC.
PO Box 8155
Corpus Christi, Texas 78468

Medical Office /
Residence Building
728 Desert Lane
Las Vegas, Nevada 8901



LOT Design Group
Custom Design Service
LARRY O. THRONDSSEN
32630-62th Avenue West
Edmonds, WA 98026-8232
Phone 425.640.8258 Cell 425.478.4814

DATE
08/02/2006

Drawing No.

A-6

Chad Vellinga, PE
Civil Engineer LLC

3445 S Valley View Blvd
Las Vegas, NV 89102

(702) 400-5560
(702) 949-2901 fax
cvcivil@yahoo.com

August 23, 2006

City of Las Vegas
Current Planning
731 S. Fourth Street
Las Vegas, NV 89101

RE: JUSTIFICATION LETTER
SPECIAL USE PERMIT
DESERT LANE MEDICAL OFFICES & RESIDENTIAL CONDOMINIUMS

Dear Current Planning,

The owners and applicant of the property located at 728 Desert Lane also identified as APN: 139-33-402-021, have requested that we present and submit this application for a Special Use Permit to allow 30 single family residential condominium units. The proposed Mixed Use project will also include 9,350 sq-ft of Medical Office Space.

A Major Modification Application, MOD 12919, has previously been submitted requesting a zone change from MD-2 to MD-1. The proposed MD-1 zoning will allow for residential condominiums per the Las Vegas Medical District Plan provided they are part of a mixed use development and the units are located on a second or successive floor. The proposed development satisfies these criteria and is in conformance to the Las Vegas Medical District Plan.

Please note that building floor plans and elevations have been modified and are different than what was shown in the previous applications, (SDR 12922, & MOD 12919). We will be using these drawings at all public hearings, and we request that you update the drawings in the previous applications to be consistent with this application. These changes make better use of the site, and improve the parking. In fact, a parking waiver will no longer be required.

If you have any questions please do not hesitate to call.

Sincerely,



Chad Vellinga, P.E.

RECEIVED
AUG 23 2006

SUP-16246
10/19/06 PC

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-12919 AND SUP-16246

SDR-12922 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DORSAL DEVELOPMENT, LLC - OWNER: FULSTONE 1993 TRUST AND JEFF SELLINGER - Request for a Site Development Plan Review FOR A PROPOSED FIVE-STORY MIXED-USE DEVELOPMENT CONSISTING OF 24 RESIDENTIAL CONDOMINIUM UNITS AND 13,465 SQUARE FEET OF MEDICAL OFFICE SPACE on 0.74 acres at 728 Desert Lane (APN 139-33-402-021), PD (Planned Development) Zone [MD-2 (Major Medical) Las Vegas Medical District Special Land Use Designation] [PROPOSED: MD-1 (Medical Support) Las Vegas Medical District Special Land Use Designation], Ward 5 (Weekly). NOTE: This application has been amended from 24 Residential Condominium Units to 30 Residential Condominium Units and from 13,465 square feet of Medical Office space to 9,350 square feet of Medical Office space. The Planning Commission (7-0 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter

Motion made by GARY REESE to Withdraw without Prejudice Item 91 [SUP-16246], Item 92 [SDR-12922], Item 93 [ZON-15031], Item 94 [SDR-15030]; HOLD IN ABEYANCE Item 100 [VAR-16505], Item 118 [SUP-17729], Item 119 [SDR-17731] and Item 124 [ROC-18341] to 1/17/2007; Item 105 [SDR-17298] to 2/07/2007; STRIKE Item 103 [SDR-15747]; TABLE Item 102 [RQR-17098], Item 117 [RQR-17518] and Item 123 [VAC-16295]

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

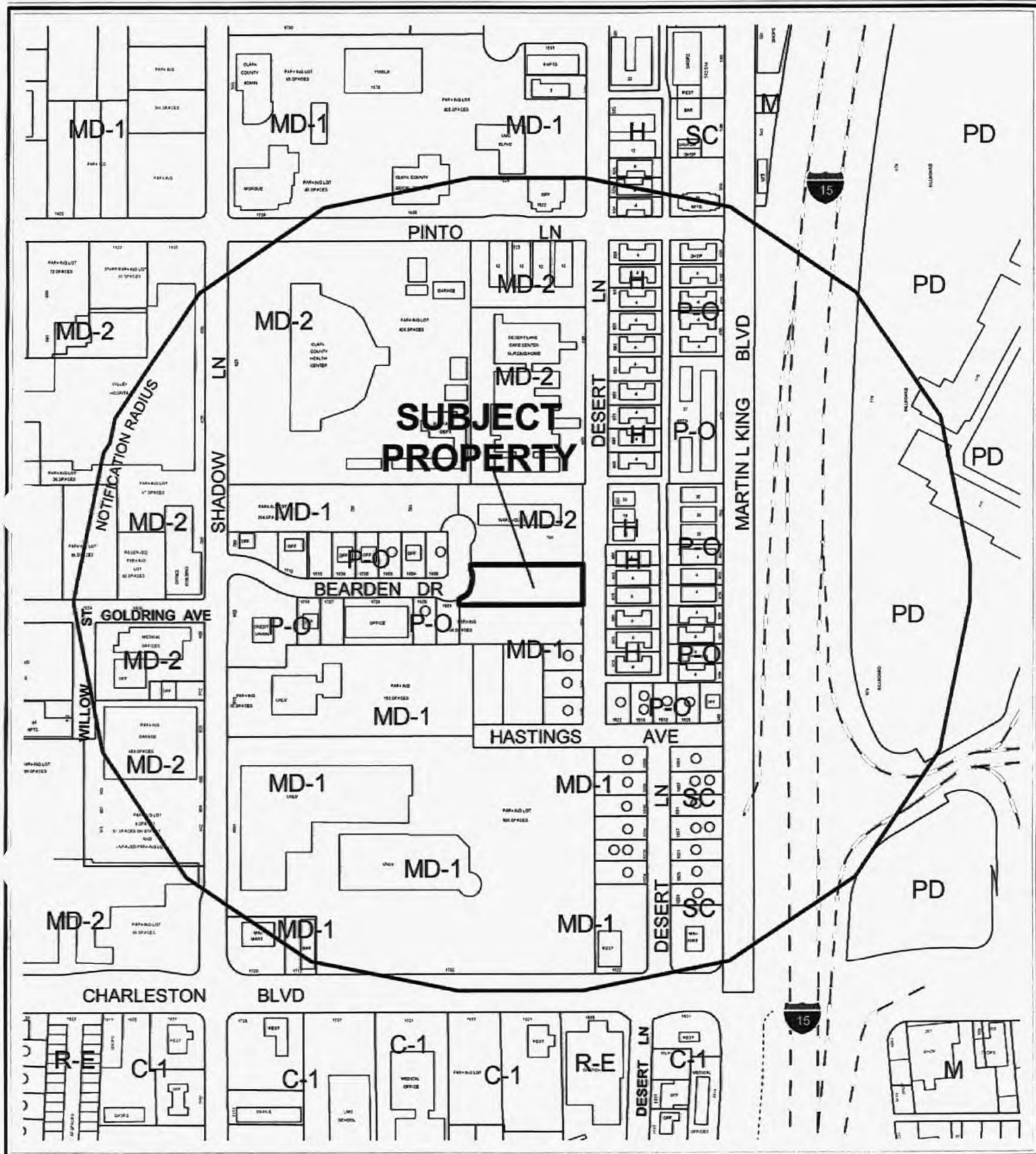
LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

CITY COUNCIL MEETING OF: JANUARY 03, 2007

Minutes:

See Item 79 for related discussion.





CASE: SDR-12922

RADIUS: 1000 FT

SPECIAL LAND USE DESIGNATION OF SUBJECT PROPERTY:

MD-2 (MAJOR MEDICAL)

PROPOSED SPECIAL LAND USE DESIGNATION OF SUBJECT PROPERTY:

MD-1 (MEDICAL SUPPORT)

0 400 800 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 3, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: SDR-12922 - APPLICANT: DORSAL DEVELOPMENT, LLC -
OWNER: FULSTONE 1993 TRUST AND JEFF SELLINGER**

THIS ITEM WAS HELD IN ABEYANCE FROM THE DECEMBER 20, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend DENIAL.

Planning and Development

1. 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.
2. All development shall be in conformance with the site plan and landscape plans, date stamped 08/23/06, and building elevations, date stamped 05/08/06, except as amended by conditions herein.
3. 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.
4. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).
5. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.
6. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers
7. Prospective buyers shall be informed that views may be obscured by future adjacent development and this information shall be included in project CC & R's.

8. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department 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.
9. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

10. Prior to submittal of any construction drawings or Maps subdividing this site, or any further actions, coordinate with the City Engineer to discuss the potential extension of Bearden Drive through this site.
11. Construct all incomplete half-street improvements on Bearden Drive and Desert Lane adjacent to this site 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.
12. Remove all substandard public street improvements, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.
13. Grant pedestrian walkway easements for all public sidewalks not located within public right-of-way along Bearden Drive.
14. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing drainage paths for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainage ways as recommended.
15. All landscaping and private improvements (including trash enclosures) installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.
16. Site development to comply with all applicable conditions of approval for Z-20-97 and all other applicable site-related actions.

**** STAFF REPORT ****

APPLICATION REQUEST

This is a request for a Site Development Plan Review for a proposed five-story, mixed-use development consisting of 30 residential condominium units and 9,350 square feet of medical office space on 0.74 acres at 728 Desert Lane.

EXECUTIVE SUMMARY

Because the floor plans depict parking spaces at ground-level, the proposed development does not comply with the mixed-use standards of the Las Vegas Medical District Plan (page 12). These standards require that the office use shall be located at ground-level fronting the primary public right-of-way, and the primary entry way to that use shall be directly from and oriented to a street.

Because there is no hardship, which precludes compliance with these requirements, the recommendation for the subject application is for denial.

BACKGROUND INFORMATION

A) *Previous Actions*

- 05/27/97 The City Council approved a Request for Rezoning (Z-0020-97) on properties located between Alta Drive and Charleston Boulevard and Martin L. King Boulevard and Rancho Drive from R-1 (Single Family Residential), R-3 (Medium Density Residential), R-4 (High Density Residential), R-5 (Apartment), R-E (Residence Estates), P-R (Professional Offices and Parking), C-1 (Limited Commercial), C-2 (General Commercial), and C-V (Civic) to PD (Planned Development) on 171 acres. The Planning Commission and staff recommended approval on April 2, 1997.
- 06/19/02 The City Council approved a Request for a Major Modification [Z-0020-97(33)] to the Las Vegas Medical District Plan to update and revise the Plan document, as part of the City's General Plan for the area bounded by Alta Drive to the north, Charleston Boulevard to the south, Martin L. King Boulevard to the east and Rancho Drive to the west. The Planning Commission and staff recommended approval on April 11, 2002.

- 11/17/04 The City Council approved a Request for a Major Modification MOD-5267 to the Las Vegas Medical District Plan in order to reduce height and setback restrictions on mixed-use developments, list them as a specific use on the table of permitted uses, provide for the incorporation of the live/work ordinance, and clarify the table of permitted uses to update terminology. The Planning Commission and staff recommended approval on October 21, 2004.
- 10/19/06 The Planning Commission recommended approval of companion items MOD-12922 and denial of SUP-16246 concurrently with this application.
- 10/19/06 The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item #16/ar).

B) *Pre-Application Meeting*

A pre-application meeting was held on March 21, 2006. Issues discussed included:

- The Department of Building and Safety indicated that a handicap accessible route would need to be shown to the right-of-way
- A representative of the Traffic Division indicated that Project Neon could affect this site, and that a traffic study would be required.
- The Department of Public Works indicated that a Flood Study would be required because of the underground parking.
- The Planning Department informed the applicant of the Medical District Streetscape standards.

C) *Neighborhood Meetings*

A neighborhood meeting is not required for this application, nor was one held.

DETAILS OF APPLICATION REQUEST

A) *Site Area*

Gross Acres: 0.74 acres

B) *Existing Land Use*

Subject Property: Undeveloped
North: Clark County Health District warehouse
South: Parking lot
East: Apartments
West: Offices

C) *Planned Land Use*

Subject Property: UMC [MD-2 (Major Medical)]
North: UMC [MD-2 (Major Medical)]
South: UMC [MD-1 (Medical Support)]

East: UMC [HD (High Density Residential)]
West: UMC [P-O (Professional Office)]

- D) Existing Zoning
Subject Property: PD (Planned Development)
North: PD (Planned Development)
South: PD (Planned Development)
East: PD (Planned Development)
West: PD (Planned Development)

E) General Plan Compliance

The subject site is located within the Southeast Sector of the General Plan. More specifically, the site is located within the Las Vegas Medical District Neighborhood Plan (LVMD), which is itself an element of the General Plan. This site is designated as MD-2 (Major Medical) within the LVMD. The Major Medical category is intended to allow the most intensive development within the LVMD. It is designed to allow major medical uses and office uses.

In terms of zoning, the site is zoned PD (Planned Development). The PD (Planned Development) zoning district is consistent with the General Plan designation and the proposed use shown on companion site plan SDR-12922 is a permitted use within the PD (Planned Development) zoning district.

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan	X	
Las Vegas Medical District	X	
Special Overlay District		X
Trails		X
Rural Preservation Neighborhood		X
County/North Las Vegas/HOA Notification		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

Las Vegas Medical District

The intent of the Las Vegas Medical District is to provide for future and continued development in this area of an interrelated and cohesive mix of uses in a manner that is safe, orderly, and manageable for pedestrians.

INTERAGENCY ISSUES

There are no interagency issues involved with this request.

PROJECT DESCRIPTION

The applicant proposes a five-story, mixed-use development consisting of 30 residential condominium units and 9,350 square feet of medical office space on the subject 0.74 acres. Access to the site is provided by driveways to Desert Lane and Bearden Drive. Parking is provided on a below-grade level and on a street-grade level. Landscaping with 24-inch box trees is shown at the vehicular entrances. The elevations drawings depict a 55-foot tall structure with a stucco exterior and stone veneer accents.

ANALYSIS

A) *Zoning Code Compliance*

A1) Development Standards

Pursuant to the Las Vegas Medical District Plan, the following Development Standards apply:

Standards	Required	Provided	Compliance
Min. Lot Size	N/A	0.75 Acres	Y
Min. Lot Width	N/A	100 Feet	Y
Min. Setbacks			
• Front	N/A	15 Feet	Y
• Side	N/A	10 Feet	Y
• Rear	N/A	15 Feet	Y
Max. Lot Coverage	N/A	46 %	Y
Max. Building Height	N/A	5 Stories/55 Feet	Y
Trash Enclosure	50 Feet from residential	1,489 feet from residential	Y
Loading Zone	N/A	No	Y
Mech. Equipment	Screened	Screened	Y

The proposed development meets the standards of the Medical District Plan.

A2) Residential Adjacency Standards

Pursuant to the Las Vegas Medical District Plan, mixed-use projects are exempt from the Residential Adjacency Standards.

A3) Parking and Traffic Standards

Pursuant to the Las Vegas Medical District Plan, the following Parking Standards apply:

Uses	GFA	Ratio	Required Parking		Provided Parking	
			Regular	Handicap	Regular	Handicap
Medical Offices	9,350 SF.	One space for each 200 sf of gfa up to 2,000 sf, plus one space for each additional 175 sf	52			
30 Condominium Units		1 space per unit	30			
TOTAL			82	3	82	4

The proposed development complies with the parking standards of the Las Vegas Medical District Plan.

The Medical District Standards also require two bicycle parking spaces to be provided in conjunction with a medical office. The submitted site plan depicts 14 such spaces and thus complies with this portion of the standards.

A4) Landscape and Open Space Standards

Pursuant to the Las Vegas Medical District Plan, the following Landscape Standards apply:

Standards	Required		Provided
	Ratio	Trees	
Buffer:			
• Min. Trees	1 Trees/Linear Feet	7 Trees	7 Trees
• Min. Zone Width			
Desert Lane	5 to 15 Feet		15 Feet
Bearden Drive	5 to 15 Feet		15 Feet
North property line	5 Feet		5 Feet
South property line	5 Feet		5 Feet

The proposed site plan meets the landscaping standards of the Medical District plan.

The Medical District Plan requires Desert Lane and Bearden Drive to have streetscape treatments which consist of a five to 15-foot wide landscape planter, and ten-foot wide public sidewalk. The submitted site plan depicts compliance with this standard along both adjacent streets.

B) *General Analysis and Discussion*

- Zoning

The proposed office use is consistent with the PD (Planned Development) zoning district and the MD-1 (Medical Support) Las Vegas Medical District land use designation.

- Site Plan

The site plan complies with the standards of the Las Vegas Medical District.

- Waivers

No waivers are required in conjunction with this application.

- Landscape Plan

The width of the planters and the size and locations of the trees comply with the landscape standards of the Medical District Plan.

- Elevation

The proposed materials and architectural articulation are in compliance with the standards of the Medical District Plan.

- Floor Plan

Because the floor plans depict parking spaces at ground-level, the proposed development does not comply with the mixed-use standards of the Las Vegas Medical District Plan (page 12). These standards require that the office use shall be located at ground-level fronting the primary public right-of-way, and the primary entry way to that use shall be directly from and oriented to a street.

Because there is no hardship, which precludes compliance with these requirements, the recommendation for this application is denial.

FINDINGS

In order to approve a Site Development Plan application, per Title 19.18.050 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 development and the surrounding area.

2. **"The proposed development is consistent with the General Plan, Title 19, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted City Plans, policies and Standards;"**

The setbacks and landscaping as proposed comply with the Medical District plan and Title 19.

Because the floor plans depict parking spaces at ground-level, the proposed development does not comply with the mixed-use standards of the Las Vegas Medical District Plan (page 12).

3. **"Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;"**

Adequate access to Desert Lane and Bearden Drive is depicted on the site. These adjacent roadways will not be adversely impacted by this development.

4. **"Building and landscape materials are appropriate for the areas and for the City;"**

Building and landscape materials are appropriate for the area.

5. **"Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;"**

Building design and architectural features will be harmonious and compatible with surrounding development.

The Las Vegas Medical District Plan standards require that the office use shall be located at ground-level fronting the primary public right-of-way, and the primary entry way to that use shall be directly from and oriented to a street. The floor plans depict parking spaces at ground-level and do not comply with this standard.

6. **“Appropriate measures are taken to secure and protect the public health, safety and general welfare.”**

The site will be subject to inspections and will not compromise public health and safety.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

ASSEMBLY DISTRICT 6

SENATE DISTRICT 3

NOTICES MAILED 70 by Planning Department

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-12922** APN: 139-33-402-021

Name of Property Owner: The Fullstone 1993 Trust (50%) / Jeff Sellinger (50%)

Name of Applicant: Dorsal Development LLC.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: N/A

Partner(s): N/A

APN: N/A

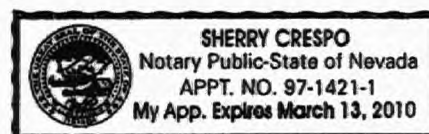
Signature of Property Owner: _____

Print Name: JEFF SELLINGER

Subscribed and sworn before me

This 10th day of APRIL, 2006

Sherry Crespo
Notary Public in and for said County and State





PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

SDR-12922

Case Number: _____ APN: 139-33-402-021

Name of Property Owner: The Fullstone 1993 Trust (50%) / Jeff Sellinger (50%)

Name of Applicant: Dorsal Development LLC.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: N/A

Partner(s): N/A

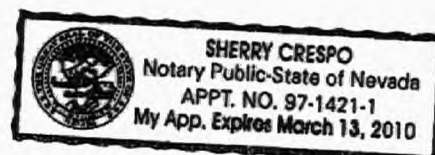
APN: N/A

Signature of Property Owner: _____

Print Name: ROBERT FULSTONE

Subscribed and sworn before me

This 19th day of April, 2006
Sherry Crespo
Notary Public in and for said County and State



A.P.N. 139-33-402-001
JOHN C. WAWERHA
PO (P-0)

A.P.N. 139-33-402-011
JOHN C. WAWERHA
PO (P-0)

A.P.N. 139-33-402-019
JOHN C. WAWERHA
PO (P-0)

A.P.N. 139-33-402-020
UNIVERSITY BOARD OF REGENTS
PO (MD-1)

A.P.N. 139-33-402-031
CLARK COUNTY HEALTH SERVICES
PO (MD-2)

A.P.N. 139-33-402-022
UNIVERSITY BOARD OF REGENTS
PO (MD-2)

A.P.N. 139-33-402-003
THE FULLSTONE TRUST
PO (DISTR. MD-2, PROPOSED MD-3)

NO.	DESCRIPTION	DATE	BY
1	DESIGN	10/19/06	PC
2	REVISION	10/19/06	PC
3	REVISION	10/19/06	PC

NO.	DESCRIPTION	DATE	BY
4	DESIGN	10/19/06	PC
5	REVISION	10/19/06	PC
6	REVISION	10/19/06	PC

DESERT LANE (PUBLIC)

- PROPOSED CONSTRUCTION**
- 1. IMPROVING EXISTING 2-4" WATER MAINS, 10'-0" DIA. (10'-0" DIA.)
 - 2. IMPROVING 4" DIA. WATER MAINS, 10'-0" DIA. (10'-0" DIA.)
 - 3. THE WORK OF 4" DIA. WATER MAINS, 10'-0" DIA. (10'-0" DIA.)
 - 4. IMPROVING 4" DIA. WATER MAINS, 10'-0" DIA. (10'-0" DIA.)

