



**CITY OF HENDERSON  
REDEVELOPMENT AGENCY LOAN COMMITTEE  
MEETING AGENDA**

**Regular Meeting  
Tuesday, August 27, 2013  
3:30 p.m.  
Meeting Inquiries: (702)267-1515**

**City Hall Annex  
City Hall Annex Conference Room  
280 Water Street  
Henderson, Nevada 89015**

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**Notice to persons with special needs:** For those requiring special assistance or accommodation at the meeting, please contact **MaryAnne Cruzado at 702-267-1515** at least 72 hours in advance. "Relay Nevada", a service provider for hearing or speech impaired persons, may be contacted by dialing 7-1-1.

The Chairman reserves the right to hear agenda items out of order, combine two or more agenda items for consideration, remove an item from the agenda, or delay discussion relating to an item on the agenda at any time. All items are action items unless otherwise noted.

Individuals speaking on an item will be limited to three (3) minutes and spokespersons for a group will be limited to ten (10) minutes.

Backup materials for agenda items can be found at:  
[http://www.cityofhenderson.com/redevelopment\\_agency/meeting\\_agendas\\_2013.php](http://www.cityofhenderson.com/redevelopment_agency/meeting_agendas_2013.php)  
To request backup materials, please contact MaryAnne Cruzado at (702)267-1515.

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**I. CALL TO ORDER**

**II. CONFIRMATION OF POSTING AND ROLL CALL**

**III. ACCEPTANCE OF AGENDA (For Possible Action)**

**IV. PUBLIC COMMENT**

Note: Items discussed under Public Comment cannot be acted upon at this meeting, but may be referred to a future agenda for consideration (NRS 241.020). Individuals speaking on an item will be limited to three (3) minutes and spokespersons for a group will be limited to ten (10) minutes.

**V. NEW BUSINESS**

1.	MINUTES—CITY OF HENDERSON REDEVELOPMENT AGENCY LOAN COMMITTEE MEETING OF JUNE 25, 2013 <i>(For Possible Action)</i>
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APPROVE THE MINUTES FROM THE CITY OF HENDERSON REDEVELOPMENT AGENCY LOAN COMMITTEE MEETING OF JUNE 25, 2013.

**(CONTINUED ON NEXT PAGE)**

2.	REQUEST FOR A SIGN GRANT FOR 301 W. LAKE MEAD PKWY. <i>(For Possible Action)</i>
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APPROVE A SIGN GRANT FOR 301 W. LAKE MEAD PKWY.

**VI. PUBLIC COMMENT**

Note: Items discussed under Public Comment cannot be acted upon at this meeting, but may be referred to a future agenda for consideration (NRS 241.020). Individuals speaking on an item will be limited to three (3) minutes and spokespersons for a group will be limited to ten (10) minutes.

**VII. ADJOURNMENT**

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**Agenda posted prior to 9:00 a.m., Wednesday, August 21, 2013 at the following locations:**

City Hall Annex, 280 Water Street, Lobby  
City Hall, 240 Water Street, 1<sup>st</sup> Floor Lobbies (2)  
Multigenerational Center, 250 S. Green Valley Parkway  
Whitney Ranch Recreational Center, 1575 Galleria Drive  
Fire Station No. 86, 96 Via Antincendio



## REDEVELOPMENT AGENCY LOAN COMMITTEE AGENDA ITEM

REGULAR MEETING

AUGUST 27, 2013

LC-001

<b>SUBJECT</b>	MINUTES—CITY OF HENDERSON REDEVELOPMENT AGENCY LOAN COMMITTEE MEETING OF JUNE 25, 2013
<b>PETITIONER</b>	Economic Development/Redevelopment Division of the Public Affairs Department
<b>RECOMMENDATION</b>	Approve

**CITY OF HENDERSON REDEVELOPMENT AGENCY  
LOAN COMMITTEE  
MINUTES  
June 25, 2013**

**I. CALL TO ORDER**

Chairman Foster called the Redevelopment Agency Loan Committee to order at 3:32 p.m. in the City Hall Annex Conference Room, City Hall Annex, 280 Water Street, Henderson, Nevada.