SYMBOL	LEGEND
[Symbol]	EXISTING 4" DIA. WATER MAIN
[Symbol]	EXISTING 6" DIA. WATER MAIN
[Symbol]	EXISTING 8" DIA. WATER MAIN
[Symbol]	EXISTING 10" DIA. WATER MAIN
[Symbol]	EXISTING 12" DIA. WATER MAIN
[Symbol]	EXISTING 14" DIA. WATER MAIN
[Symbol]	EXISTING 16" DIA. WATER MAIN
[Symbol]	EXISTING 18" DIA. WATER MAIN
[Symbol]	EXISTING 20" DIA. WATER MAIN
[Symbol]	EXISTING 22" DIA. WATER MAIN
[Symbol]	EXISTING 24" DIA. WATER MAIN
[Symbol]	EXISTING 26" DIA. WATER MAIN
[Symbol]	EXISTING 28" DIA. WATER MAIN
[Symbol]	EXISTING 30" DIA. WATER MAIN
[Symbol]	EXISTING 32" DIA. WATER MAIN
[Symbol]	EXISTING 34" DIA. WATER MAIN
[Symbol]	EXISTING 36" DIA. WATER MAIN
[Symbol]	EXISTING 38" DIA. WATER MAIN
[Symbol]	EXISTING 40" DIA. WATER MAIN
[Symbol]	EXISTING 42" DIA. WATER MAIN
[Symbol]	EXISTING 44" DIA. WATER MAIN
[Symbol]	EXISTING 46" DIA. WATER MAIN
[Symbol]	EXISTING 48" DIA. WATER MAIN
[Symbol]	EXISTING 50" DIA. WATER MAIN

PLANTING LEGEND

1. 4" DIA. WATER MAIN

2. 6" DIA. WATER MAIN

3. 8" DIA. WATER MAIN

4. 10" DIA. WATER MAIN

5. 12" DIA. WATER MAIN

6. 14" DIA. WATER MAIN

7. 16" DIA. WATER MAIN

8. 18" DIA. WATER MAIN

9. 20" DIA. WATER MAIN

10. 22" DIA. WATER MAIN

11. 24" DIA. WATER MAIN

12. 26" DIA. WATER MAIN

13. 28" DIA. WATER MAIN

14. 30" DIA. WATER MAIN

15. 32" DIA. WATER MAIN

16. 34" DIA. WATER MAIN

17. 36" DIA. WATER MAIN

18. 38" DIA. WATER MAIN

19. 40" DIA. WATER MAIN

20. 42" DIA. WATER MAIN

21. 44" DIA. WATER MAIN

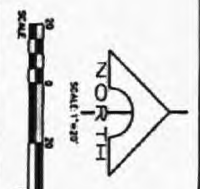
22. 46" DIA. WATER MAIN

23. 48" DIA. WATER MAIN

24. 50" DIA. WATER MAIN

SITE INFORMATION

MAINTENANCE MAP



MOD-12919 SDR-12922

VAR-12925 REVISED

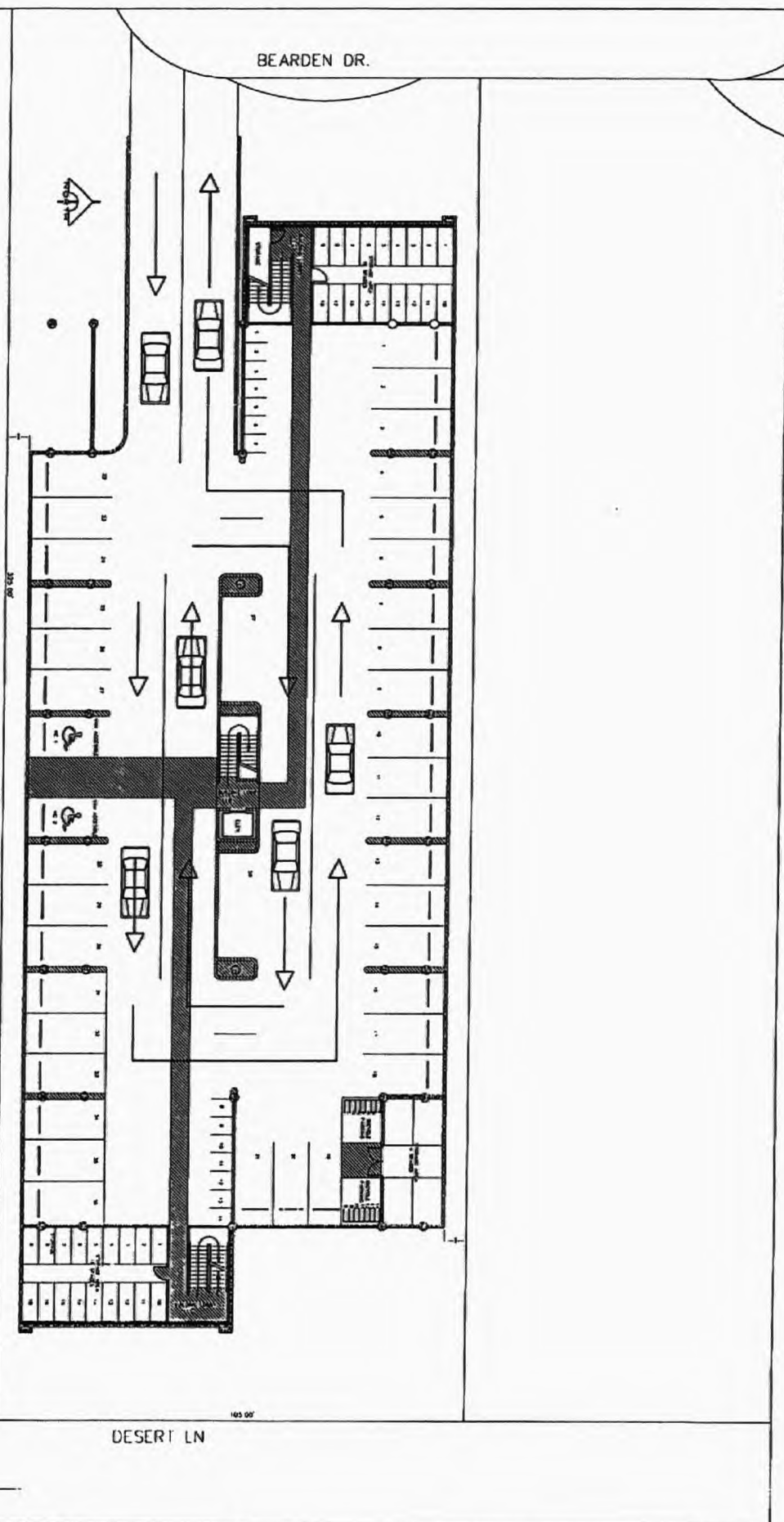
10/19/06 PC

AUG 23 2006 - 1

DESERT LANE
MEDICAL OFFICE SPACE
& RESIDENTIAL CONDOMINIUMS
LANDSCAPE PLAN

UNION, MARYLAND
FULLSTONE TRUST
JEFF BELLINGER
DONALD DEVELOPMENT LLC.
CHAD VELLINGA, P.E.
CIVIL ENGINEER LLC.

NO.	DESCRIPTION	DATE	BY
1	DESIGN	10/19/06	PC
2	REVISION	10/19/06	PC
3	REVISION	10/19/06	PC



REQUIRED PARKING

MEDICAL OFFICE AREA

ONE SPACE PER EVERY
600 SQ.FT. UP TO 2,000 SQ.FT. = 10 SPACES

ONE SPACE PER EVERY
1,75 SQ.FT. OVER 2,000 SQ.FT.

2,250 / 175 = 12.85 SPACES

TOTAL = 32 SPACES

COMMONHJMS 30 TOTAL UNITS.

ONE SPACE PER UNIT = 30 SPACES

TOTAL REQUIRED FOR BUILDING = 82 SPACES

PROVIDED 82 SPACES

SITE AREA 11,653 +/- SQ. FT.
BUILDING FOOTPRINT 18,273 SQ. FT.
PROPOSED LOT COVERAGE 57.78%

[illegible]

RECEIVED

DATE
08/02/2006

AUG 23 2005 Drawing No.

MOD-12919 SDR-12922

VAR-12925 REVISED

10/19/06 PC

PROPOSED NEW MEDICAL OFFICE / RESIDENCE
BUILDING FOR:
Alex Azali
Dorsal Development LLC.
PO Box 8155
Corpus Christi, Texas 78468

Medical Office /
Residence Building
728 Desert Lane
Las Vegas, Nevada 8901



LOT Design Group
Custom Design Service
LARRY O. THRONSDEN
22630-48th Avenue West
Edmonds WA 98026-8732
Phone 425 540 8258 Cell 425 428 4916



DESERT LN

SCALE 3/32" = 1'-0"

THE AREA BETWEEN 0'-54" BUILDING FOOTPRINT 18.273 54" PROPOSED LOT CORNER 37 308

THE AREA BETWEEN 0'-54" BUILDING FOOTPRINT 18.273 54" PROPOSED LOT CORNER 37 308

PROPOSED BUILDING HEIGHT 55'

8,150 SOFT WOODS OFFICE AND
20 CONDORUMS UNITS TOTAL

M

171

✓

1

AUG 23 2006

12925 REV

10/19/06 PC

RECEIVED

DATE _____

08/02/2006

Drawing No.

A-2

PROPOSED NEW MEDICAL OFFICE / RESIDENCE
BUILDING FOR:

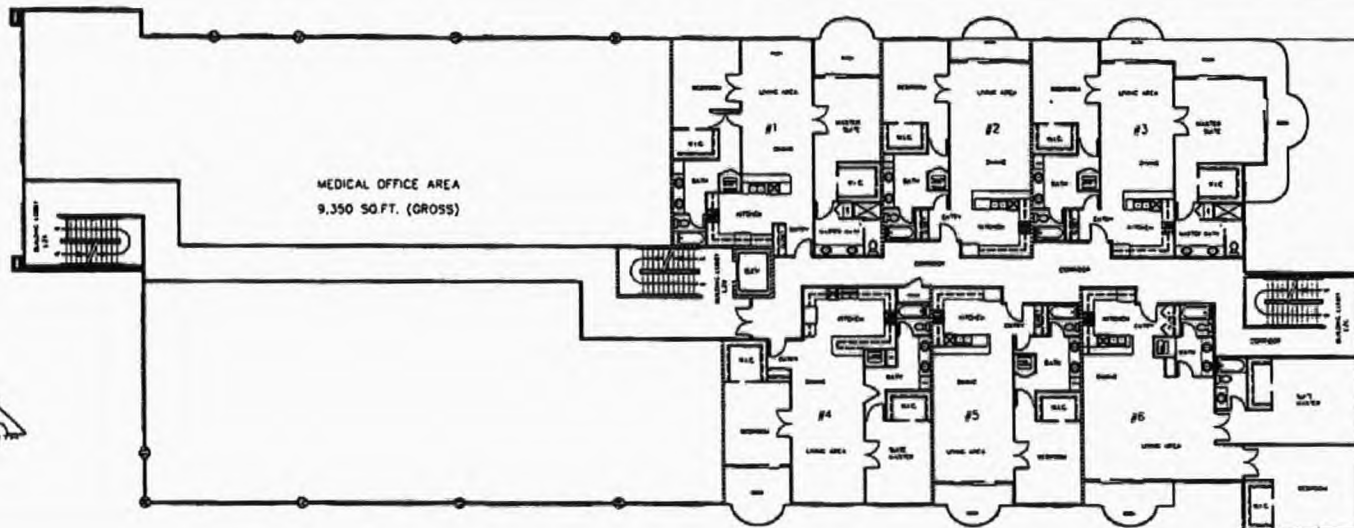
Alex Azali
Dorsal Development LLC
PO Box 8155
Corpus Christi, Texas 78468

Medical Office /
Residence Building
728 Desert Lane
Las Vegas, Nevada 8901



LOT Design Group
Custom Design Service
LARRY O. THRONSDEN
22830-98th Avenue West
Edmonds, WA. 98026-8232
Phone 425.640.8238 Cat. 425.478.4814

BEARDEN DR.



SECOND LEVEL - MEDICAL OFFICES - CONDOMINIUMS

SCALE 3/32" = 1'-0"

REQUIRED PARKING

9,350 SQ.FT. MEDICAL OFFICE AREA

6 CONDOMINIUMS UNITS

MEDICAL OFFICE AREA:

ONE SPACE FOR EVERY
200 SQ.FT. UP TO 2,000 SQ.FT. = 10 SPACES

ONE SPACE FOR EVERY
175 SQ.FT. OVER 2,000 SQ.FT.
 $7,350 / 175 = 42$ SPACES
TOTAL = 52 SPACES

CONDOMINIUMS 30 TOTAL UNITS:

ONE SPACE PER UNIT = 30 SPACES
TOTAL REQUIRED FOR BUILDING = 82 SPACES

PROVIDED 82 SPACES

DESERT LN.



MOD-12919 SDR-12922 RECEIVED
VAR-12925 REVISED AUG 23 2006
10/19/06 PC

Lot Design Group
Custom Design Service
LARRY Q. THRONDSSEN
21430 48th Avenue West
Edmonds, WA 98026-4237
Phone 425.548.8100 Cell 425.478.4844



Medical Office /
Residence Building
728 Desert Lane
Las Vegas, Nevada 8901

PROPOSED NEW MEDICAL OFFICE / RESIDENCE
BUILDING FOR
Alex Azoli
Dorsal Development LLC
PO Box 8155
Corpus Christi, Texas 78468

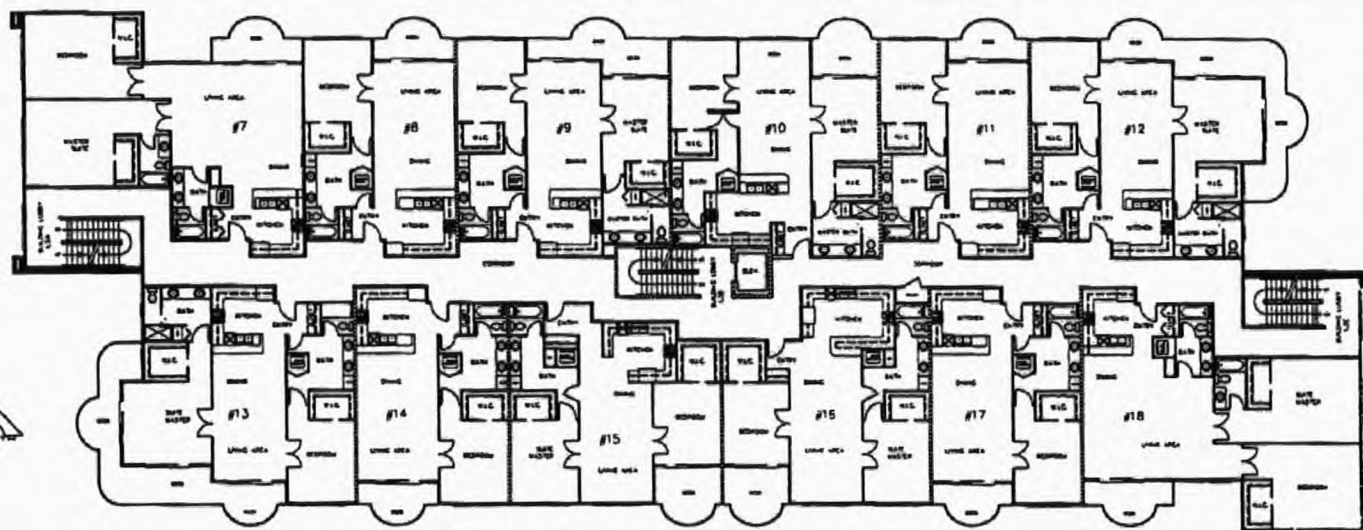
CONTENTS

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DATE
08/02/2006

Drawing No.
A-3

BEARDEN DR.



DESERT LN.

THIRD LEVEL - CONDOMINIUMS

SCALE 3/32" = 1'-0"

REQUIRED PARKING

12 CONDOMINIUMS UNITS

MEDICAL OFFICE AREA

ONE SPACE FOR EVERY
200 SQ.FT. UP TO 2,000 SQ.FT. = 10 SPACES

ONE SPACE FOR EVERY
175 SQ.FT. OVER 2,000 SQ.FT.

$\frac{7,000}{175} = 40 \text{ SPACES}$

TOTAL = 52 SPACES

CONDOMINIUMS 30 TOTAL UNITS

ONE SPACE PER UNIT = 30 SPACES

TOTAL REQUIRED FOR BUILDING = 82 SPACES

PROVIDED 82 SPACES

MOD-12919 SDR-12922

VAR-12925 REVISED

10/19/06 PC

RECEIVED

AUG 23 2006

PROPOSED NEW MEDICAL OFFICE / RESIDENCE
BUILDING FOR
Alex Azoli
Dorsal Development LLC
PO Box 8155
Corpus Christi, Texas 78468

CONTENTS

DATE
08/02/2006

Drawing No.

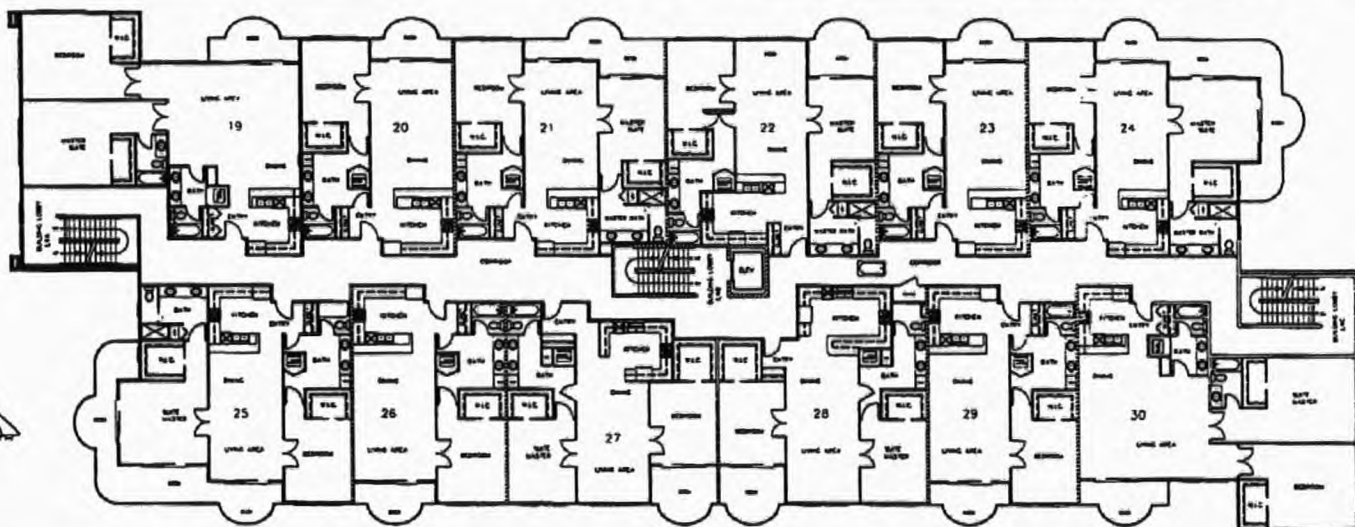
A-4

LOT Design Group
Custom Design Service
LARRY G. THRONSEN
2525 48th Avenue West
Edmonds, WA 98026-8232
Phone 425 548 8258 Fax 425 478 4814



Medical Office /
Residence Building
728 Desert Lane
Las Vegas, Nevada 8901

BEARDEN DR.



DESERT LN.

FOURTH LEVEL - CONDOMINIUMS

SCALE 3/32" = 1'-0"

REQUIRED PARKING

MEDICAL OFFICE AREA

ONE SPACE FOR EVERY
200 SQ.FT. UP TO 2,000 SQ.FT. = 10 SPACES

ONE SPACE FOR EVERY
175 SQ.FT. OVER 2,000 SQ.FT.
 $\frac{7,390}{175} = 42 \text{ SPACES}$
TOTAL = 52 SPACES

CONDOMINIUMS 30 TOTAL UNITS

ONE SPACE PER UNIT = 30 SPACES
TOTAL REQUIRED FOR BUILDING = 82 SPACES

PROVIDED 82 SPACES

12 CONDOMINIUMS UNITS

MOD-12919 SDR-12922 RECEIVED
VAR-12925 REVISED AUG 28 2006

10/19/06 PC

Q1 Design Group
Custom Design Services
LARRY O. THRONSDEN
2010 West Ave.
Edmonds, WA 98026-2211
Phone 425-648-0238 Cell 425-628-4814



Medical Office /
Residence Building
728 Desert Lane
LC, Vegas, Nevada 8901

PROPOSED NEW MEDICAL OFFICE / RESIDENCE
BUILDING FOR

Alex Azadi
Dorsal Development LLC
PO Box 8155
Corpus Christi, Texas 78468

CONTENTS

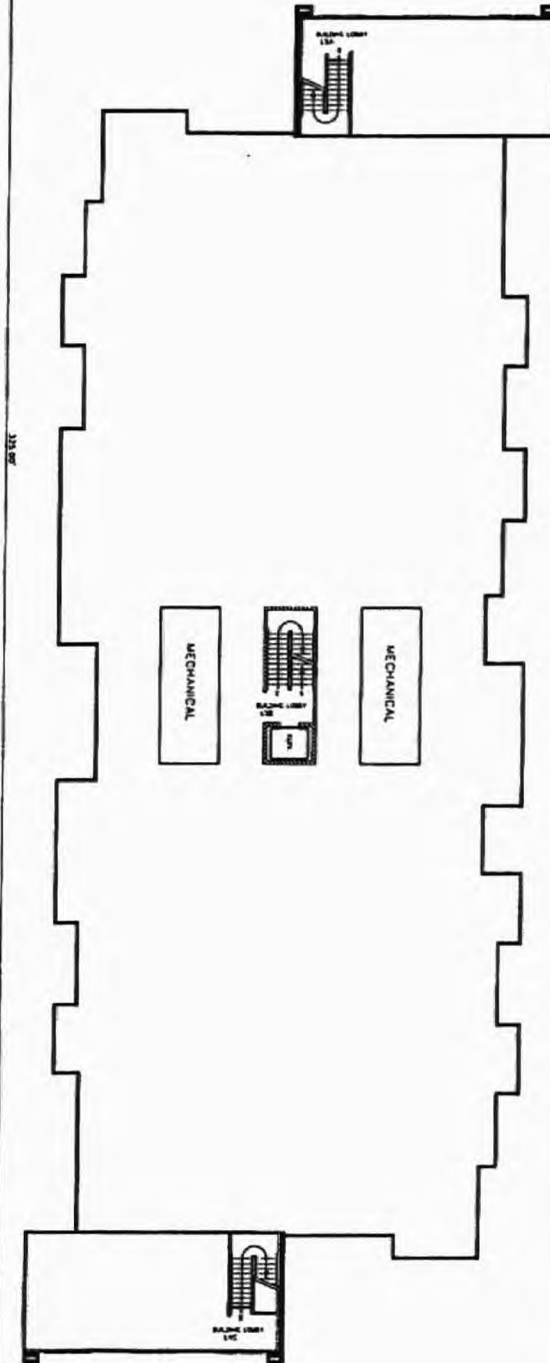


DATE
08/02/2006

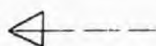
Drawing No.

A-5

BEARDEN DR.



DESERT LN.



FIFTH LEVEL - ROOF DECK LEVEL
14,864 SQ. FT. ROOF DECK AREA
816 SQ. FT. MECHANICAL AREA
SCALE 3/32" = 1'-0"

MOD-12919 SDR-12922
VAR-12925 REVISED
AUG 23 2006

10/19/06 PC



PROPOSED NEW MEDICAL OFFICE / RESIDENCE
BUILDING FOR:
Alex Azuli
Dorsal Development LLC.
PO Box 8155
Corpus Christi, Texas 78468

Medical Office /
Residence Building
728 Desert Lane
Las Vegas, Nevada 8901



LOR Design Group
Custom Design Service
LARRY O. THRONSEN
22000 8th Avenue West
Edmonds, WA 98026-8733
Phone 425-548-8258 Cell 425-478-4814

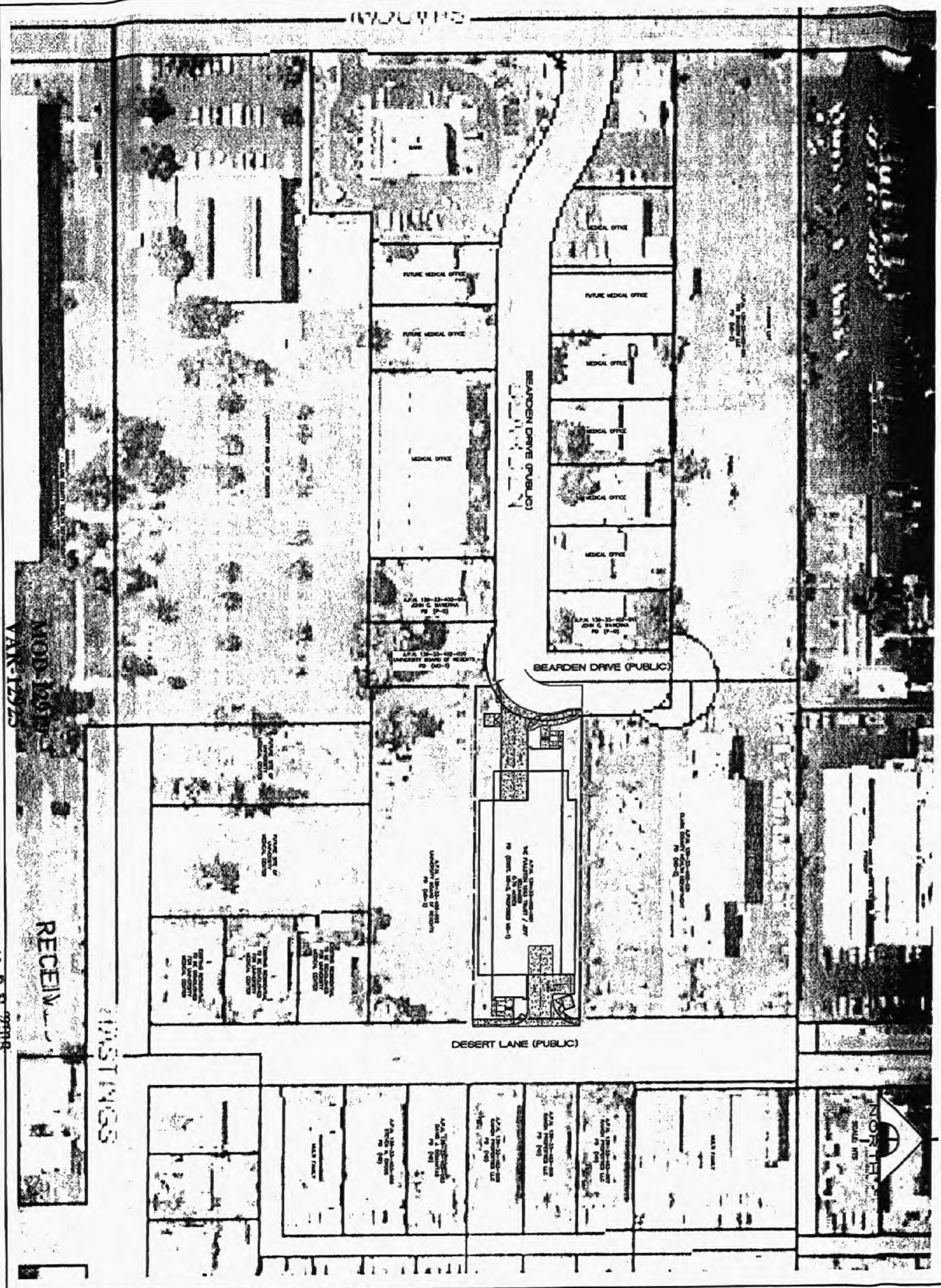
DATE
08/02/2006

Drawing No.

A-6

SDR-12922
06-08-06 PC

MAY 08 2008



MOD 12922

RECEIVED

NOTES

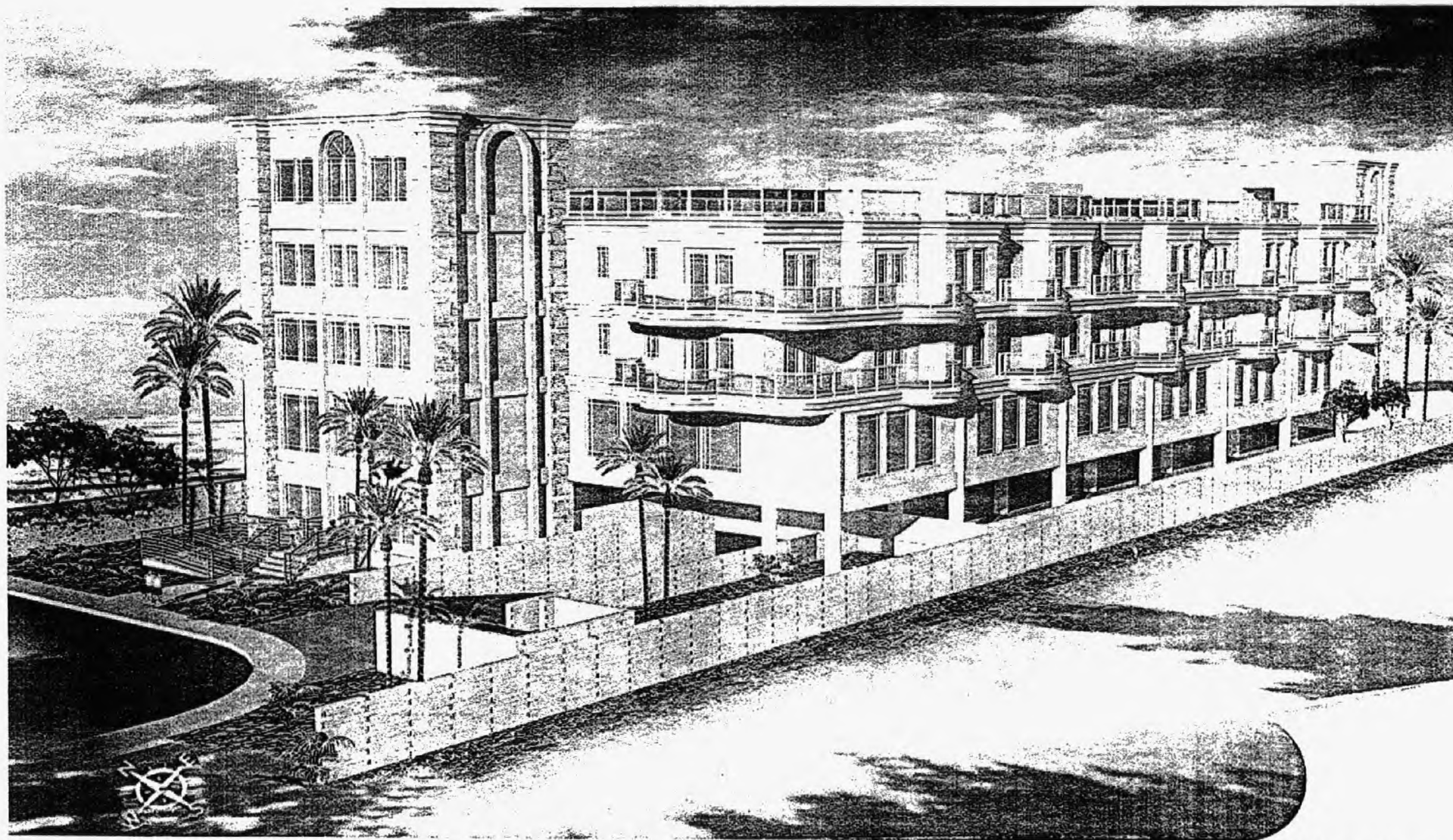
PROJECT: DESERT LANE MEDICAL OFFICE SPACE & RESIDENTIAL CONDOMINIUMS

VICINITY MAP

OWNER/DEVELOPER: FULLSTONE TRUST
JEFF DELLINGER
DORSAL DEVELOPMENT LLC
CHAD VELLINGA, P.E.
CIVIL ENGINEER LLC
1445 S. VALLEY VIEW BLVD
LAS VEGAS, NV 89102
702.400.9502
FAX 702.400.9511

REV#	BY	DATE	DESCRIPTION	APPROVAL

DATE	BY	REVISION
06-08-06	PC	1
05-08-08	PC	2

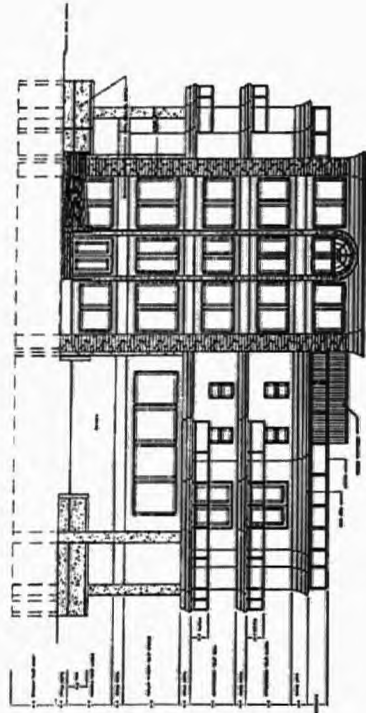


MOD-12919
VAR-12925
SDR-12922
06-08-06 PC
REVISED 05-08-06

DESERT LANE
MEDICAL OFFICE & RESIDENTIAL CONDOMINIUMS
LAS VEGAS, NEVADA

RECEIVED

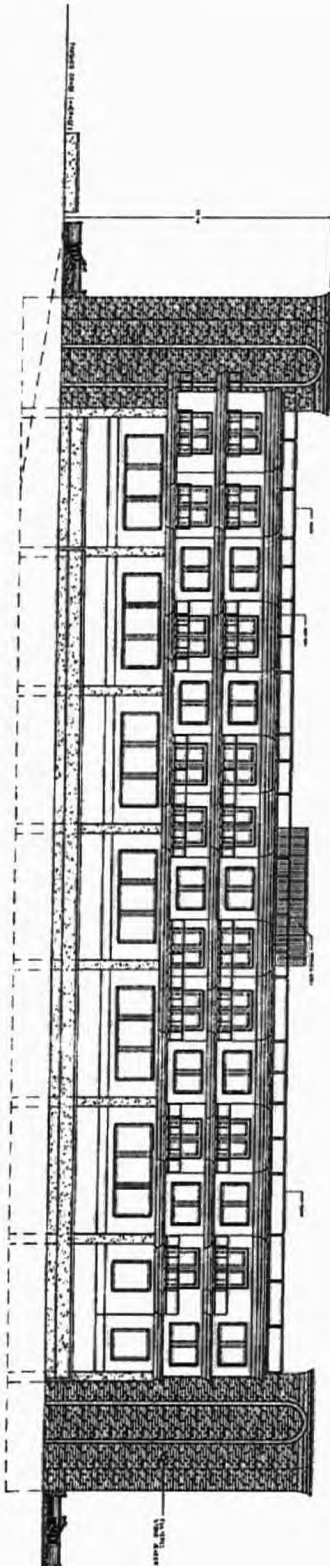
MAY 08 2006



WEST ELEVATION - BEARDEN DR
EAST ELEVATION - DESERT LN. (SPIN AR)

DESERT LANE - MEDICAL OFFICES & CONDOMINIUMS

13,465 SQ. FT. MEDICAL OFFICE AREA / 24 RESIDENTIAL CONDOMINIUMS



SOUTH ELEVATION
NORTH ELEVATION (SIMILAR)

MOD-12919
VAR-12925

SDR-12922
06-08-06 PC
REVISED 05-08-06

RECEIVED

MAY 08 2006

Drawing No. CS	DATE 06/06/2006	CONTENTS ELEVATIONS	PROPOSED NEW MEDICAL OFFICE/ RESIDENCE BUILDING FOR: Alex Azali Dorsal Development LLC. PO Box 8155 Corpus Christi, Texas 78468	Medical Office / Residence Building 728 Desert Lane Las Vegas, Nevada 8901	 LOT Design Group Custom Design Service LARRY O. THRONDSSEN 77620-98th Avenue West Edmonds, WA 98026-0232 Phone 425.640.8258 Cell 425.629.4814
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WEST ELEVATION - BEARDEN DR
EAST ELEVATION - DESERT LN. (SIMILAR)

SCALE 3/16" = 1'-0"/24x36
SCALE 3/32" = 1'-0"/12x18

MOD-12919
VAR-12925
SDR-12922
06-08-06 PC
REVISED 05-08-06

RECEIVED

MAY 08 2006

LOT Design Group
Custom Design Service
LARRY O. THRONDSSEN
2033-8th Avenue Street
Beverly Hills, CA 90210
Phone 424-493-8200 Cell 424-493-4814



Medical Office /
Residence Building
728 Desert Lane
Las Vegas, Nevada 8901

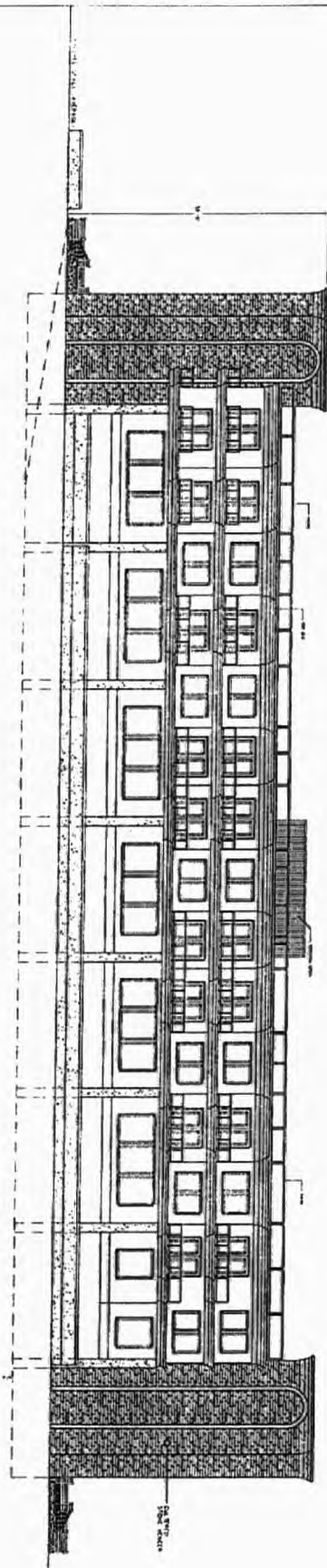
PROPOSED NEW MEDICAL OFFICE / RESIDENTIAL
BUILDING FOR
Alex Azali
Dorsal Development LLC.
PO Box 8155
Corpus Christi, Texas 78468

CONTENTS
WEST ELEVATION

DATE
05/06/2006

Drawing No.

A-7



SOUTH ELEVATION
NORTH ELEVATION (SIMILAR)

SCALE 1/32" = 1'-0" / 24.36
SCALE 1/64" = 1'-0" / 12.18

RECEIVED

MAY 08 2006

MOD-12919
VAR-12925
SDR-12922
06-08-06 PC
REVISED 05-08-06

Drawing No. A-8	DATE 04/10/2006	CONTENTS SOUTH ELEVATION	PROPOSED NEW MEDICAL OFFICE / RESIDENCE BUILDING FOR Alex Azali Dorsal Development LLC. PO Box 8155 Corpus Christi, Texas 78468	Medical Office / Residence Building 728 Desert Lane Las Vegas, Nevada 8901	 LOT Design Group Custom Design Service LARRY O. THRONSEN 22630-85th Avenue West Edmonds, WA, 98026-0232 Phone 425-840-8258 Cell 425-626-4814
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SDR 12922				
Dorsal Development, LLC				
728 Desert Lane				
Proposed 13.465 thousand square foot medical office development.				
Traffic produced by proposed development:				
	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	RES. CONDO/TOWNHOUSE [DWELL]	24	5.86	141
AM Peak Hour			0.44	11
PM Peak Hour			0.52	12
(heaviest 60 minutes)				
	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	MEDICAL-DENTAL OFFICE BUILDING [1000 SF]	13.465	36.13	486
AM Peak Hour			2.48	33
PM Peak Hour			3.72	50
(heaviest 60 minutes)				
Total	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	MEDICAL-DENTAL OFFICE BUILDING [1000 SF]	13.465		627
AM Peak Hour				44
PM Peak Hour				63
(heaviest 60 minutes)				
Existing traffic on all nearby streets: No count data available for Bearden and Desert				
Charleston Boulevard				
Average Daily Traffic (ADT)	49,880			
PM Peak Hour	3990			
(heaviest 60 minutes)				
Shadow Lane				
Average Daily Traffic (ADT)	7,350			
PM Peak Hour	588			
(heaviest 60 minutes)				
Traffic Capacity of adjacent streets:				
	Adjacent street ADT			
	Capacity			
Charleston Boulevard	49000			

Shadow Lane	24450			
This project will add approximately 627 trips per day on Charleston, Shadow, Desert and Bearden. This will increase expected volumes by about 1 percent on Charleston and 9 percent on Shadow. Charleston is over capacity and Shadow is at about 30 percent of capacity. Counts are not available for Desert or Bearden, but they are believed to be under capacity.				
Based on Peak Hour use, this development will add roughly 63 additional cars into the area; which works out to about one every minute.				
Note that this report assumes all traffic from this development uses all named streets.				