**II. CONFIRMATION OF POSTING AND ROLL CALL**

MaryAnne Cruzado, Recording Secretary, confirmed the meeting had been noticed in accordance with the Open Meeting Law by posting the Agenda three working days prior to the meeting at City Hall, Henderson Convention Center, Green Valley Police Substation, and Fire Station No. 86.

Present: Chairman Tom Foster  
Roy Borsellino  
Tom Fay  
Lisa Sich (for Michelle Romero)  
Richard Serfas

Excused: Michelle Romero

Staff: Mark Backus, Assistant City Attorney III  
Barbra Coffee, Manager of Economic Dev. & Redevelopment  
MaryAnne Cruzado, Administrative Assistant III  
Daphney Jeffers, Sr. Administrative Analyst  
April Parra, Minutes Clerk

**III. ACCEPTANCE OF AGENDA**

(Motion) Mr. Serfas introduced a motion to accept the agenda as presented. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

**IV. PUBLIC COMMENT**

There were no comments presented by the public.

**V. ITEMS OF BUSINESS**

1.	MINUTES – CITY OF HENDERSON REDEVELOPMENT AGENCY LOAN COMMITTEE MEETING OF MAY 28, 2013.
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Recommend approval of the minutes from the City of Henderson Redevelopment Agency Loan Committee meeting of May 28, 2013.

Ms. Sich abstained from voting on the minutes due to not being present at the May 28, 2013, meeting.

Mr. Borsellino requested that Ms. Jeffers' response in Item 2 be confirmed with the audio.

(Motion) Mr. Fay introduced a motion to approve the minutes from the City of Henderson Redevelopment Agency Loan Committee meeting of May 28, 2013. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

2.	REQUEST FOR A FAÇADE GRANT AWARD FOR 615 W. LAKE MEAD PARKWAY, BOULDER BOATS (RESUBMITTAL FROM PREVIOUS APPROVAL OF NOVEMBER 27, 2012)
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Approve a façade grant award for 615 W. Lake Mead Parkway, Boulder Boats.

Daphney Jeffers, Sr. Administrative Analyst, gave a brief presentation on the proposed item and stated staff recommends termination of the previous agreement and approval of the newly-submitted application, subject to conditions.

Responding to a question by Ms. Sich regarding if the improvements have been started, Ms. Jeffers stated they have started to plant trees, but the applicant is still negotiating with various City departments.

Responding to a question by Chairman Foster regarding why there are two proposals from Southern Vegas Valley Contracting, Ms. Jeffers noted that one was revised.

Mr. Borselino pointed out that the later proposal was less expensive.

Ms. Jeffers explained that the first quote was revised due to too many trees or they got a better price on the trees. She also noted that the amount of rock was reduced.

Chairman Foster also noted that the quotes are out of date and are not valid.

After some discussion on the landscaping requirements and point system determination, it was concluded that there was an error in the Staff Analysis as the contract was awarded to Southern Vegas Valley Contracting whose estimate was \$30,175 and not \$35,703.

Chairman Foster said the November 2 proposal should be removed.

(Motion) Mr. Fay introduced a motion to terminate the previous agreement and approve the newly-submitted application, subject to conditions and corrections, not to exceed \$15,000. The vote favoring approval was unanimous. Chairman Foster declared the motion carried.

## **VI. PUBLIC COMMENT**

There were no comments presented by the public.

## **VII. ADJOURNMENT**

There being no further business to be discussed, the meeting was adjourned at 3:37 p.m.

Respectfully submitted,

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April Parra,  
Minutes Clerk



## REDEVELOPMENT AGENCY LOAN COMMITTEE AGENDA ITEM

REGULAR MEETING

AUGUST 27, 2013

LC-002

<b>SUBJECT</b>	REQUEST FOR A SIGN GRANT FOR 301 W. LAKE MEAD PKWY.
<b>PETITIONER</b>	Economic Development/Redevelopment Division of the Public Affairs Department
<b>RECOMMENDATION</b>	Approve

**Sign Grant Staff Summary  
Loan Committee Meeting  
August 27, 2013  
3:30 pm City Hall Annex Conference Room**

Property Address:	301 W. Lake Mead Pkwy.
Applicant:	Travis Stratton, DMD
Proposed Used:	Dental Practice
Redevelopment Area:	Downtown
City Zoning:	DHC - Downtown Highway Commercial
Design Review Required:	No
Building Permit Required:	Yes

Summary

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The applicant is requesting a Sign Grant for an existing dental practice located at 301 W. Lake Mead Pkwy. in the Downtown redevelopment area. Dr. Stratton has been practicing at this location for six (6) years, serves 2,000 patients, and employees eight (8) full-time employees.