MOD-12919, VAR-12925 & SDR-12922 - APPLICANT: DORSAL DEVELOPMENT, LLC - OWNER:
FULLSTONE 1993 TRUST AND JEFF SELLINGER
728 DESERT LANE
AUGUST 24, 2006 PLANNING COMMISSION

05/4/06



MOD-12919, VAR-12925, SUP-16246 & SDR-12922 - APPLICANT: DORSAL DEVELOPMENT, LLC -
OWNER: FULLSTONE 1993 TRUST AND JEFF SELLINGER
728 DESERT LANE
OCTOBER 19, 2006 PLANNING COMMISSION

05/4/06



MOD-12919, VAR-12925, SUP-16246 & SDR-12922 - APPLICANT: DORSAL DEVELOPMENT, LLC -
OWNER: FULLSTONE 1993 TRUST AND JEFF SELLINGER
728 DESERT LANE
OCTOBER 19, 2006 PLANNING COMMISSION

05/4/06



MOD-12919, VAR-12925, SUP-16246 & SDR-12922 - APPLICANT: DORSAL DEVELOPMENT, LLC -
OWNER: FULLSTONE 1993 TRUST AND JEFF SELLINGER
728 DESERT LANE
OCTOBER 19, 2006 PLANNING COMMISSION

05/4/06

CHAD VELLINGA, P.E.

CIVIL ENGINEER

3311 S. RAINBOW, STE. 129
LAS VEGAS, NV 89146

April 10, 2006

(702) 949-2900
FAX (702) 949-2901

City of Las Vegas
Current Planning
731 S. Fourth Street
Las Vegas, NV 89101

RE: JUSTIFICATION LETTER
VARIANCE ON-SITE PARKING
DESERT LANE MEDICAL OFFICES & RESIDENTIAL CONDOMINIUMS

Dear Current Planning,

The owners and applicant of the property located at 728 Desert Lane also identified as APN: 139-33-402-021, have requested that we present and submit this application for a Variance for the required onsite parking for the mixed use develop of medical offices and residential condominiums.

This Development will provide a total of 85 on-site parking spaces where 99 spaces would typical be required if the respective uses were not mixed.

The medical offices require a total of 75 parking spaces and the residential condominiums require 24 parking spaces. The parking demand for the medical office space will occur between the hours of 8:00 a.m. and 5:00 p.m. The demand for the residential condominiums will occur between the hours of 5:15 p.m. to 7:15 a.m. and on weekends. The demand for each use occurs at different times of the day. The parking provided will provide adequate service for each type of use.

In addition this development is providing 6 motorcycle spaces where none are required, and providing 12 additional bicycle spaces. Thus the site will have a total of 108 mixed parking spaces.

If you have any questions please do not hesitate to call.

Sincerely,


Chad Vellinga, P.E.

SDR-12922
10/19/06 PC

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 3, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:
REZONING

ZON-15031 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: 3100 MEADE, LLC - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: C-M (COMMERCIAL/INDUSTRIAL) on 0.80 acres approximately 300 feet north of Meade Avenue, 980 feet west of Rancho Drive (APN 162-08-201-005), Ward 1 (Tarkanian). The Planning Commission (4-2 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

6

City Council Meeting

157

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (4-2 vote) and staff recommend APPROVAL, subject to conditions.

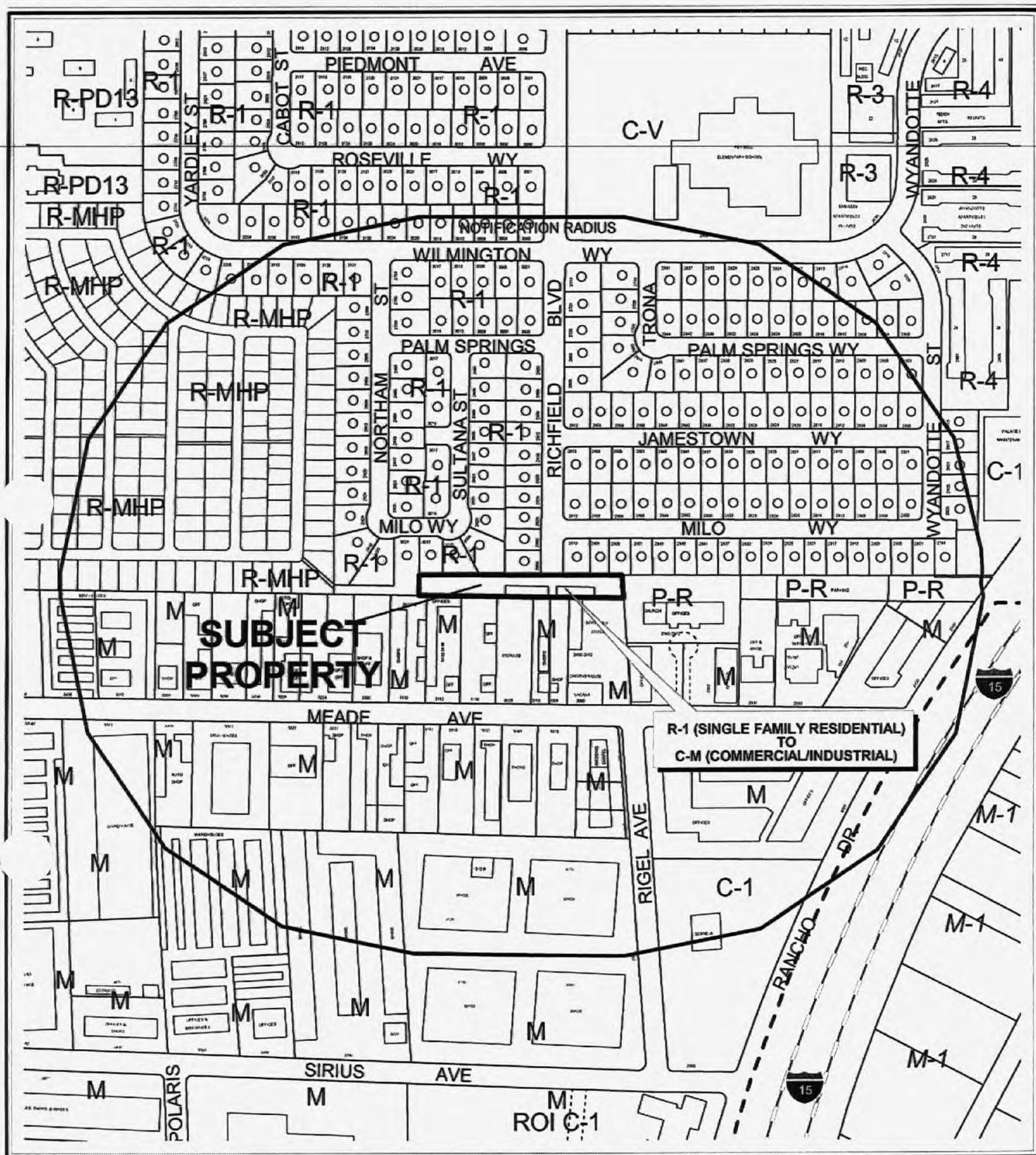
BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council approval letter for V-16-89
6. Protest petition with 157 signatures
7. Submitted after final agenda - Withdrawal request by Attorney Stephanie Allen for Items 93 and 94
8. Backup referenced from the 08-24-06 Planning Commission meeting Item 42

Motion made by GARY REESE to Withdraw without Prejudice Item 91 [SUP-16246], Item 92 [SDR-12922], Item 93 [ZON-15031], Item 94 [SDR-15030]; HOLD IN ABEYANCE Item 100 [VAR-16505], Item 118 [SUP-17729], Item 119 [SDR-17731] and Item 124 [ROC-18341] to 1/17/2007; Item 105 [SDR-17298] to 2/07/2007; STRIKE Item 103 [SDR-15747; TABLE Item 102 [RQR-17098], Item 117 [RQR-17518] and Item 123 [VAC-16295]

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)



CASE: ZON-15031

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)



CASE: **ZON-15031**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 3, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: ABEYANCE - ZON-15031 - APPLICANT/OWNER: 3100 MEADE, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE DECEMBER 20, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

The Planning Commission (4-2/sd/se vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. A Resolution of Intent with a two-year time limit is hereby granted.
2. A Site Development Plan Review (SDR-15030) application approved by the City of Las Vegas is required prior to issuance of any permits, any site grading, and all development activity for the site.

**** STAFF REPORT ****

APPLICATION REQUEST

This is a request for a Rezoning from R-1 (Single Family Residential) to C-M (Commercial/Industrial) on 0.80 acres approximately 300 feet north of Meade Avenue and 980 feet west of Rancho Drive.

EXECUTIVE SUMMARY

The change in zoning would bring the site into conformance with the General Plan and would allow such uses as a warehouse or storage that are considered appropriate for this location. Approval of this Rezoning is recommended. It is noted that there is a companion Site Development Plan Review (SDR-15030) for a change in use to a light manufacturing facility.

BACKGROUND INFORMATION

A) *Related Actions*

- 01/26/89 A Variance (V-149-88) was approved to allow a proposed building 13 feet from the rear property line where a 50-foot setback is the minimum required. An Extension of Time was approved on this Variance on 03/22/90. This Extension of Time expired on 01/26/91.
- 04/19/89 The City Council approved a Variance (V-16-89) to allow a mini-storage warehouse to be permitted over a drainage easement. An Extension of Time was granted for this Variance on 06/20/90 and again on 07/17/91. On 06/17/92 a third Extension of Time was approved while a Review of Condition to remove the landscaping on the site was denied.
- 08/24/06 The Planning Commission recommended approval of companion item SDR-15030 concurrently with this application.
- 08/24/06 The Planning Commission voted 4-2/sd/se to recommend APPROVAL (PC Agenda Item #42/ng).

B) *Pre-Application Meeting*

- 06/13/06 A pre-application meeting was held and elements of this submittal were discussed.

C) *Neighborhood Meetings*

A neighborhood meeting is not required for a Rezoning, nor was one held.

DETAILS OF APPLICATION REQUEST

A) *Site Area*

Net Acres: 0.8

B) *Existing Land Use*

Subject Property: Mini-warehouse
North: Single Family Residential
South: Offices
Storage
Shops
East: Church
West: Single Family Residential

C) *Planned Land Use*

Subject Property: LI/R (Light Industry/Research)
North: L (Low Density Residential)
South: LI/R (Light Industry/Research)
East: C (Commercial)
West: L (Low Density Residential)

D) *Existing Zoning*

Subject Property: R-1 (Single Family Residential) [Proposed C-M
(Commercial/Industrial)]
North: R-1 (Single Family Residential)
South: M (Industrial)
East: P-R (Professional Office and Parking)
West: R-1 (Single Family Residential)

E) *General Plan Compliance*

The subject property is designated as LI/R (Light Industry/Research) under the Southeast Sector Plan of the General Plan. The Light Industry/Research category permits low intensity industrial uses such as the proposed assembly of signs. The proposed use is in compliance with the General Plan; however, the proposed use is considered inappropriate for this location due to its proximity to single-family residential development.

<i>SPECIAL DISTRICTS/ZONES</i>	Yes	No
Special Area Plan		X
Special Overlay District	X	
Airport Overlay District	X	
Trails		X
Rural Preservation Overlay District		X
County/North Las Vegas/HOA Notification		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

Airport Overlay District

The subject property is located in the Airport Overlay District 175-foot notification zone. The buildings are a maximum of two stories in height and are not affected by this standard.

ANALYSIS

A) General Analysis and Discussion

The applicant is proposing a Rezoning from an R-1 (Single Family Residential) District to a C-M (Commercial/Industrial) District. The purpose of this Rezoning is two-fold. First, if approved, the Rezoning will bring the zoning into conformance with the General Plan. The site has a LI/R (Light Industry/Research) land use designation. Secondly, this Rezoning will permit a change in use on the site. The site was used as a mini-warehouse. The applicant is proposing a light manufacturing facility that would assemble plastic gazebos and fencing. In fact, this activity is already taking place on the site. The applicant has not obtained the necessary licenses or permits for this activity. This matter has been turned over to Business Licensing and Code Enforcement for appropriate action. Additionally, the use is considered too intense for this location as there is adjacent single-family residential property. Denial of the Site Development Plan review (SDR-15030) has been recommended for this reason. In terms of this Rezoning application, the change in zoning would bring the site into conformance with the General Plan and would allow such uses as a warehouse or storage that are considered appropriate for this location. Approval of this Rezoning is recommended for this reason.

FINDINGS

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

- 1. “The proposal conforms to the General Plan.”**

The subject property is designated as LI/R (Light Industry/Research). The proposed C-M (Commercial/Industrial) District would be in conformance with this General Plan Designation; therefore, approval of this Rezoning request is recommended.

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 use proposed as part of the companion Site Development Plan Review (SDR-15030) is not considered compatible for this location. The site is in close proximity to single-family residential, with properties abutting this site on the north side. This site is considered more appropriate for a warehouse or other similar type use that would not entail the assembly or manufacturing of products as this can have a negative effect on the nearby neighborhood. As the use is not considered appropriate denial of this application is recommended.

3. **“Growth and development factors in the community indicate the need for or appropriateness of the rezoning.”**

The Rezoning is considered appropriate as it would bring the zoning into conformance with the General Plan designation.

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.”**

Site access is a concern as ingress/egress is reliant upon another parcel that is under the same ownership as the subject property. Access is provided from Meade Avenue. There is little area to turn around and delivery trucks would have to drive in and back out onto the adjacent property to leave the site.

PLANNING COMMISSION ACTION

There were six speakers in opposition at the Planning Commission meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

11

ASSEMBLY DISTRICT 10

SENATE DISTRICT 3

NOTICES MAILED 552 by Planning Department

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-15031** APN: 162-08-301-005

Name of Property Owner: 3100 Meade LLC

Name of Applicant: Lucretia G Corral

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

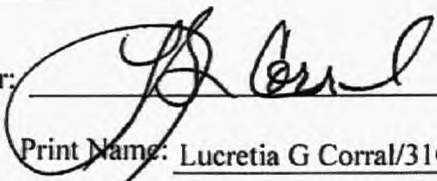
☒ No

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): _____

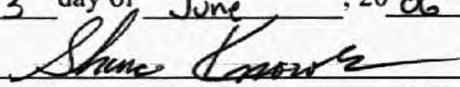
APN: _____

Signature of Property Owner: 

Print Name: Lucretia G Corral/3100 Meade LLC

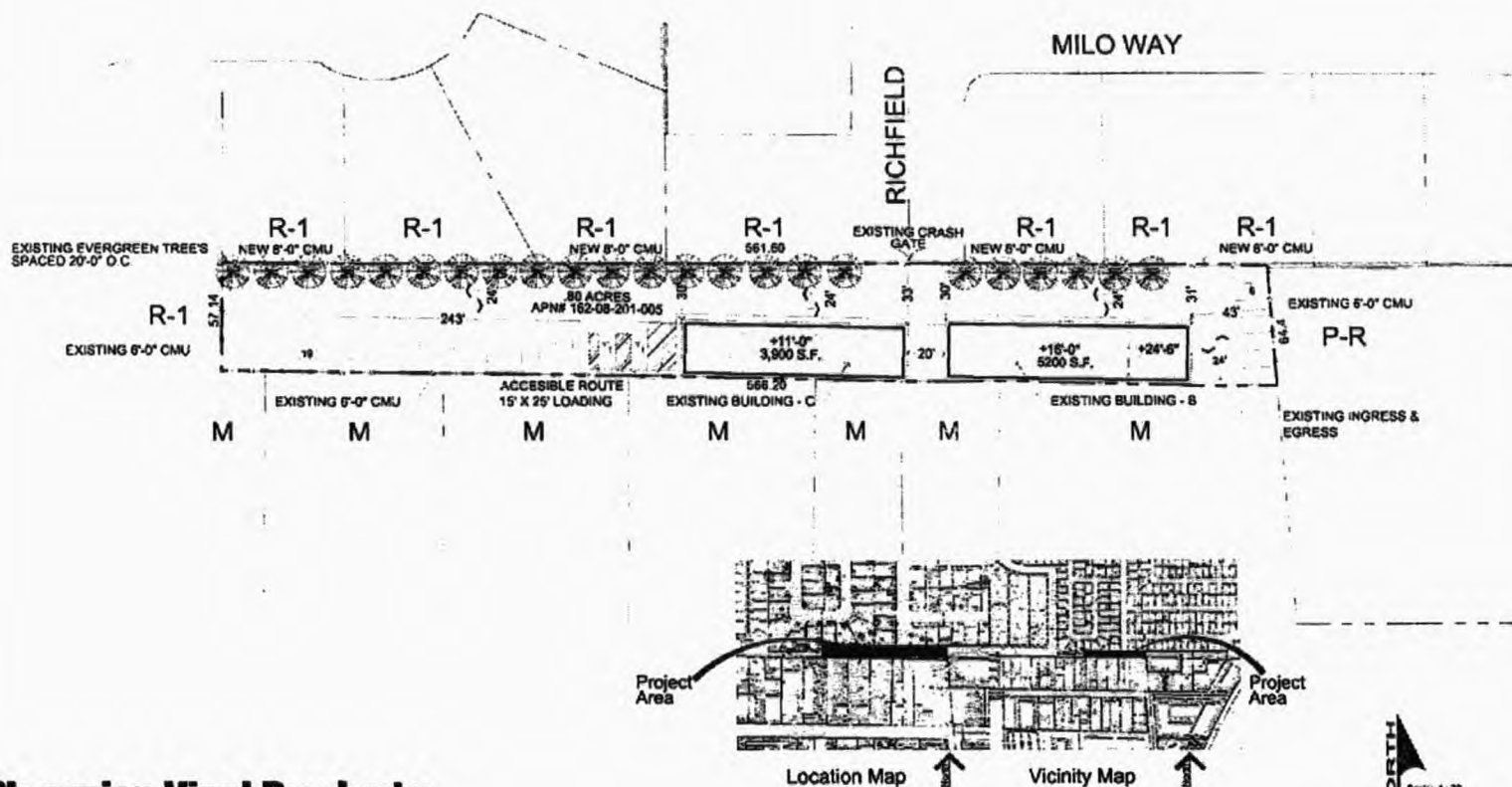
Subscribed and sworn before me

This 13 day of June, 2006


Notary Public in and for said County and State



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JUL 11 2006



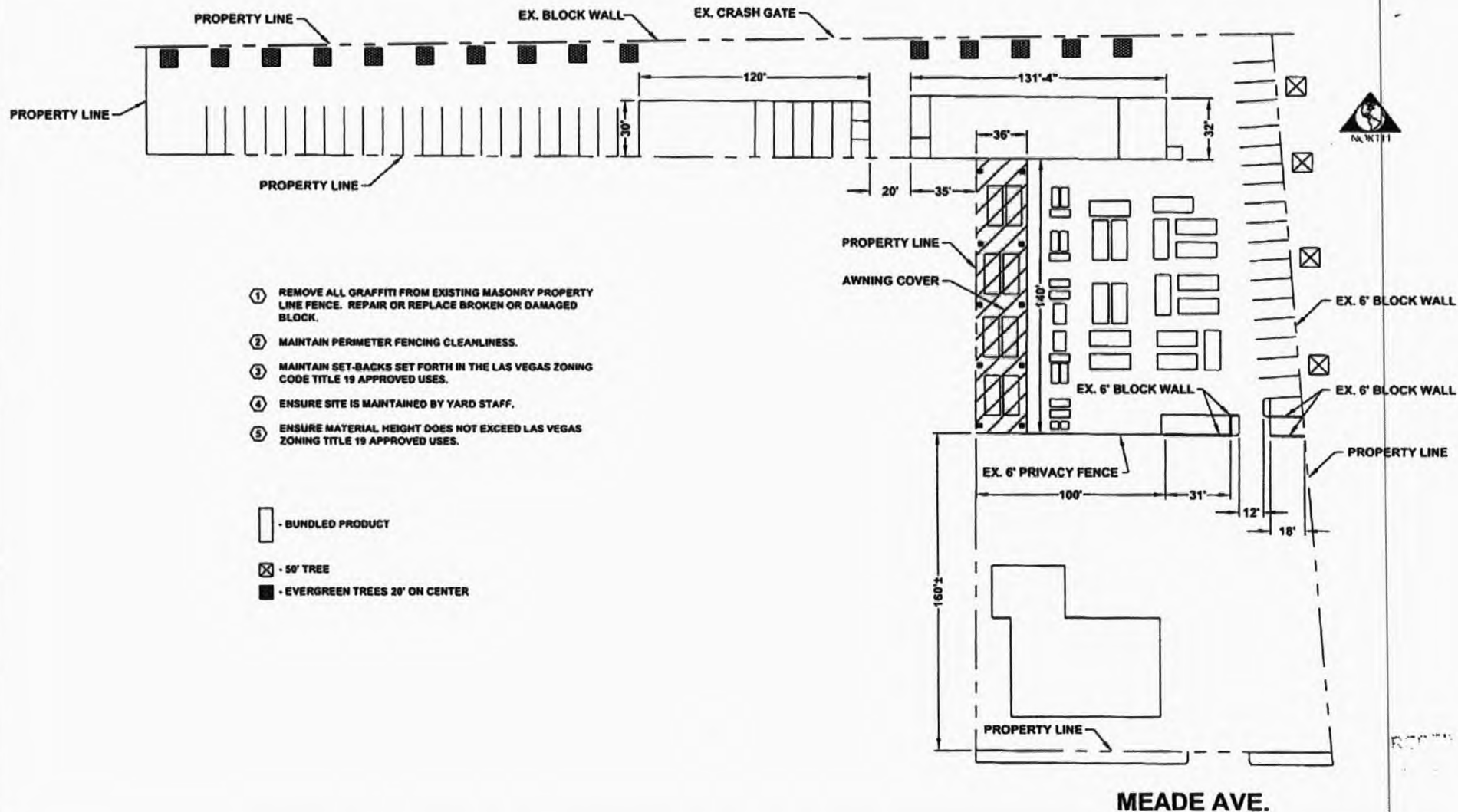
SITE INFORMATION

ZONING - Las Vegas		
Current Zoning - R-1		
Proposed Zoning - C-M		
APN 162-08-201-005		
AREA (Approximate, to be verified)		
Gross Area	34,648 s.f.	8 acres
Total Building Area	9,140 sq ft	
F.A.R.	3.82	
PARKING		
Required	1,100 gta	9 spaces
Total Required		9 spaces
Provided		25 spaces
H/C Required		1 space
H/C Provided		2 spaces
SETBACKS		
Required	10'	Provided
Front	10'	20' - Existing
Side	10'	42' Min - Existing
Corner	10'	10' - Existing
BUILDING		
Required	N/A	Provided
Max Height	N/A	20'-6"
Max Lot Coverage	N/A	N/A
LANDSCAPING		
Required	8'	Provided
Min. Zone Depth	1 per 20'	Existing
Min. Trees		1 per 20' - Existing
Fire Turning Radius		
Typical Parking Spaces		
CMU Wall C-C		
Conceptual Site Plan	Sheet Title	
MA06-0073	Project Number	
07-06-08	Date	