Per the Program Guidelines, the applicant requested and received estimates from three (3) licensed sign companies. Those estimates are as follows:

\*Nevada Sign – \$4,250.00  
Eagle 1 Sign Services – \$4,321.80  
Patrick’s Sign Company – \$8,225.80

\*The applicant intends to use Nevada Sign.

Staff Recommendation

It is the recommendation of staff that the Loan Committee conditionally approve the Sign Grant to 301 W. Lake Mead Pkwy. in an amount not to exceed \$4,250.00 according to the following conditions:

1. Applicant obtaining the required building/sign permit prior to construction commencing;
2. Execution of Grant Agreement;
3. Applicant submitting all required paper work for reimbursement; and
4. Applicant is encouraged to join the Water Street District Business Association.



City of Henderson Redevelopment Agency  
 240 Water Street, P.O. Box 95050  
 Henderson, NV 89009-5050  
 Phone: (702) 267-1515  
 Fax: (702) 267-1503

## FINANCIAL ASSISTANCE APPLICATION

This program provides Redevelopment Agency (RDA) Funds to assist any property owner(s) or tenant(s) who are interested in upgrading or expanding their business located within the boundaries of the Redevelopment Area.

Please contact 702-267-1515 to schedule an appointment to submit a completed application with the required documents and appropriate signatures to avoid any delays in financial consideration. Please print legibly in either blue or black ink. Please select which redevelopment area your business resides in:

Downtown       Eastside

### 1. TYPE OF APPLICATION (check one)

Facade Improvement Program       Mini-Façade Improvement  
 Signage Program       Development  
 Tenant Improvement Program

### 2. PROPERTY INFORMATION

Business Name: Travis C. Stratton, D.M.D., Ltd. <sup>dba</sup> Stratton Dental  
 Corporation (d/b/a)       Partnership       Sole Proprietorship  
 Physical Address: 301 W. Lake Mead Pkwy  
 Mailing Address: 301 W. Lake Mead Pkwy  
 City: Henderson      State: NV      Zip Code: 89015  
 Phone: 702.505.5900      Cell: 702.415.5520      E-mail: strattondental@gmail.com  
 Building Use:

### 3. APPLICANT INFORMATION

Name: Travis Stratton  
 Mailing address: 301 W. Lake Mead Pkwy  
 City: Henderson      State: NV      Zip Code: 89015  
 Phone: 702.505.5900      Cell: 702.415.5520      E-mail: strattondental@gmail.com  
 Do you  Own  Rent or  Lease the subject property?  
 If you are not the property owner, than owner must complete section 4 and sign the application.

<b>4. PROPERTY OWNER</b>		
Owner name: <u>Travis Stratton</u>		
Mailing address: <u>Same</u>		
City: <u>Same</u>	State:	Zip Code:
Phone: <u>Same</u>	Cell:	E-mail:
Are there multiple owners? [ ] Yes or [X] No If yes, provide executed Affidavit for each.		

<b>5. CONTACT PERSON OR REPRESENTATIVE</b>		
Name: <u>Alex Rea</u>		
Mailing address: <u>301 W. Lake Mead Pkwy</u>		
City: <u>Henderson</u>	State: <u>NV</u>	Zip Code: <u>89015</u>
Phone: <u>702.565.6900</u>	Cell: <u>702.301.6211</u>	E-mail: <u>strattondental@gmail.com</u>

I/We hereby affirm that I/we have full legal capacity to authorize the filing of this application and that all information and exhibits herewith submitted are true and correct to the best of my/our knowledge. The owner invites the City of Henderson (COH) and/or RDA to make all reasonable inspections, investigations, and take pictures of the subject property during the process period associated with the application. I authorize the use of any pictures taken by the COH or the RDA.

I/We have read and understand the selected financial assistance program guidelines, accept the qualification, and understand that in order for my/our request of funds to be approved, I/we must agree to work within and follow the recommendations of the RDA before starting any work on the subject property following approval of the application. I/We must complete, sign, and have notarized a Program Agreement to initiate a date of project execution.

 8/6/13  
 Applicant signature Date

 8/6/13  
 Owner signature Date

\_\_\_\_\_  
 Owner signature Date

## PROGRAM APPLICATION REQUIREMENTS

App Initials ✓	<b>Facade Improvement Program</b>	RDA Initials ✓
_____ _____ _____ _____ _____ _____	<ul style="list-style-type: none"> <li>• Complete and signed application form, including a statement indicating the number of new jobs that will be created and/or retained.</li> <li>• Ownership disclosure form.</li> <li>• Completed W-9 form.</li> <li>• Three (3) bids or competitive quotes for proposed work with an itemized cost estimate.</li> <li>• Three (3) 8½" x 11" copies of existing and proposed front building elevations showing the exterior (front and side) dimensions of the structure in linear feet. Existing can be satisfied by use of photographs.</li> <li>• Project may require development application review. Contact Community Development at 267-1500 for additional information.</li> </ul>	_____ _____ _____ _____ _____ _____

App Initials ✓	<b>Mini-Facade Improvement Program</b>	RDA Initials ✓
_____ _____ _____ _____ _____ _____ _____	<ul style="list-style-type: none"> <li>• Complete and signed application form, including a statement indicating the number of new jobs that will be created and/or retained.</li> <li>• Ownership disclosure form.</li> <li>• Three (3) bids or competitive quotes for proposed work with an itemized cost estimate.</li> <li>• Three (3) 8½" x 11" copies of existing and proposed front building elevations showing the exterior (front and side) dimensions of the structure in linear feet.</li> <li>• Project may require development application review; additional copies of project may be required.</li> <li>• Completed W-9 form.</li> <li>• Project may require development application review. Contact Community Development at 267-1500 for additional information.</li> </ul>	_____ _____ _____ _____ _____ _____ _____

App Initials ✓	<b>Signage Program</b>	RDA Initials ✓
_____ _____ _____ _____ _____ _____ _____ _____ _____	<ul style="list-style-type: none"> <li>• Complete and signed application form, including a statement indicating the number of new jobs that will be created and/or retained.</li> <li>• Ownership disclosure form.</li> <li>• Written consent from property owner, if applicable.</li> <li>• Completed W-9 form.</li> <li>• Three (3) bids or competitive quotes for proposed work with an itemized cost estimate.</li> <li>• Three (3) 8½" x 11" site plans drawn to scale for requests involving pole signs.</li> <li>• Three (3) 8½" x 11" color copies of <b>building</b> exteriors. Photographs can be used.</li> <li>• Three (3) 8½" x 11" color copies of all signs to be installed including dimensions drawn to scale.</li> <li>• Project may require development application review, additional copies of project may be required (i.e. Architectural Review Committee, CUP).</li> </ul>	_____ _____ _____ _____ _____ _____ _____ _____ _____

App Initials ✓	<b>Downtown/Eastside Tenant Improvement</b>	RDA Initials ✓
_____ _____	<b>1. Application, Justification, &amp; Legal Documents</b> <ul style="list-style-type: none"> <li>• Complete and signed application form.</li> <li>• Signed letter from the property owner authorizing the applicant to submit the</li> </ul>	_____ _____