Champion Vinyl Products
Las Vegas, NV

ZON-15031
08/24/06 PC

FRONTLINE group
mosen architecture studio



2990 - 3000 MEADE AVE.

CHAMPION DESIGNS

SCALE = N.T.S.

SITE PLAN

PAGE: 1 of 1

ZON-15031
08/24/06 PC

RECEIVED
JUL 11 2006

**KUMMER
KAEMPFER**

**KUMMER KAEMPFER BONNER
RENSHAW & FERRARIO**

LAS VEGAS OFFICE
3900 Howard Hughes Parkway
Seventh Floor
Las Vegas, NV 89169
Tel 702 792 7000
Fax 702 796 7181

RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel 775 852 3900
Fax 775 852 3982

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ANTHONY J. CELESTE
aceleste@kkbrf.com
702 693.4215

SUMMERLIN OFFICE
3425 Cliff Shadows Parkway
Suite 150
Las Vegas, NV 89129
Tel 702 693 4260
Fax 702 939 8457

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel 775 882 1311
Fax 775 882 0257

July 11, 2006

RECEIVED
JUL 11 2006

VIA HAND DELIVERY

City of Las Vegas
Planning & Development Department
731 So. Fourth Street
Las Vegas, NV 89101

**Re: Champion Vinyl
Justification Letter – Conforming Zone Change & Site Plan Review
APN: 162-08-201-005**

To Whom It May Concern:

Please be advised this office represents Champion Vinyl (the "Applicant") in the above referenced matter. This application is for a conforming zone change and site plan review on approximately 0.8 acres located near the intersection of Richfield and Milo Way, more specifically known as assessors parcel number 162-08-201-005 (the "Site").

Conforming Zone Change:

The Applicant is requesting a confirming zone change from R-1 to CM. This Site is master planned Light Industrial Research. Consequently, the proposed zone change is consistent with what is contemplated in the area. Further, a zone change on this Site from R-1 to CM provides the ideal transition and buffer between residential and manufacturing uses.

Site Plan Review:

This Site Plan Review is for a light manufacturing business. By way of background, the existing buildings on this Site were approved by a variance (V-149-88) in 1988. The building is approximately 24'-6" and this Site meets all parking and landscape requirements.

Thank you for your kind consideration of this matter. If you have any questions or concerns, please feel free to contact the undersigned.

Sincerely,

KUMMER KAEMPFER BONNER RENSCHAW & FERRARIO

Anthony J. Celeste

AJC/dmf

**ZON-15031
08/24/06 PC**



MAYOR RON LURIE
COUNCILMEN
BOB NOLEN
W. WAYNE BUNKER
STEVE MILLER
ARNIE ADAMSEN
CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

May 4, 1989

Mr. R. Brinton
University of Nevada
Las Vegas Alumni Association
1400 South Decatur Boulevard
Las Vegas, Nevada 89102

RE: V-16-89 - VARIANCE

Dear Mr. Brinton:

The City Council at a regular meeting held April 19, 1989 APPROVED the application of University of Nevada Las Vegas Alumni Association for a Variance to allow a mini-storage facility where such use is not permitted, on property located approximately 280 feet north of Meade Avenue, approximately 1,050 feet west of Rancho Drive, in Zoning District R-1, subject to:

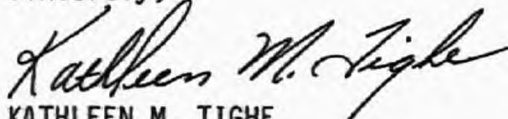
1. No use be permitted in the westerly 230 feet prior to review and approval by the Board of Zoning Adjustment.
2. Install 24 inch boxed evergreen trees 20 feet on center along the north property line as required by the Department of Community Planning and Development.
3. Obtain approval of connection to the Clark County Sanitation District sewer prior to issuance of building permits as required by the Department of Public Works.
4. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of building or grading permits.
5. Construst drainage improvements to accommodate the expected drainage flows along the existing drainage way as required by the Department of Public Works.
6. Aesthetically enhance the building elevations as required by the Department of Community Planning and Development.

ZON-15031
08/24/06 PC



7. All lighting shall be directed away from nearby residential uses with no ray of light shining directly onto any residentially developed property.
8. The hours of operation be limited to 6:00 a.m. through 10:00 p.m.
9. Conformance to the plot plan and elevations.
10. Landscaping and a permanent underground sprinkler system shall be provided as required by the Board of Zoning Adjustment and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.
11. Submittal of a landscaping plan prior to or at the same time application is made for a building permit or license, or prior to occupancy, whichever occurs first.
12. All mechanical equipment, air conditioners and trash areas shall be screened from view from the abutting streets .
13. Satisfaction of City Code requirements and design standards of all City departments.
14. Approval of the parking and driveway plans by the Traffic Engineer.
15. Repair any damage to the existing street improvements resulting from this development as required by the Department of Public Works.
16. Provision of fire hydrants and water flow as required by the Department of Fire Services.

Sincerely,



KATHLEEN M. TIGHE
City Clerk

KMT:cmp

cc: Dept. of Community Planning and Development
Dept. of Public Works
Dept. of Building and Safety
Dept. of Fire Services
Land Development Services

ZON-15031
08/24/06 PC

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

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2006 NOV 13 A 10:14

Protest

1. Whereas the present R-1 Zoning abutting our neighborhood's south property line is our only protection against any commercial business choosing to operate there;
2. Whereas this present protection gives the residents of the Richfield Neighborhood a voice in maintaining a reasonable quality of life in their own homes;

We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print Name ELIZABETH L. YUSON Address 2801 JAMES TOWN WAY Zip 89102

Signature x [Signature]

Print Name Maria Aldaba Address 2829 MILO WAY Zip 89102

Signature x Maria M. Aldaba

Print Name Joe DeCelles Address 3100 MERRITT AVE Zip 89102

Signature x Joe DeCelles

Print Name Marco Zermeno Address 3024 WILSON WAY Zip 89102

Signature x [Signature]

Print Name Odete Tobler Address 2900 Richfield B Zip 89102

Signature x Odete V. Tobler

Print Name Bernie Knight Address 2604 GARDEN WAY Zip 89102

Signature x Bernie Knight

Print Name Nancy Hoffmann Address 2832 Palm Spring Way Zip 89102

Signature x Nancy Hoffmann

Print Name Ed BORDENAVE Address 3013 KINGS WAY Zip 89102

Signature x Ed Bordenave

Submitted after final agenda

Date 11/13/06 Item # 93

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RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST ZON-15031

2006 NOV 13 A 10:14

1. Whereas the present R-1 Zoning abutting our neighborhood's south property line is our only protection against any commercial business choosing to operate there;
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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print Name BARBARA WILLIAMS Address 2816 Jamestown Way Zip 89102

Signature x Barbara J. Williams

Print Name RHONDA A WILSON Address 2800 Merritt Zip 89102

Signature x Rhonda A. Wilson

Print Name VIRGINIA NAVE Address 2812 KINGS WAY Zip 89102

Signature x Virginia Nave

Print Name ISRAEL CHAVEZ Address 3208 ALCOA AV Zip 89102

Signature x ✓

Print Name Angela Perez Address 2905 Milo Way Zip 89102

Signature x Angela Perez

Print Name Felipe Romero Address 2600 Yardley St. Zip 89102

Signature x Felipe Romero

Print Name EDWARD A. WARDON Address 2712 MERRITT AVE Zip 89102

Signature x Edward A. Wardon

Print Name Jennifer Mendez Address 2000 1st St Zip 89102

Signature x Jennifer Mendez

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JAN 11 2006

RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST ZON-15031

2006 NOV 13 A 10:14

1. Whereas the present R-1 Zoning abutting our neighborhood's south property line is our only protection against any commercial business choosing to operate there;
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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print

Name DIANA WALDRON Address 2712 Merritt Ave Zip 89102

Signature ☒ Diana Waldron

Print

Name Gary Boyer Address 2725 Merritt Ave Zip 89102

Signature ☒ Gary Boyer

Print

Name Antonio Esporza Cerna Address 2900 Milo Way Zip 89102

Signature ☒ Antonio Esporza

Print

Name Mariya waldo Comina Address 2828 Milo way Zip 89102

Signature ☒ Mariya Comina

Print

Name Brenda L Vallejos Address 110 Milo Way Zip 89102

Signature ☒ Brenda Vallejos

Print

Name Juan Salas Address 2817 Williamson Way Zip 89102

Signature ☒ Juan Salas

Print

Name Angela A. Vallejos Address 2816 Milo Way Zip 89102

Signature ☒ Angela A. Vallejos

Print

Name Salmon Vallejos Address 2816 Milo Way Zip 89102

Signature ☒ Salmon Vallejos

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**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

2006 NOV 13 A 10:14

1. Whereas the present R-1 Zoning abutting our neighborhood's south property line is our only protection against any commercial business choosing to operate there;
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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print
Name SARAH S VALLEJO Address 2816 Milo Way Zip 89102

Signature x Sarah S. Vallejo

Print
Name Dorinda Wilson Address 3012 Merritt Ave Zip 89102

Signature x Dorinda Wilson

Print
Name VINORA Baggio Address 3013 Merritt Ave Zip 89102

Signature x Vinora Baggio

Print
Name DANA Baggio Address 3013 MERRITT AVE Zip 89102

Signature x Dana Baggio

Print
Name Jennifer White Address 3017 Milo Way Zip 89102

Signature x Jennifer E White

Print
Name Jorge Navarrete Address 2724 Merritt Ave Zip 89102

Signature x Jorge L. Navarrete

Print
Name Juline Hummer Address 3108 Roseville Zip 89102

Signature x Juline Hummer

Print
Name Gerard Burch Address 3013 Milo Way Zip 89102

Signature x Gerard Burch

RECEIVED
CITY CLERK
**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

2006 NOV 13 A 10:14

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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print Name Kris Jorgenson Address 2912 Jamestown Way Zip 89102

Signature x Kris Jorgenson

Print Name Zella Meyer Address 2716 TRONA St. Zip 89102

Signature x Jandra Cagle ^{Daughter} / for Zella Meyer (couldn't attend - Broke her hip)

Print Name GONZALO ELIZONDO Address 3017 ROSEVILLE WAY Zip 89102

Signature x Gonzalo Elizondo

Print Name EVELYN L. BASTISTA Address 3012 ALCOA AVE Zip 89102

Signature x Evelyn L. Bastista

Print Name Darlene G. CANNING Address 2728 ALCOA AVE Zip 89102

Signature x Darlene G. Canning

Print Name FAY FELDMAN Address 2836 Jamestown Way Zip 89102

Signature x Fay Feldman

Print Name NADA PATTERSON Address 2837 Jamestown Way Zip 89102

Signature x Nada Patterson

Print Name DON FELDMAN Address 2836 JAMESTOWN WAY Zip 89102

Signature x Don Feldman

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RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST ZON-15031

2006 NOV 13 A 10:15

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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print Name JEWEL WALKER Address 3213 Wilmington Zip 89102

Signature x Jewel Walker

Print Name Ada Joffrin Address 3104 Piedmont Ave Zip 89102

Signature x Ada Joffrin

Print Name Mania Carrillo Address 3009 Piedmont Ave Zip 89102

Signature x MANIA CARRILLO

Print Name JUDY BURNS Address 2804 ALCOA AVE Zip 89102

Signature x Judy T. Burns

Print Name ~~Adrian~~ Address _____ Zip _____

Signature x

Print Name Debbie Kimberlin Address 3116 Kings Way Zip 89102

Signature x D Kimberlin

Print Name James Kimberlin Jr Address 3116 Kings Way Zip 89102

Signature x James Kimberlin Jr

Print Name Cleta + Melvin Whipple Address 2816 WERRITT AVE. Zip 89102-6087

Signature x Cleta Whipple Melvin R. Whipple

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

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2006 NOV 13 A 10:15

1. Whereas the present R-1 Zoning abutting our neighborhood's south property line is our only protection against any commercial business choosing to operate there;
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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print Name LILY PHILLIPS Address 3004 WILMINGTON WAY Zip 89102

Signature x Lily Phillips

Print Name AHMAD-ARABAT Address 3000 WILMINGTON Zip 89102

Signature x A. Arabat

Print Name MAURICIO ROJAS Address 3004 MERRITT AVE. Zip 89102

Signature x Mauricio Rojas

Print Name Beverly C. Stewart Address 2816 Kings Way Zip 89102

Signature x Beverly C. Stewart

Print Name C. K. LEMLEY Address 2729 MERRITT AVE. Zip 89102

Signature x Robert T. Lemley

Print Name DAVID DARBY Address 1800 JAMESTOWN WAY Zip 89102

Signature x David Darby

Print Name Wayne Ratzenberger Address 3004 Palm Springs Way Zip 89102

Signature x Wayne Ratzenberger

Print Name Nancy RATZENBERGER Address 3004 Palm Springs Way Zip 89102

Signature x Nancy Ratzenberger

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

CITY CLERK

2006 NOV 13 A 10:15

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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print

Name LETICIA FRANK Address 3008 WILMINGTON LV NV Zip 89102

Signature x Leticia Frank

Print

Name Phillip Legler Address 2725 Alcoa Ave Zip 89102

Signature x Phillip Legler

Print

Name Al Loose Address 3109 W King way Zip 89102

Signature x AL LOOS

Print

Name Esther A. Lucibello Address 2821 Wilmington Way Zip 89102

Signature x Esther A. Lucibello

Print

Name LORRAINE WOODBURY Address 2817 ALCOA AVE. Zip 89102

Signature x Lorraine Woodbury

Print

Name Joe Hopper Address 2828 Alcoa Ave Zip 89102

Signature x J. Hopper

Print

Name Alice Maguire Address 3021 Milo Wy Zip 89102

Signature x Alice Maguire

Print

Name GILIO AVELLA Address 2901 ALCOA AVE Zip 89102

Signature x Gilio Avella

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**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

2006 NOV 13 A 10:15

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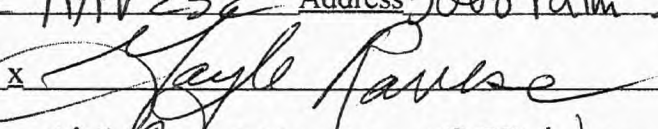
Print

Name Hipolito Olocro Address 3021 Piedmont Ave Zip 89102

Signature x 

Print

Name GAYLE RAVESSE Address 3000 Palm Springs W Zip 89102

Signature x 

Print

Name MARIE McCaughy Address 2833 WILMINGTON Zip 89102

Signature x Marie A. McCaughy

Print

Name _____ Address _____ Zip _____

Signature x Jorge E. Hernandez

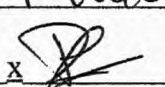
Print

Name Jorge E. Hernandez Address 2721 Alcazar Zip _____

Signature x _____

Print

Name Robert Luscombe Address 2724 Trona St. Zip 89102

Signature x 

Print

Name Nicole Luscombe Address 2724 Trona St. Zip 89102

Signature x Nicole Luscombe

Print

Name Don Sheely Address 2840 MILO WAY Zip 89102

Signature x Don Sheely

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**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

2006 NOV 13 A 10:15

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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print Name Nancy & Joseph Stackman Address 3204 WILMINGTON WAY Zip 89102

Signature x Nancy Stackman

Print Name ~~Shirleen DeMasi~~ Address ~~2801 PALM SPRINGS~~ Zip ~~89102~~

Signature x Shirleen DeMasi

Print Name _____ Address _____ Zip _____

Signature x Shirleen DeMasi

Print Name SHIRLEEN DEMASI Address 2801 PALM SPRINGS Zip 89102

Signature x _____

Print Name Bridget Kennedy Address 3105 KEEVILLE Zip 89102

Signature x Bridget Kennedy

Print Name Jennifer Melendy Address 2600 CABOT Zip 89102

Signature x Jennifer Melendy

Print Name TERRENCE K. ROSE Address 3100 KINGS LANE Zip 89102

Signature x Terrence K. Rose

Print Name JOHN HOLTEN Address 2913 LAMBERTSON WAY Zip 89102

Signature x John Holten

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

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2006 NOV 13 A 10:15

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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print Name TRAVIS E. DOOLIN Address 3008 PIEDMONT Zip 89102

Signature x Travis E. Doolin

Print Name Frances Sheely Address 2840 Milo Way Zip 89102

Signature x Frances Sheely

Print Name Yolanda C Sorensen Address 2713 ALCOA AVE Zip 89102

Signature x Yolanda C Sorensen

Print Name JOEL CASTILLO Address 2713 ALCOA AVE Zip 89102

Signature x Joel Castillo

Print Name John A. Tobler Address 2900 Richfield Blvd Zip 89102

Signature x John A. Tobler

Print Name Phil Reis Address 3020 Piedmont Ave Zip 89102

Signature x Phil Reis

Print Name Allan C. Fair Address 2800 Alcoa Ave Zip 89102

Signature x Allan C. Fair

Print Name Steven Dean Address 2912 Milo Way Zip 89102

Signature x Steven Dean

LV, NV

2006 NOV 13 A 10:15
2006 NOV 13 A 10:15
CITY CLERK
RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031

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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print Name Mary Earl Address 3105 Merritt Zip 89102

Signature x Mary Earl

Print Name Wilson, Coriiss Address 3012 MERRITT AVE Zip 89102

Signature x Coriiss R. Wilson

Print Name C. MCB Address 3005 ALCOA AVE Zip 89102

Signature x Charles McBride

Print Name Miguel Paraza Address 2521 RICHFIELD BLVD Zip 89102

Signature x Miguel

Print Name FRANCISCA O. LLAVE Address 2529 Richfield Blvd Zip 89102
Las Vegas NV.