	<p>request, if applicant is not the property owner.</p> <ul style="list-style-type: none"> <li>• Copy of executed lease for businesses operating in rented premises. The lease should be for a period not less than two (2) years.</li> <li>• Letter explaining request, including a statement indicating the number of new jobs that will be created and/or retained, and the number of floors in the building and usage break out for each floor (e.g. office, retail, restaurant). If requesting additional funding for Green Initiatives, letter must include details on the five elements being incorporated into the design.</li> <li>• Completed W-9 Form.</li> <li>• Legal Structure Documentation is required if the applicant is either a partnership or a corporation (including both Subchapter S and C corporations and LLC's). The documentation required includes the Articles of Incorporation and the By-laws.</li> <li>• Fictitious Business Name Statement is required by any business not operating under the legal name of the entity operating the business. For example, if a sole-proprietorship is owned by John Smith and is being operated under John's name only, no statement is required. If the business is being operated as Smith's Plumbing, however, a recorded statement is required. If a corporation operates under a name other than that on the incorporation documents, a statement is also required. The same standard is used for partnerships and LLC's.</li> <li>• Partnership agreement is required on all partnerships. A general partnership agreement is not required to be recorded at any level. A limited partnership agreement must be recorded with the State of Nevada.</li> </ul> <p><b>2. Construction Documents</b></p> <ul style="list-style-type: none"> <li>• Three (3) copies of detailed floor plans drawn to a recognized architectural or engineering scale showing all improvements being made.</li> <li>• Development/Construction schedule including specific time frames for each scope of work.</li> <li>• Three (3) bids minimum are required for all improvements, including an itemized cost estimate.</li> </ul> <p><b>3. Financial Documents</b></p> <ul style="list-style-type: none"> <li>• *A breakdown of the sources and uses of funds for the construction of the project, including prevailing wage, if applicable. Must include proof of funding source, e.g. bank approval of loan for costs that must be covered by the applicant for the improvements.</li> <li>• *Pro-forma financial analysis to include three (3) years of business financial statements and one (1) year of projected business financial statements for the subject property on an already established business. For a start-up business, one (1) year of projected business financial statements for the subject property. Must include detailed information on employment history and performance for the business owner and manager.</li> <li>• *Three (3) years of business income tax returns and three (3) years of personal tax returns for all business partners.</li> <li>• *Credit Report Authorization and Release for all individuals involved in the business.</li> </ul> <p>*These items are to be forwarded by the applicant to a 3<sup>rd</sup> party reviewer retained by the RDA for a professional recommendation on the viability and stability of the business and project (existing and start-up). This process can take an additional week after application packet is received by the Agency. 3<sup>rd</sup> party reviewer contact information will be provided upon application packet intake.</p>	
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App Initials	Development	RDA Initials
√	<ul style="list-style-type: none"> <li>• Complete and signed application form.</li> <li>• Site coverage.</li> </ul>	√
_____		_____
_____		_____

	<ul style="list-style-type: none"> <li>• Number of floors, including square footage for each floor and use (e.g., office, retail, restaurant, condominium, etc.).</li> <li>• Concept elevations and site plan.</li> <li>• Development/Construction schedule.</li> <li>• Narrative describing how the project complements the Downtown Redevelopment Plan, Downtown Investment Strategy, and Downtown Design Guidelines, if project is located in the Downtown Redevelopment Area. If located in the Eastside Redevelopment Area, the narrative is not required.</li> <li>• A breakdown of the sources and uses of funds for the construction of the project, including prevailing wage if applicable.</li> <li>• Pro-forma financial analysis to include development budget, cash flow analysis and financing plan.</li> <li>• Credit Report Authorization and Release for all individuals involved in the business.</li> <li>• A statement indicating the number of individuals this project will employ that are: <ul style="list-style-type: none"> <li>Persons living in the area; and</li> <li>Persons living in the area that are: <ul style="list-style-type: none"> <li>- Economically disadvantaged</li> <li>- Physically disabled</li> <li>- A minority</li> <li>- A veteran</li> <li>- Women</li> </ul> </li> </ul> </li> </ul>	
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**Only completed application packets, including all required documentation, will be scheduled for Loan Committee (LC) review. For a schedule of LC meeting dates and submission deadlines, please contact 702-267-1515.**

**Note:** Applying for grant funds does not obligate the Redevelopment Agency (RDA) to allocate funds for the specified project. Only after the review and approval of the application and plans will the RDA authorize funds. The project shall comply with the selected Program Guidelines and only upon approved final inspections by the City of Henderson, will the RDA be obligated to disburse the authorized funds. In the event that application is denied by the Redevelopment Agency's Loan Committee, applicant may appeal to the Redevelopment Agency Board.