Signature x Francisca

Print Name ESTEBAN HERNANDEZ Address 2525 RICHFIELD DR Zip 89102

Signature x Esteban Hernandez

Print Name Ace Alderette Address 3001 Merritt Ave Zip 89102

Signature x Ace Alderette

Print Name VAZQUEZ, JUAN Address 3020 MERRITT Zip 89102

Signature x Juan Vazquez

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

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2006 NOV 13 A 10:15

1. Whereas the present R-1 Zoning abutting our neighborhood's south property line is our only protection against any commercial business choosing to operate there;
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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print

Name Delilah Ascencio Address 3009 wilmingtong way Zip 89102

Signature ☒ Delilah Ascencio

Print

Name P. SANNAZZO Address 3004 Roseville Zip 89102

Signature ☒ P. Sannazzo

Print

Name Marisa Deresz Address 3001 Piedmont Ave Zip 89102

Signature ☒ Marisa Deresz

Print

Name ELIARD FINO Address 301 wilmingtong way Zip 89102

Signature ☒ Eliard Fino

Print

Name ARELT FINO Address 301 wilmingtong way Zip 89102

Signature ☒ Arlet Fino

Print

Name MARIA N HARVEY Address 3000 ROSEVILLE Zip 89102

Signature ☒ M. N. Harvey

Print

Name MR. FRED HARVEY Address 3000 ROSEVILLE Zip 89102

Signature ☒ F. Harvey

Print

Name TESHOME MENGISTU Address 3005 PIEDMONT AVE. Zip 89102

Signature ☒ Teshome Mengistu

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RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST ZON-15031

2006 NOV 13 A 10:16

1. Whereas the present R-1 Zoning abutting our neighborhood's south property line is our only protection against any commercial business choosing to operate there;
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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print Name Adriane S. DE Oliveira Address 3209 W. Merritt Zip 89102

Signature ☒ Adriane S. de Oliveira

Print Name Antonio de Oliveira Address 3209 Merritt Zip 89102

Signature ☒ Antonio de Oliveira

Print Name Katherine Martin Address 2801 Alcoa Ave LVN Zip 89102

Signature ☒ Katherine Martin

Print Name GILBERTES RIVERA Address ✓ Zip ✓

Signature ☒ GR

Print Name Jorge Mayorga Address 2824 Northam St. Zip 89102

Signature ☒ Jorge Mayorga

Print Name Melini Fiso Address 2904 Richfield Blvd Zip 89102

Signature ☒ Melini Fiso

Print Name MARIA Soto Address 2825 Richfield Zip 89102

Signature ☒ Maria Soto

Print Name Diana A. Rhebok Address 2812 Richfield Zip 89102

Signature ☒ Diana A. Rhebok

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

CITY CLERK

2006 NOV 13 A 10:16

1. Whereas the present R-1 Zoning abutting our neighborhood's south property line is our only protection against any commercial business choosing to operate there;
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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print Name ARLENE JORGENSEN Address 2912 JANETOWN Zip 89102

Signature x Arlene Jorgensen

Print Name Andrés Ibarra Address 2800 Northham St Zip 89102

Signature x Andrés Ibarra

Print Name José Mayorga Address 2804 Northham St Zip 89102

Signature x José Mayorga

Print Name LUIS ANSON Address 2808 NORTHAM Zip 89102

Signature x Luis Anson

Print Name William W Votaw Address 2820 Northham Zip 89102

Signature x William W. Votaw

Print Name Robert STANFORD Address 2820 Northham Zip 89102

Signature x Robert Stanford

Print Name Siu C. Lee Address 2824 NORTHAM ST Zip 89102

Signature x Siu C. Lee

Print Name Candace Johnson Address 2828 Northham St Zip 89102

Signature x Candace Johnson

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CITY CLERK**
**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

2006 NOV 13 A 10:16

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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print Name Luis M. Rodriguez Address 2832 Northam St. Zip 89102

Signature ☒ Luis Rodriguez

Print Name John Maguire Address 3021 Milo Way Zip 89102

Signature ☒ John Maguire

Print Name Rail Rodriguez Address 2821 Northam St Zip 89102

Signature ☒ Rail Rodriguez

Print Name EVAN J. PAUL Address 2813 NORTHAM ST Zip 89102

Signature ☒ Evan J. Paul

Print Name Larry Willien Address 2805 Northam Zip

Signature ☒ Larry Willien

Print Name JOSE FARIAS Address 2705 NORTHAM Zip 89102

Signature ☒ Jose Farias

Print Name J. M. Jennifer M. Daly Address 2705 Northam St Zip 89102

Signature ☒ J. M. Daly

Print Name Luis Avellano Address 2701 Northam St. Zip 89102

Signature ☒ Luis Avellano

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

2006 NOV 13 A 10:16
CITY CLERK

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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print
Name Joseph C. HUDSON Address 2832 MILO WAY Zip 89102

Signature x Joseph C Hudson

Print
Name Leonardo A. Gaeto Address 2841 MILO WAY Zip 89102

Signature x [Signature]

Print
Name JOSE ORTIZ Address 2849 MILO WAY Zip 89102

Signature x [Signature]

Print
Name Derek Stevens Address 2901 MILO WAY Zip 89102

Signature x [Signature]

Print
Name Angela Perez Address 2905 MILO WAY Zip 89102

Signature x [Signature]

Print
Name Pedro Soldano Address 2909 MILO WAY Zip 89102

Signature x [Signature]

Print
Name Betty SELBY Address 3017 W JAMESTOWN Zip 89102

Signature x Betty Selby

Print
Name Jon Hulten Address 2913 JAMESTOWN WAY Zip 89102

Signature x JON E HOLTEN

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RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031

2006 NOV 13 A 10: 16

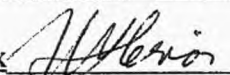
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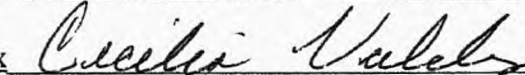
Print Name Elsie Sarpas Address 2908 Jamestown Zip 89102

Signature x 

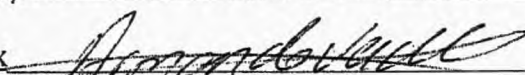
Print Name Maria LeRios Address 2904 Jamestown Way Zip 89102

Signature x 

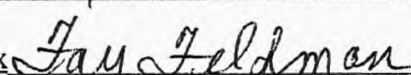
Print Name Cecilia Valdes Address 2840 Jamestown Zip 89102

Signature x 

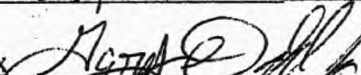
Print Name Amanda Valdes Address 2840 Jamestown Way Zip 89102

Signature x 

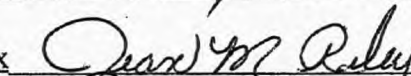
Print Name FAY Feldman Address 2836 Jamestown Way Zip 89102

Signature x 

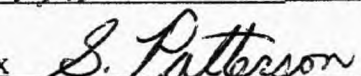
Print Name GARY DOD, JR. Address 2832 JAMESTOWN WAY Zip 89102

Signature x 

Print Name Jean M. Riley Address 2828 Jamestown Zip 89102

Signature x 

Print Name Steve Patterson Address 2845 Jamestown Way Zip 89102

Signature x 

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

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2006 NOV 13 A 10:14

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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print Name DAVID STROUD Address 2905 MERRITT AVE Zip 89102

Signature x David Stroud

Print Name R. Lynn Glaser Address 2904 Merritt Ave Zip 89102

Signature x R. Lynn Glaser

Print Name Gerry Rougey Address 2901 Merritt Ave Zip 89102

Signature x Gerry J Rougey

Print Name Glen Higgins Address 2900 Merritt Zip 89102

Signature x Glen Higgins

Print Name Thelma P. Rosales Address 2908 Merritt Ave Zip 89102

Signature x Rosales

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

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2006 NOV 13 A 10:16

1. Whereas the present R-1 Zoning abutting our neighborhood's south property line is our only protection against any commercial business choosing to operate there;
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Print Name Jose Pino Address 2129 Alcon Ave Zip 89102
Signature x

Print Name Mok Wai Man Address 2808 Richfield Blvd Zip 89102
Signature x

Print Name Suzanne Wilson Address 2805 Richfield Zip 89102
Signature x

Print Name [Signature] Address 2513 Richfield Zip 89102
Signature x MASHA ELI CISNEROS L.

Print Name _____ Address _____ Zip _____
Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____
Print Name _____ Address _____ Zip _____

Signature x _____
Print Name _____ Address _____ Zip _____

Signature x _____

RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST ZON-15031

RECEIVED
CITY CLERK

- 2006 NOV 13 4 10 PM
1. Whereas the present R-1 Zoning abutting our neighborhood's south property line is our only protection against any commercial business choosing to operate there;
 2. Whereas this present protection gives the residents of the Richfield Neighborhood a voice in maintaining a reasonable quality of life in their own homes;

We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print Name JEAN MARIE BERRY Address 2909 Jamestown Hwy Zip 89102

Signature x J Berry

Print Name Melton A Berry Address 2909 Jamestown Zip 89102

Signature x Melton A Berry

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

CITY CLERK

- 2006 NOV 13 A 10:16
1. Whereas the present R-1 Zoning abutting our neighborhood's south property line is our only protection against any commercial business choosing to operate there;
 2. Whereas this present protection gives the residents of the Richfield Neighborhood a voice in maintaining a reasonable quality of life in their own homes;

We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print Name Juan Martinez Address 3000 PIEDMONT Zip 89102

Signature x Juan Martinez

Print Name Javier Sanchez Address 3000 PIEDMONT Zip 89102

Signature x Javier Sanchez

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

**KUMMER
KAEMPFER**
**KUMMER KAEMPFER BONNER
RENSHAW & FERRARIO**

ATTORNEYS AT LAW

LAS VEGAS OFFICE

STEPHANIE H. ALLEN

sallen@kkbf.com
702.792-7000
 LAS VEGAS OFFICE
3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, NV 89169
Tel: 702.792.7000
Fax: 702.796.7181

 RENO OFFICE
5555 Kleitzke Lane
Reno, NV 89511
Tel: 775.852.3800
Fax: 775.852.3982

 SUMMERLIN OFFICE
3425 Cliff Shadows Parkway
Suite 150
Las Vegas, NV 89129
Tel: 702.633.4260
Fax: 702.939.8457

 CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.882.1311
Fax: 775.882.0257

January 3, 2007

VIA FACSIMILE

382-4803

 Ms. Barbara Jo Ronemus
City Clerk
City of Las Vegas
400 E. Stewart, 1st Flr.
Las Vegas, NV 89101

 Re: **ZON-15031 and SDR-15030**
3100 Meade, LLC

Dear Ms. Ronemus:

Our office represents the applicant in the above-referenced matters. We respectfully request that these items be withdrawn without prejudice from the presently scheduled City Council hearing January 3, 2007.

Thank you and please call if you have any questions.

Sincerely,

KUMMER KAEMPFER BONNER RENSCHAW & FERRARIO



Stephanie H. Allen

SHA/mlt

cc: Jeanne Maust & Robin Munier (via fax: 382-8558)

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CITY CLERK
2007 JAN - 3 P 12:16


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Continued after final page

Date 1/3/07 Item #93+94

**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**

LEASE AGREEMENT
(Modified Gross)

THIS LEASE AGREEMENT ("Lease") is made between Harsch Investment Properties - Nevada, LLC, an Oregon limited liability company ("Landlord"), and Champion Designs LLC dba Champion Vinyl Products, a Nevada corporation ("Tenant"), as of June 14, 2006 (the "date of this Lease")

BASIC LEASE INFORMATION

DESCRIPTION OF PREMISES: 4080 West Desert Inn, Suite W-103 (the Premises as shown on Exhibit A), consisting of approximately 2,350 square feet within Building W (the "Building") of Landlord's property known as Location One Commerce Center (the "Project")

PERMITTED USE: FABRICATION AND SALES OF VINYL PRODUCTS FOR NO OTHER PURPOSE.

INITIAL LEASE TERM: 6 MONTHS AND 15 DAYS

EARLY OCCUPANCY DATE: _____

SCHEDULED COMMENCEMENT DATE: June 16, 2006

SCHEDULED EXPIRATION DATE: December 31, 2006

BASE RENT, OPERATING EXPENSES AND SECURITY DEPOSIT:

(a) Base Rent due pursuant to Paragraph 3:
June 16, 2006 through June 30, 2006 \$ 1,586.50 per month
July 1, 2006 through December 31, 2006 \$ 3,173.00 per month

(b) Security Deposit pursuant to Paragraph 5
\$3,173.00

(c) Monthly HVAC Service Charge pursuant to Paragraph 7.3:
June 16, 2006 through June 30, 2006 \$30.00
July 1, 2006 through December 31, 2006 \$60.00

(d) Monthly Trash Surcharge \$ N/A

NOTICE ADDRESSES:
NOTICE TO LANDLORD:
Harsch Investment Properties - Nevada, LLC
3111 South Valley View Blvd., Suite K-101
Las Vegas, Nevada 89102
Attn: Property Manager
Fax: (702) 368-2930

NOTICE TO TENANT:
Champion Vinyl Products
3000 Meade Ave.
Las Vegas NV 89102
Attn: Jason Randall
Fax: 702-643-9494

BILLING AND PAYMENT ADDRESSES:
LOCKBOX REMITTANCE TO LANDLORD:
Location #1 Commerce Ctr
Unit No. 32
P O Box 5000
Portland, Oregon 97208-5000

BILLING TO TENANT:
Champion Vinyl Products
3000 Mead Ave
Las Vegas NV 89102
Attn: Jason Randall

TENANT'S TAXPAYER ID #: 88-0457989

GUARANTOR: None

TENANT CONTACT: Name: Jason Randall Telephone: 702-643-7766 Fax: 702-643-9494

IN WITNESS WHEREOF, the parties hereto have executed this Lease, consisting of the foregoing Basic Lease Information, the following Paragraphs 1 through 23 (the "Standard Lease Provisions") and Exhibits A (Premises/Project), B (Insurance), C (Signage Criteria), D (Intentionally Omitted), E (Rules & Regulations) F (Intentionally Omitted) and G (Intentionally Omitted) all of which are incorporated herein by this reference (collectively, this "Lease"). In the event of any conflict between the provisions of the Basic Lease Information and the provisions of the Standard Lease Provisions, the Standard Lease Provisions shall control

Landlord
Harsch Investment Properties - Nevada, LLC
an Oregon limited liability company

By: Keitha Williams
Name: Keitha Williams
Its: Regional Leasing Director

Tenant
Champion Designs LLC, dba Champion Vinyl Products

By: Lucretia G. Corral
Lucretia G. Corral, President
By: Jason A. Randall
Jason A. Randall, Director Of Operations

STANDARD LEASE PROVISIONS
(Modified Gross)

1. **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to the following terms and conditions, the Premises located in the Project and described in the Basic Lease Information and shown on the attached Exhibit A. Landlord reserves the right to make such changes, additions and/or deletions to the Project and/or the common areas and parking or other facilities thereof as it shall determine from time to time.

2. **Term.** (a) Unless delayed or sooner terminated in accordance herewith, the term of this Lease (the "Term") shall be as set forth in the Basic Lease Information. If the Term Commencement Date (defined below) is not the first day of a calendar month, there shall be added to the Term the partial month ("Partial Lease Month") from the Term Commencement Date through the last day of that calendar month containing the Term Commencement Date.

(b) The Term shall commence as specified in the Basic Lease Information on the Scheduled Term Commencement Date unless the Landlord has not delivered the Premises to Tenant by that date. In the latter event, the Term Commencement Date shall be the earlier of the date Landlord delivers the Premises to Tenant or the date Tenant takes possession or commences use of any portion of the Premises for any business purpose (including moving in). If this Lease contemplates the construction of tenant improvements in the Premises by Landlord, Landlord shall be deemed to have delivered the Premises to Tenant on the date determined by Landlord's space planner to be the date of substantial completion of the work to be performed by Landlord (as described in the Tenant Improvement Agreement, if any, attached hereto as Exhibit D). Tenant acknowledges that Tenant has inspected and accepts the Premises in their present condition, "AS-IS" (WITH ALL FAULTS), except for tenant improvements (if any) to be constructed by Landlord in the Premises.

(c) This Lease shall be a binding contractual obligation upon execution and delivery hereof by Landlord and Tenant, notwithstanding the later commencement of the Term. If the Term Commencement Date is delayed, this Lease shall not be void or voidable, the Term shall not be extended (except as provided in Paragraphs 2(a) & 2(b)), and Landlord shall not be liable to Tenant for any loss or damage resulting therefrom; provided that Tenant shall not be liable for any Rent (defined below) for any period prior to the Term Commencement Date.

(d) Upon full execution and delivery of this Lease and receipt by Landlord of satisfactory evidence of Tenant's compliance with the insurance provisions of the Lease, Tenant may be permitted to occupy the Premises prior to the Term Commencement Date to install furniture, fixtures and the like. Early occupancy shall not advance the expiration date of the Lease and no Base Rent shall be payable, but Tenant shall be responsible for any separately metered utility usage and bound by all other provisions of the Lease including, without limitation, Additional Rent (defined below). During any early occupancy or other period in which Landlord and Tenant are simultaneously occupying and/or performing work in the Premises, Landlord's construction supervisor shall be authorized to resolve any conflicts as to scheduling, access or the like.

3. **Rent.** Subject to the provisions of this Paragraph 3, Tenant agrees to pay during the Term as rent for the Premises the sums specified in the Basic Lease Information (as increased from time to time as provided in the Basic Lease Information or as may otherwise be provided in this Lease) (the "Base Rent"). Base Rent shall be payable in consecutive monthly installments, in advance, without prior notice, demand, deduction or offset, commencing on the Term Commencement Date and continuing on the first day of each calendar month thereafter, except that the first full monthly installment of Base Rent shall be payable upon Tenant's execution of this Lease. If the Term Commencement Date is not the first day of a calendar month, then the Base Rent for the Partial Lease Month shall be prorated based on a 30-day month and shall be payable on the first day of the calendar month following the Term Commencement Date. Base Rent, all forms of additional rent payable hereunder by Tenant and all other amounts, fees, payments or charges payable hereunder by Tenant (collectively, "Additional Rent") shall (i) each constitute rent payable hereunder (and shall sometimes collectively be referred to herein as "Rent"), (ii) be payable to Landlord in lawful money of the United States when due without any prior demand therefor, except as may be expressly provided to the contrary herein, (iii) be payable to Landlord at Landlord's Remittance Address set forth in the Basic Lease Information or to such other person or to such other place as Landlord may from time to time designate in writing to Tenant, and (iv) if applicable, be prorated based upon a 30 day month for any partial month.

4. **Delinquent Payment; Handling Charges.** If Tenant is more than ten (10) days late in paying any amount of Rent, Tenant shall pay Landlord a late charge equal to ten percent (10%) of the delinquent amount, or \$100.00, whichever is greater. In addition, any amount due from Tenant to Landlord which is not paid within ten (10) days of the date due shall bear interest at an annual rate (the "Default Rate") equal to fifteen percent (15%).

5. **Security Deposit.** Upon execution of this Lease, Tenant shall pay to Landlord the amount of Security Deposit specified in the Basic Lease Information. If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be required to, use, apply or retain all or any part of the Security Deposit. If any portion of the Security Deposit is so used or applied, Tenant shall, within ten (10) days after demand therefor by Landlord, deposit with Landlord cash in an amount sufficient to restore the Security Deposit to the amount required to be maintained by Tenant hereunder. Within a reasonable period following expiration or the sooner termination of this Lease, provided that Tenant has performed all of its obligations hereunder, Landlord shall return to Tenant the remaining portion of the Security Deposit. The Security Deposit may be commingled by Landlord with Landlord's other funds, and no interest shall be paid thereon.

6 Obligations of Landlord and Tenant.

6.1 Landlord's Obligations. Landlord shall be responsible and pay for all real property taxes associated with the Project, insurance for the protection of Landlord, operation of and lighting for the common areas of the Project, and water and sewer services to the Premises and the Project. Landlord shall also provide basic trash disposal services and may impose a surcharge on Tenant for use in excess of the normal level provided. In no case shall the reduction or unavailability of any service or any interference in Tenant's business operations within the Premises render Landlord liable to Tenant for any damages of any nature whatsoever caused thereby, constitute a constructive eviction of Tenant, constitute a breach of any implied warranty by Landlord, or entitle Tenant to any abatement of Tenant's rental obligations hereunder. Landlord reserves the right (but shall not be obligated) to contract directly for any such services or to change the supplier or provider of any such services from time to time.

6.2 Tenant's Obligations. Tenant shall (to the extent possible) contract for and pay directly when due for all gas, heat, air conditioning, light, power, telephone and data, sprinkler charges, cleaning, waste disposal in excess of that provided by Landlord, and other utilities and services (the "Services") used on or from the Premises, together with any taxes (other than real estate taxes), penalties, surcharges or the like pertaining thereto. If any such Services are not separately billed or metered to Tenant, Tenant shall pay an equitable share, as determined in good faith by Landlord, of all charges jointly billed or metered with other premises in the Project. Tenant shall also be responsible and pay for any personal property, sales, use or income taxes associated with Tenant's use or occupancy of the Premises, insurance required to be carried by Tenant under the Lease, and Tenant's repair and maintenance duties under the Lease.

7. Improvements, Alterations, Repairs and Maintenance, HVAC & Mechanic's Liens.

7.1 Improvements; Alterations. No alterations in, of or to the improvements contained within the Premises (collectively, "Alterations") are permitted without Landlord's prior written approval. Any Alterations shall be installed at Tenant's expense and only in accordance with detailed plans and specifications, construction methods, and all appropriate permits and licenses. Such work may only be done by professionally qualified and licensed contractors and subcontractors approved by Landlord.

7.2 Repairs and Maintenance. Tenant shall maintain the Premises and the improvements and electrical and plumbing systems, including all interior lighting and ballasts, plate glass windows and doors, all interior floor surfaces, walls and ceilings in a first-class condition. Tenant shall repair or replace, as needed, subject to Landlord's direction, any damage to the Project caused by Tenant, including, without limitation, any contractor, employee, agent, invitee or visitor of Tenant (each, a "Tenant Party"). If any such damage occurs outside of the Premises, or if Tenant fails to perform Tenant's obligations under this Paragraph 7.2 or under any other paragraph of this Lease within ten (10) days' after written notice from Landlord (except in the case of an emergency, in which case no notice shall be required), then Landlord may elect to perform such obligations and repair such damage itself at Tenant's expense. Except for and to the extent of damage done by Tenant or a Tenant Party, Landlord shall be responsible and pay for maintenance and repair of the common areas and the foundation, roof, exterior surfaces of the exterior walls, and structural elements of the Premises.

7.3 HVAC. Landlord shall have responsibility for the preventive maintenance, repair and replacement of the heating, ventilation and air conditioning (HVAC) systems serving the Premises. In addition to Base Rent, Tenant shall pay a monthly HVAC Service Charge as set forth in the Basic Lease Information, the amount of which may be increased by Landlord annually, on or about the anniversary date of the Lease, but such increases shall not exceed Five Dollars (\$5.00) per month.

7.4 Mechanic's Liens. Tenant shall not cause, suffer or permit any mechanic's or materialman's lien or claim to be filed or asserted against the Premises or the Project for any work performed, materials furnished, or obligation incurred by or at the request of Tenant or any Tenant Party.

8 Use

8.1 Permitted Use. Tenant shall continuously occupy and use the Premises only for the Permitted Use stated in the Basic Lease Information (the "Permitted Use") and shall not create or permit any nuisance or unreasonable interference with or disturbance of any other tenants of Landlord. Tenant shall at its sole cost and expense strictly comply with all existing or future applicable governmental laws, rules, requirements and regulations, and covenants, easements and restrictions of record governing and relating to the use, occupancy or possession of the Premises, or to Tenant's use of the common areas (collectively "Regulations"). Should any Regulation now or hereafter be imposed on Tenant or Landlord by any governmental body relating to the use or occupancy of the Premises by Tenant or any Tenant Party, then Tenant agrees, at its sole cost and expense, to comply promptly with such Regulations.

8.2 Hazardous Materials. As used in this Lease, the term "Hazardous Material" means any flammable items, hazardous or toxic substances, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, pesticides, asbestos, PCBs and similar compounds, and including any materials subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Property by Tenant or any Tenant Party without the prior written consent of Landlord.

9. **Assignment and Subletting.**

9.1 **Transfers; Consent.** Tenant shall not, without the prior written consent of Landlord, (a) assign, transfer, mortgage, hypothecate, or encumber this Lease or any estate or interest herein, whether directly, indirectly or by operation of law, (b) permit any other entity to become a Tenant hereunder by merger, consolidation, or other reorganization, (c) if Tenant is a corporation, partnership, limited liability company, limited liability partnership, trust, association or other business entity (other than a corporation whose stock is publicly traded), permit, directly or indirectly, the transfer of any ownership interest in Tenant so as to result in (i) a change in the current control of Tenant, (ii) a transfer of twenty-five percent (25%) or more in the aggregate in any twelve (12) month period in the beneficial ownership of such entity or (iii) a transfer of all or substantially all of the assets of Tenant, (d) sublet any portion of the Premises, or (e) grant any license, concession, or other right of occupancy of or with respect to any portion of the Premises, or (f) permit the use of the Premises by any party other than Tenant or a Tenant Party (each of the events listed in this Paragraph 9.1 being referred to herein as a "Transfer"). At least twenty (20) business days prior to the effective date of any proposed Transfer, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer and all consideration therefor, copies of the proposed documentation, and such information as Landlord may reasonably require. Any Transfer made without Landlord's consent shall be void and shall constitute an Event of Default by Tenant. Tenant shall pay to Landlord \$500 as a review fee for each Transfer request, and reimburse Landlord for its reasonable attorneys' fees and all other costs incurred in connection with considering any request for consent to a proposed Transfer. Landlord's consent to a Transfer shall not release Tenant from its obligations under this Lease (or any guarantor of this Lease of its obligations with respect thereto). Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers.

9.2 **Cancellation and Recapture.** Notwithstanding Paragraph 9.1, Landlord may (but shall not be obligated to), within ten (10) business days after receipt of Tenant's written request for Landlord's consent to an assignment or subletting, cancel this Lease as to the portion of the Premises proposed to be sublet or subject to an assignment of this Lease ("Transfer Space") as of the date such proposed Transfer is proposed to be effective and, thereafter, Landlord may lease such portion of the Premises to the prospective transferee (or to any other person or entity or not at all) without liability to Tenant.

10. **Insurance, Waivers, Subrogation and Indemnity.**

10.1 **Insurance.** Tenant shall maintain throughout the Term each of the insurance policies described on Exhibit B attached hereto and shall otherwise comply with the obligations and requirements provided on Exhibit B.

10.2 **Waiver of Subrogation.** Landlord and Tenant each waives any claim, loss or cost it might have against the other for any damage to or theft, destruction, loss, or loss of use of any property (a "Loss"), to the extent the same is insured against (or is required to be insured against under the terms hereof) under any "all risk" property damage insurance policy covering the Project, the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, regardless of whether the negligence of the other party caused such Loss.

10.3 **Indemnity.** Subject to Paragraph 10.2, Tenant shall indemnify, defend and hold harmless Landlord and its affiliates, and each of their respective directors, shareholders, partners, lenders, members, managers, contractors, affiliates and employees (collectively, "Landlord Indemnitees") from and against all claims, losses, liabilities, causes of suit or action, judgments, damages, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising from or asserted in connection with the use or occupancy of the Premises by Tenant or any Tenant Party, or any negligence or misconduct of Tenant or of any Tenant Party in or about the Premises or the Project, or Tenant's breach of any of its covenants under this Lease, except in each case to the extent arising from the gross negligence or willful misconduct of Landlord or any Landlord Indemnitee. Except to the extent expressly provided in this Lease, Tenant hereby waives all claims against and releases Landlord and each Landlord Indemnitee for any injury to or death of persons, damage to property or business loss in any manner related to (i) Tenant's use and occupancy of the Premises, (ii) acts of God, (iii) acts of third parties, or (iv) any matter outside of the reasonable control of Landlord. This Paragraph 10.3 shall survive termination or expiration of this Lease.

11. **Subordination; Attornment.**

11.1 **Subordination.** This Lease is subject and subordinate to all present and future ground or master leases of the Project and to the lien of all mortgages or deeds of trust (collectively, "Security Instruments") now or hereafter encumbering the Project, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of any such Security Instruments, unless the holders of any such mortgages or deeds of trust, or the lessors under such ground or master leases (such holders and lessors are sometimes collectively referred to herein as "Holders") require in writing that this Lease be superior thereto. Tenant shall, within fifteen (15) days of request to do so by Landlord, execute, acknowledge and deliver to Landlord such further instruments or assurances as Landlord may deem necessary or appropriate to evidence or confirm the subordination or superiority of this Lease to any such Security Instrument.

11.2 **Attornment.** Tenant covenants and agrees that in the event that any proceedings are brought for the foreclosure of any mortgage or deed of trust, or if any ground or master lease is terminated, it shall attorn, without any deductions or set-offs whatsoever, to the purchaser upon any such foreclosure sale, or to the lessor of such ground or master lease, as the case may be, if so requested to do so by such purchaser or lessor, and to recognize such purchaser or lessor as "Landlord" under this Lease. In the event that the holder of any such mortgage or deed of trust becomes the "Landlord" under this Lease, such holder shall not be liable for any act or omission of Landlord which occurred prior to such holder's acquisition of title.

12. **Rules and Regulations and Signage.** Tenant shall comply, and shall cause each Tenant Party to comply, with the Rules and Regulations of the Project which are attached hereto as Exhibit E and the signage criteria which are attached hereto as Exhibit C, and all such nondiscriminatory modifications, additions, deletions and amendments thereto as Landlord shall adopt in good faith from time to time.

13. **Condemnation.** If the entire Project or Premises are taken by right of eminent domain or conveyed by Landlord in lieu thereof (a "Taking"), this Lease shall terminate as of the date of the Taking. If any material portion, but less than all of the Premises or the Building, become subject to a Taking and such Taking will render the Premises untenable for a period of more than one hundred eighty (180) days, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within thirty (30) days after the Taking, and all Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. If any material portion, but less than all, of the Project, Building or the Premises becomes subject to a Taking, or if Landlord is required to pay any of the proceeds received for a Taking to any Holder of any Security Instrument, then Landlord may terminate this Lease by delivering written notice thereof to Tenant within thirty (30) days after such Taking, and all Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. If this Lease is not so terminated, then Base Rent thereafter payable hereunder shall be abated for the duration of the Taking in proportion to that portion of the Premises rendered untenable by such Taking. If any Taking occurs, then Landlord shall receive the entire award or other compensation for the land on which the Project is situated, the Project, and other improvements taken, and Tenant may separately pursue a claim (to the extent it will not reduce Landlord's award).

14. **Fire or Other Casualty**

14.1 **Repair Estimate; Right to Terminate.** If all or any portion of the Premises or the Project is damaged by fire or other casualty (a "Casualty"), Landlord shall, within ninety (90) days after Landlord's discovery of such damage, deliver to Tenant its good faith estimate (the "Damage Notice") of the time period following such notice needed to repair the damage caused by such Casualty. Landlord may elect to terminate this Lease in any case where (a) any portion of the Premises or any material portion of the Project are damaged and (b) either (i) Landlord estimates in good faith that the repair and restoration of such damage under Paragraph 14.2 ("Restoration") cannot reasonably be completed (without the payment of overtime) within two hundred (200) days of Landlord's actual discovery of such damage, (ii) the Holder of any Security Instrument requires the application of any insurance proceeds with respect to such Casualty to be applied to the outstanding balance of the obligation secured by such Security Instrument, (iii) the cost of such Restoration is not fully covered by insurance proceeds available to Landlord and/or payments received by Landlord from tenants, or (iv) Tenant shall be entitled to an abatement of rent under this Paragraph 14 for any period of time in excess of thirty-three percent (33%) of the remainder of the Term.

14.2 **Repair Obligation; Abatement of Rent.** Subject to Paragraph 14.1, Landlord shall, within a reasonable time after the discovery by Landlord of any damage resulting from a Casualty, begin with reasonable diligence to restore the Premises to substantially the same condition as existed immediately before such Casualty, except for modifications required by Regulations, and modifications to the Project reasonably deemed desirable by Landlord; provided, however, that Landlord shall not be required as part of the Restoration to repair or replace any of the Alterations, furniture, equipment, fixtures, and other improvements which may have been placed by, or at the request of, Tenant or other occupants in the Premises. Landlord shall have no liability for any inconvenience or annoyance to Tenant or injury to Tenant's business as a result of any Casualty, regardless of the cause therefor. Base Rent shall abate if and to the extent a Casualty damages the Premises and renders them unfit for occupancy, and are not occupied by Tenant.

15. **Parking.** Tenant shall have the right to the nonexclusive use of the parking facilities of the Project for the parking of motor vehicles used by Tenant and Tenant Parties only; such rights are not transferable without Landlord's approval. The use of such parking facilities shall be subject to such rules and regulations as may be adopted by Landlord from time to time for the use of such facilities.

16. **Events of Default.** Each of the following occurrences shall be an "Event of Default" and shall constitute a material default and breach of this Lease by Tenant: (a) any failure by Tenant to pay Rent or any other amount due and payable hereunder when due; (b) the abandonment or vacation of the Premises by Tenant; (c) any failure by Tenant to obtain insurance and/or deliver insurance certificates required under Paragraph 11; (d) any failure by Tenant to execute and deliver any estoppel certificate or other document described in Paragraphs 12 or 21 requested by Landlord, where such failure continues for five (5) days after delivery of written notice of such failure by Landlord to Tenant; (e) any failure by Tenant to fully perform any other obligation of Tenant under this Lease, where such failure continues for thirty (30) days after delivery of written notice of such failure by Landlord to Tenant; (f) the voluntary or involuntary filing of a petition by or against Tenant or any general partner of Tenant or any guarantor (i) in any bankruptcy or other insolvency proceeding, (ii) seeking any relief under any state or federal debtor relief law, or (iii) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; (g) the default, repudiation or revocation of any guarantor of Tenant's obligations hereunder. Any notice of any failure of Tenant required under this Paragraph 16 shall be in lieu of, and not in addition to, any notice required under applicable law.

17. **Remedies.** Upon the occurrence of any Event of Default by Tenant, Landlord shall have, in addition to any other remedies available at law or in equity, the option to pursue any one (1) or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever:

(a) Terminate this Lease, and Landlord may recover from Tenant all amounts permitted by law necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform its obligations under this Lease (specifically including, without limitation, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant);

(b) If Landlord does not elect to terminate this Lease on account of any Event of Default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

(c) Landlord shall at all times have the right to seek any declaratory, injunctive, or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof

(d) Following the occurrence of two instances of payment of Rent more than ten (10) days late in any twelve (12) month period, the late charge set forth in Paragraph 4 shall apply from the date payment was due and Landlord may require that all remaining monthly installments of Rent payable under this Lease shall be payable by cashier's check or electronic funds transfer two (2) months in advance, and may require that Tenant increase the Security Deposit to an amount equal to two times the current month's Rent at the time of the most recent default. Landlord may cure Tenant's default at the expense of Tenant (A) immediately and without notice in the case (1) of emergency, (2) where such default unreasonably interferes with any other tenant in the Project, or (3) where such default will result in the violation of any Regulation or the cancellation of any insurance policy maintained by Landlord, and (B) in any other case if such default continues for ten (10) days following the receipt by Tenant of notice of such default from Landlord and all costs incurred by Landlord in curing such default(s), including, without limitation, attorneys' fees, shall be reimbursable by Tenant as Rent hereunder upon demand, together with interest thereon, from the date such costs were incurred by Landlord, at the Default Rate.

18 **Surrender of Premises.** No agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the expiration or earlier termination of this Lease, Tenant shall deliver to Landlord all keys to the Premises, and Tenant shall deliver to Landlord the Premises in the same condition as existed on the date Tenant originally took possession thereof, ordinary wear and tear excepted. In addition, prior to the expiration of the Term or any sooner termination thereof, (a) Tenant shall remove such Alterations as Landlord shall request (even if installed with Landlord's consent) and shall restore the portion of the Premises affected by such Alterations and such removal to its condition existing immediately prior to the making of such Alterations, (b) Tenant shall remove from the Premises all unattached trade fixtures, furniture, equipment and personal property located in the Premises, including, without limitation, phone equipment, wiring, cabling and all garbage, waste and debris, and (c) Tenant shall repair all damage to the Premises or the Project caused by any such removal including, without limitation, full restoration of all holes and gaps resulting from any such removal and repainting required thereby. All personal property and fixtures of Tenant not so removed shall, to the extent permitted under applicable Regulations, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items.

19. **Holding Over.** If Tenant holds over after the expiration or earlier termination of the Term hereof, with or without the express or implied consent of Landlord, Tenant shall be only a month-to-month tenant and otherwise upon the terms, covenants and conditions herein specified. Unless Tenant obtains Landlord's express written consent to the holdover, Tenant's Base Rent shall be at a rate equal to one hundred fifty percent (150%) of the monthly installment of Base Rent payable by Tenant immediately prior to such expiration or termination. If Tenant obtains Landlord's express written consent to the holdover, Tenant's Base Rent shall remain the same as it was immediately prior to such expiration or termination.

20 **Substitution or Demolition.**

20.1 **Substitution.** Upon at least sixty (60) days prior written notice, Landlord may relocate Tenant within the Project (or to any other facility owned by Landlord or an affiliate of Landlord within the vicinity of the Project) to substitute space. As used herein, "substitute space" means space containing square footage which is not more than 15 percent greater or lesser than the approximate square footage of the Premises set forth in the Basic Lease Information and which is comparable in utility and condition to the Premises. If Landlord exercises this right to relocate Tenant, Landlord shall reimburse Tenant for (a) Tenant's reasonable out-of-pocket expenses for moving Tenant's furniture, equipment and supplies from the Premises to the substitute space; (b) the cost of installing leasehold improvements in the substitute space comparable to those in the Premises; (c) reprinting Tenant's stationery of the same quality and quantity as Tenant's stationery supply on hand immediately before Landlord's exercise of this relocation right. In the event Tenant is relocated pursuant to this Section 20, Tenant shall surrender the Premises to Landlord in accordance with all terms and conditions of this Lease prior to the termination of the 60-day period and shall promptly upon Landlord's request execute an amendment to this Lease which shall designate the substitute space as the "Premises" subject to this Lease and adjust the Base Rent and Additional Rent to reflect any increase or decrease in the floor area of the substitute space or, if Tenant is relocated outside the Project, to execute a new lease in substantially the same form as the existing Lease with the affiliate of Landlord

20.2 **Demolition.** Landlord shall have the right to terminate this Lease in the event Landlord elects to demolish 75 percent or more of the total floor area in the building containing the Premises. In such event, Landlord shall give Tenant a notice of termination at least 180 days prior to the effective date of such termination and shall pay Tenant, on the termination date, the cost (less depreciation) of Tenant's fixtures (other than removable trade fixtures) and of leasehold improvements installed in the Premises at Tenant's expense. For the purposes of this provision, depreciation of Tenant's fixtures and leasehold improvements shall be calculated on a straight-line basis over the Term of this Lease (exclusive of any permitted extensions of the Term). Upon payment to Tenant of the amount specified in this paragraph and any prepaid Rent or security deposit, Landlord shall be relieved of all further liability to Tenant hereunder and the Lease shall terminate as of the effective date of such termination except for the rights and obligations accrued as of the date of such termination

21. **Miscellaneous.**

21.1 **Landlord Transfers and Liability.** Landlord may, without restriction, sell, assign or transfer in any manner all or any portion of the Project, any interest therein or any of Landlord's rights under this Lease and then Landlord shall automatically be released from any further obligations hereunder. The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease or with respect to any obligation or liability related to the Premises or the Project shall be recoverable only from the interest of Landlord in the Project, and neither Landlord nor any affiliate thereof shall have any personal liability with respect thereto and in no case shall Landlord be liable to Tenant for any lost profits, damage to business, or any form of special, indirect or consequential damage on account of any breach of

this Lease. In the event that the holder of a mortgage or deed of trust becomes the "Landlord" under this Lease, such holder shall not be liable for any act or omission of Landlord which occurred prior to such holder's acquisition of title

21.2 **Estoppel Certificates; Financial Statements.** At any time and from time to time during the Term, Tenant shall, without charge, execute, acknowledge and deliver to Landlord within ten (10) days after Landlord's request therefor, an estoppel certificate in recordable form containing such factual certifications and other provisions as are commonly found in the estoppel certificate forms requested by institutional lenders and purchasers.

21.3 **Notices.** Notices, consents, etc. desired or required to be given under this Lease shall be effective only if given in writing and sent by (a) registered or certified United States mail, postage prepaid, (b) nationally recognized express mail courier that provides written evidence of delivery, fees prepaid, or (c) facsimile and United States mail, postage prepaid, and addressed as set forth in the Basic Lease Information, or at such other address as may be specified from time to time, in writing, or, if to Tenant, at the Premises. Any such notice, consent, etc. shall be deemed given (i) if sent by mail, on the day it is officially delivered to or refused by the intended recipient, (ii) if sent by courier, on the date it is officially recorded by such courier, (iii) if delivered by facsimile, on the date the sender obtains written telephonic confirmation that the electronic transmission was received, or (iv) if delivered personally, upon delivery or, if refused by the intended recipient, upon attempted delivery.

21.4 **Payment by Tenant; Non-Waiver.** Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such terms. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

21.5 **Certain Rights Reserved by Landlord.** Landlord hereby reserves and shall have the following rights with respect to the Premises and the Project: (a) to make inspections, repairs, or improvements, whether structural or otherwise, in and about the Premises or any part thereof; and (b) to enter the Premises at reasonable hours (or at any time in an emergency) to perform repairs, to take any action authorized hereunder, or to show the Premises to prospective purchasers or lenders, or, during the last six (6) months of the Term, prospective tenants.

21.6 **Miscellaneous.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby. This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Tenant and the person or persons signing on behalf of Tenant represent and warrant that Tenant has full right and authority to enter into this Lease, and that all persons signing this Lease on its behalf are authorized to do so. If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease. All exhibits and attachments attached hereto are incorporated herein by this reference. This Lease shall be governed by and construed in accordance with the laws of the jurisdiction where the Project is located. In any action which Landlord or Tenant brings to enforce its respective rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including without limitation, reasonable attorneys' fees and court costs. Tenant shall not record this Lease or any memorandum hereof. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR WITH RESPECT TO THIS LEASE.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original. Time is of the essence as to the performance of each covenant hereunder in which time of performance is a factor.

22. **No Broker.** Landlord and Tenant each warrant that they have dealt with no real estate broker in connection with this transaction with the exception of the brokers, if any, named in Exhibit F. Landlord and Tenant each agree to hold each other harmless from and against any and all damages, costs and expenses resulting from any claim(s) for a brokerage commission or finder's fee that may be asserted against either of them by any broker or finder with whom the other has dealt.

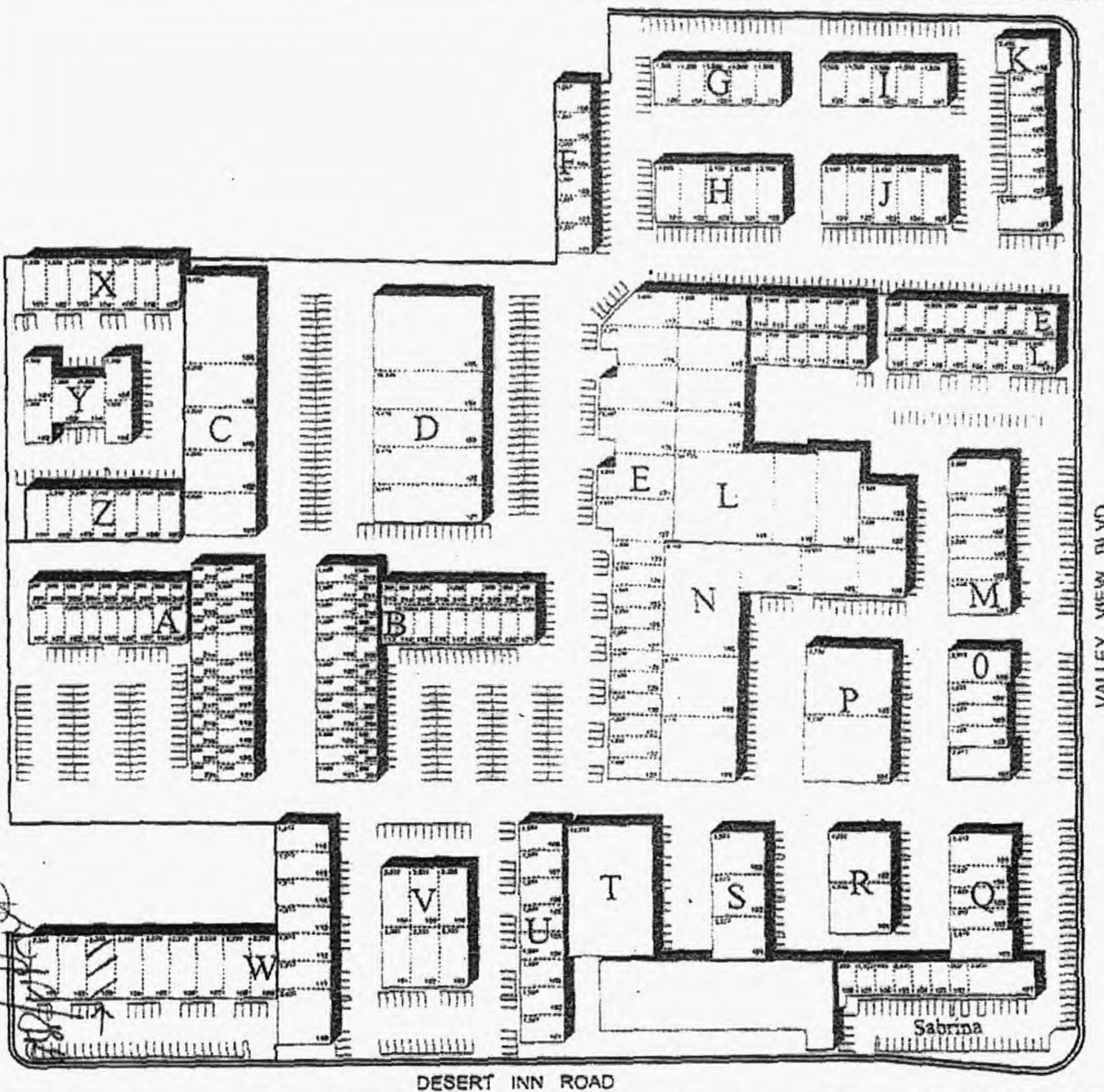
23. **Further provisions, if any, are contained in Exhibit F, attached hereto.**

Submission of this Lease to Tenant does not constitute an option or offer to lease and this Lease is not effective otherwise until execution and delivery by both Landlord and Tenant.

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SIRIUS AVENUE

WYNN ROAD



DESERT INN ROAD

**LOCATION ONE
BUSINESS PARK**

SITE ADDRESS:
4080 WEST DESERT INN ROAD
3111 SOUTH VALLEY VIEW BLVD.
LAS VEGAS, NV 89102

PARCEL NUMBER:
16207802013

PARCEL MAP FILE:
#10, PG. 23
Y21 R61 SECTION 7

ZONE: M-1

VALLEY VIEW BLVD.

EXHIBIT A



EXHIBIT B
INSURANCE

Tenant's Insurance. Tenant shall, at Tenant's sole cost and expense, procure and keep in effect from the date of this Lease (or earlier authorized occupancy) and at all times until the end of the Term, the following insurance coverage:

1. **Property Insurance.** Insurance on all personal property and fixtures of Tenant and all improvements made by or for Tenant to the Premises on an "All Risk" or "Special Form" basis, for the full replacement value of such property.
2. **Liability Insurance.** Commercial General Liability insurance written on an ISO CG 00 01 10 93 or equivalent form, on an occurrence basis, with a per occurrence limit of at least \$1,000,000, and a minimum general aggregate limit of at least \$2,000,000, covering bodily injury and property damage liability occurring in or about the Premises or arising out of the use and occupancy of the Premises and/or the Project by Tenant or any Tenant Party. Such insurance shall include contractual liability coverage insuring Tenant's indemnity obligations under this Lease, and shall be endorsed to name Landlord, any Holder of a Security Instrument and any other party specified by Landlord as an additional insured with regard to liability arising out of the ownership, maintenance or use of the Premises.
3. **Worker's Compensation and Employer's Liability Insurance.** (a) Worker's Compensation Insurance as required by any Regulation, and (b) Employer's Liability Insurance in amounts not less than \$1,000,000 each accident for bodily injury by accident and for bodily injury by disease, and for each employee for bodily injury by disease.
4. **Commercial Auto Liability Insurance.** Commercial auto liability insurance with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Such insurance shall cover liability relating to any auto (including owned, hired and non-owned autos).
5. **Alterations Requirements.** In the event Tenant shall desire to perform any Alterations, Tenant shall deliver to Landlord, prior to commencing such Alterations (i) evidence satisfactory to Landlord that Tenant carries "Builder's Risk" insurance covering construction of such Alterations in an amount and form approved by Landlord, (ii) such other insurance as Landlord shall reasonably require, and (iii) a lien and completion bond or other security in form and amount satisfactory to Landlord.
6. **General Insurance Requirements.** All coverages described in this Exhibit B shall be endorsed to (i) provide Landlord with thirty (30) days' notice of cancellation or change in terms; and (ii) be primary and non-contributing with Landlord's insurance. The property insurance coverage required of Tenant shall be endorsed to waive all rights of subrogation by the insurance carrier against Landlord or shall otherwise state that the carrier shall be so bound by Tenant's waiver of the carrier's right of subrogation. If at any time during the Term the amount or coverage of insurance which Tenant is required to carry under this Exhibit B is, in Landlord's reasonable judgment, materially less than the amount or type of insurance coverage typically carried by owners or tenants of properties located in the general area in which the Premises are located which are similar to and operated for similar purposes as the Premises or if Tenant's use of the Premises should change with or without Landlord's consent, Landlord shall have the right to require Tenant to increase the amount or change the types of insurance coverage required under this Exhibit B. All insurance policies required to be carried by Tenant under this Lease shall be written by companies rated AX or better in "Best's Insurance Guide" and authorized to do business in the State of Nevada. Deductible amounts under all insurance policies required to be carried by Tenant under this Lease shall not exceed \$50,000 per occurrence. Tenant shall deliver to Landlord on or before the Term Commencement Date, and thereafter at least thirty (30) days before the expiration dates of the expired policies, certified copies of Tenant's insurance policies, or a certificate evidencing the same issued by the insurer thereunder, and, if Tenant shall fail to procure such insurance, or to deliver such policies or certificates, Landlord may, at Landlord's option and in addition to Landlord's other remedies in the event of a default by Tenant under the Lease, procure the same for the account of Tenant, and the cost thereof (with interest thereon at the Default Rate) shall be paid to Landlord as Additional Rent.

Landlord's Insurance. All insurance maintained by Landlord shall be for the sole benefit of Landlord and under Landlord's sole control.

1. **Property Insurance.** Landlord agrees to maintain property insurance insuring the Building against damage or destruction due to risk including fire, vandalism, and malicious mischief in an amount not less than the replacement cost thereof, in the form and with deductibles and endorsements as selected by Landlord. At its election, Landlord may instead (but shall have no obligation to) obtain "All Risk" coverage, and may also obtain earthquake, pollution, and/or flood insurance in amounts selected by Landlord.
2. **Optional Insurance.** Landlord, at Landlord's option, may also (but shall have no obligation to) carry (i) insurance against loss of rent, in an amount equal to the amount of Base Rent and Additional Rent that Landlord could be required to abate to all Project tenants in the event of condemnation or casualty damage for a period of twelve (12) months, and (ii) liability insurance and such other insurance as Landlord may deem prudent or advisable, including, without limitation, liability insurance in such amounts and on such terms as Landlord shall determine. Landlord shall not be obligated to insure, and shall have no responsibility whatsoever for any damage to, any furniture, machinery, goods, inventory or supplies, or other personal property or fixtures which Tenant may keep or maintain in the Premises, or any leasehold improvements, additions or alterations within the Premises.

EXHIBIT C

SIGN CRITERIA

1. Purpose. These Sign Criteria have been established for the purpose of maintaining a consistent overall appearance of the Project and shall be strictly enforced.
2. Signage. As used herein, Signage shall mean any signs, advertising placards, banners, pennants, names, insignias, trademarks, balloons, flags, decals or other decorative or descriptive material installed on the Project.
3. Tenant Responsibility. Tenant, at its sole expense, shall be responsible for any Signage it requires at the Premises, including conforming with these Sign Criteria and all applicable laws, obtaining required permits, installing, maintaining and removing such Signage, as well as restoring the Premises to Landlord's satisfaction after such Signage is removed.
4. Approved Contractor. Tenant shall contract with a professionally licensed sign company approved by Landlord for the design, fabrication and installation of Tenant's Signage.
5. Landlord Approval Required. Tenant shall obtain Landlord's written approval prior to the installation or removal of any Signage on the Premises. Prior to Tenant's Signage installation, Tenant shall submit to Landlord for its review and approval, a scaled drawing of Tenant's proposed Signage including colors, construction details, method of attachment, electrical loads and electrical plans. Any sign installed without the prior approval of Landlord will be brought into conformity or removed at Tenant's expense.
6. Permitted Signage. Tenant shall be permitted Identification Signage at Tenant's main entrance displaying Tenant's business name, type of business and/or logo only. Tenant shall also be permitted Information Signage at Tenant's main entrance displaying Tenant's hours of operation and such other information approved by Landlord. Landlord shall designate the specific location of Tenant's Signage.
7. Sign Specifications. All Tenant Signage shall comply with these Sign Criteria and the Sign Specifications attached hereto as Exhibit C-1.
8. Installation. Tenant shall notify Landlord prior to the installation of any Signage. Tenant or its contractor shall repair any damage to any property caused by such installation work.
9. Maintenance. Tenant shall be solely responsible for the proper maintenance of its Signage, including illumination. Landlord may repair or maintain Tenant's Signage, at Tenant's expense, if Tenant has not commenced required maintenance of its signage within ten days after receipt of written notice from Landlord informing Tenant of such required repairs or maintenance.
10. Removal. Tenant shall remove all of its Signage upon the expiration or early termination of the Lease. Tenant shall notify Landlord prior to such removal. Landlord, at Tenant's expense, shall repair any damage to the building required as a result of Tenant's sign removal.
11. Interior Signage. Except as provided herein, no signs visible from the exterior of the Premises shall be permitted in the interior of the Premises without Landlord's consent.
12. Vehicle Signs. Without restricting Tenant's right to park its delivery or other vehicles used in the normal course of business on the Project, no signs may be affixed to any vehicles or trailers parked on the Project that advertise promotions or direct customers to the Premises.
13. Prohibited Signs. Signs consisting of moving, swinging, rotating, flashing, blinking, scintillating, fluctuating or otherwise animated light are prohibited. Off-premise signs or any sign installed for the purpose of advertising a product, event, person, or subject not related to the premises upon which said sign is located are prohibited, without written consent of the Landlord.
14. No Exceptions. Except as provided herein, no Signage shall be affixed, without Landlord's prior approval, anywhere on the Project, including but not limited to on the glass, in the window area or on the exterior walls of the building, landscaping areas, sidewalks or the driveways or parking areas of the Project.
15. Changes. These Sign Criteria are subject to change by Landlord. In the event Landlord changes the Sign Criteria for the Project during the term of this Lease, Landlord may update Tenant's Signage in compliance with the new Sign Criteria provided that any costs associated with such change shall be at Landlord's sole expense.

EXHIBIT C-1 SIGN SPECIFICATIONS

These Sign Specifications for Location One are an attachment to Landlord's Sign Criteria and are incorporated therein.

Identification Signage

1. Tenant's Identification Signage shall only be installed in the area designated by Landlord on the Building.
2. The letter style, wording and logo shall be submitted to Landlord for approval.
3. Tenant shall be responsible for electrical requirements, transformer specifications, conduit locations and other electrical criteria associated with any illuminated sign. There shall be no exposed wiring, conduits or transformers.
4. Tenant's sign panel shall be made of white acrylic material at least 3/16" thick, inserted in the existing metal sign can designated by Landlord. Vinyl letters shall be applied to the acrylic sign panel.

Information Signage

1. Tenant's Information Signage shall only be installed in the area designated by Landlord on the door or storefront of the building at Tenant's main entrance.
2. The letter style and wording shall be submitted to Landlord for approval.
3. Tenant's Information Signage shall consist of vinyl letters not to exceed 2" in height.

* * * * *

Exhibit E Rules and Regulations

Except as otherwise provided in the Multi-Tenant Lease to which this exhibit is attached, the following rules and regulations shall apply:

1. The sidewalk, entries and driveways of the Project shall not be obstructed by Tenant or its agents or used by them for any purpose other than ingress and egress to and from the Premises.
2. Tenant shall not place any objects, including antennas, satellites, outdoor furniture, etc., in the parking areas, landscaped areas or other areas outside of its Premises or on the roof of the Project. No A-frame signs allowed on the Project, the landscaping or the sidewalks.
3. Except for seeing-eye dogs or service animals, no animals, including birds or reptiles, shall be allowed in the offices, halls, corridors or common areas in the Project. Feeding of pigeons is strictly prohibited.
4. Tenant shall not disturb the occupants of the Project or adjoining buildings by the use of any radio or musical instrument or by the making of loud or improper noises including revving and testing of engines, vehicles and car stereo systems.
5. If Tenant desires data or telephone lines or other electric connections or installations in the Premises, Landlord or its agent will direct the electrician as to where and how the wires may be introduced and, without such direction, no boring or cutting of wires will be permitted. Any such installation or connection shall be made at Tenant's expense, with prior written authorization from Landlord.
6. Tenant shall not install or operate any steam or gas engine or boiler or carry on any mechanical business in the Premises except as specifically approved in the Lease. The use of oil, gas or flammable liquids for heating, lighting or any other purpose is expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought into the Project. Tenant cannot under any circumstances spray paint objects inside of or outside of leased Premises, unless using a certified paint booth.
7. Parking any type of recreational vehicles is specifically prohibited on or about the Project. No vehicle of any type shall be stored in the parking areas at any time. In the event a vehicle is disabled, improperly or illegally parked, or the vehicle is without a current license plate and tag, it shall be towed within 24 hours at the Tenant's expense. There shall be no "For Sale" or other advertising signs on or about any parked vehicle. All vehicles shall be parked in designated parking areas in conformity with all signs and other markings and cannot take more than one designated parking space. All parking will be open parking; numbering or lettering of individual spaces will not be permitted except as specified by Landlord. The parking lot cannot be used for the testing of vehicles, motorcycles, choppers, ATVs, motor scooters and pocket bikes, etc.
8. Tenant shall maintain the Premises free from rodents, insects and other pests. Interior extermination/spraying are the Tenant's responsibility.
9. Landlord reserves the right to exclude or expel from the Project any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who shall in any manner do any act in violation of the Rules and Regulations of the Project.
10. a. Tenant agrees that all Tenants' trash and rubbish shall be deposited in receptacles and that Tenant shall not cause or permit any trash receptacles to remain outside the building. Tenant cannot use on-site compactor/dumpsters for the disposal of any manufacturing materials and by-products, landscaping refuse, glass panes, etc., or for excessive amounts of any type of refuse. The compactor/dumpsters are for ordinary office refuse only. All boxes and pallets must be crushed or broken down before placing them into the compactor. All movable trash receptacles provided by the trash disposal firm for the Premises must be kept in the trash enclosure areas, if any, provided for that purpose. In the event Landlord provides or designates trash receptacles, Tenant agrees, at its own cost and expense, to cause such receptacles to be emptied and trash removed. Tenant agrees to bag trash before depositing it in the authorized trash area. Landlord reserves the right to contract for trash removal and bill Tenant for said service.

b. Tenant shall not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to Tenant for any loss of property on the Premises, however occurring, or for any damage done to the effects of Tenant by the janitors or any other employee or person.

11. Tenant shall give Landlord prompt notice of any defects in the water, lawn sprinkler, sewage, gas pipes, exterior electrical lights and fixtures, heating apparatus or any other service equipment affecting the Premises. Any damages caused by lack of notice by Tenant to Landlord will be the responsibility of the Tenant.
12. Tenant shall not permit storage outside the Premises including, without limitation, outside storage of pallets, trucks, trailers and other vehicles or dumping of waste or refuse or permit any harmful materials to be placed in any drainage or sanitary system or trash receptacle in or about the Premises
13. No auction, public or private, will be permitted on the Premises or the Project. No sidewalk sales allowed.
14. No awnings shall be placed over the windows in the Premises except with the prior written consent of Landlord.
15. The Premises shall not be used for lodging, sleeping or cooking or for any immoral or illegal purposes or for any purpose other than that specified in the Lease.
16. Tenant shall ascertain from Landlord the maximum amount of electrical current that can safely be used in the Premises, taking into account the capacity of the electrical wiring in the Project and the Premises and the needs of other tenants and shall not use more than such safe capacity. Landlord's consent to the installation of electric equipment shall not relieve Tenant from the obligation not to use more electricity than such safe capacity.
17. Tenant assumes full responsibility for protecting the leased Premises from graffiti, theft, robbery and pilferage.
18. Tenant shall not install or operate on the Premises any machinery or mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises and shall keep all such machinery free of vibration, noise and air waves which may be transmitted beyond the Premises.
19. No vehicle washing allowed on Property or Premises unless provided by contracted service that does not use Property water. Exterior Property water is for Landlord only and not for the use of the Tenant, unless permission is given to the Tenant by written notice.
20. No auto/vehicle repair work is to be done anywhere on Property, except the interior of Tenant's Premises, if that is Tenant's business activity as stated in the lease. Tenants who repair customer vehicles as part of their business cannot park such vehicles overnight in the parking lot. They must be stored inside the Tenant's Premises.
21. The maximum speed limit for all vehicles on the property is 20 miles per hour or less, depending on conditions. The Tenant is responsible for compliance of all traffic regulations by it and its employees, vendors, clients and customers.