<b><u>Office Use Only</u></b>	
Date Application Received: _____	Date of Complete Application: _____
Assessor's Parcel Number: _____	Zoning: _____
LC Date: _____	Approved Grant \$ _____
Approval Letter Date _____	Denial Letter Date _____
Certificate of Insurance Received: _____	

*Note: Sign Co. told client that no permits were necessary. I advised client to insist Sign Contractor visit COH B&F Safety to confirm. 8/7/13  
(verbal & email)*



Date: August 6, 2013

To Whom It May Concern,

I am the owner and only practicing Doctor of Stratton Dental. I have been caring for residents of the City of Henderson for approximately 6 years. I graduated from our local University of Nevada, Las Vegas School of Dental Medicine in 2007 and immediately started working at my current location. I have resided in Henderson with my family ever since I began dental school in 2003. We loved the area so much, that we made the decision to make this our home and practice here for a lifetime. We are active within the community and support all city events throughout the year.

Our patients are very important to us. We hope to provide lifetime care for them. To this end, comfort, friendliness, and loyalty to our community is the driving force behind my practice. I currently serve 2,000 patients mainly from Henderson with a few from surrounding areas. The number of patients that we care for has grown steadily over the 6 years that I have been in practice as we gain the trust of the community. We hope to keep growing as word spreads about our quality care. I currently keep a staff of eight (8) employees, most of whom I've employed for over two years. We take pride in the quality of service we provide and the cleanliness of our establishment.

Renovating our current signage would help us to continue to improve the appearance of our establishment as well as the community and allows potential Henderson patients to find comfort in the fact that they can find the quality dental care they deserve at Stratton Dental.

Thank you for your time and consideration of our application. We are excited to improve the esthetics of our building as we try to meet the high standards of the beautifully restored Water Street District.

Please contact us directly should you have any questions for us at 702.565.5900.

Respectfully,

Travis C. Stratton D.M.D



648 EASTGATE RD. HENDERSON, NV 89011  
 PHONE: 702-895-6817  
 FAX: 702-894-9844

Date: July 31, 2013	Sales Exec: Cliff Kehle
Company Billing: Same	Job Name: Stratton Dental
Billing address	Job Address: 301 W. Lake Mead Pkwy. Henderson NV 89015
Phone: 565-5900	Customer: Alex
Fax:	Artwork #

## PROPOSAL

AGREEMENT, made this 31 day of July, 2013, by and between the Customer named above (hereinafter referred to as "Client"), and NEVADA SIGN, INC., A Nevada Corporation (hereinafter referred to as "NV SIGN"). In consideration of the mutual covenants herein set forth, and for good and valuable consideration, receipt of which is hereby acknowledged, NV Sign and Client hereby agree as follows:

**1.0 PROJECT DESCRIPTION:** Contractor shall furnish all labor and materials necessary to construct the following work of improvement at the Project Address set forth above:

**Remove two Lexan faces from existing double face 6'x6' sign.**

**Manufacture and install two white Lexan faces with vinyl copy (see artwork) White vinyl applied to faces before copy to protect from fading.**

**Remove ballast and all wiring and bring up to electrical code.**

**Install (1) new 6 lamp ballast – (6) F72HOT12 daylight lamps – (12) sockets (NV Sign to provide a 1 year warranty on electrical)**

**Remove and replace all rusted sheet metal with aluminum**

**Repaint sign cabinet and (2) poles black or to the color of clients choice**

**Total price for above work \$3100.00**

**Remove one Lexan face from building sign**

**Manufacture and install one 3'x16' Lexan face with vinyl copy (see artwork) White vinyl applied to face to protect from fading.**

**Total price for above face \$1150.00**

\_\_\_\_ See attachment "A" hereto, which attachment is incorporated herein by this reference.

**2.0 COMPENSATION:** Client shall pay to NV SIGN the sum of \$ 4250.00 for the work to be performed hereunder. Such payment shall be made by a deposit in the sum of \$ 2125.00 , payable upon execution of this Agreement, and the balance of \$ 2125.00 , payable & due upon installation of the project. Payments shall be made without offset or demand.

**3.0 STANDARD TERMS AND CONDITIONS OF CONTRACT:** This Agreement is subject to the Standard Terms and Conditions of Contract set forth on the reverse side of this Agreement. Client expressly acknowledges that it has read and understands such terms by its execution hereon. This Agreement shall become binding upon NV Sign only upon execution by an authorized corporate officer. Time is of the essence in the performance of this Agreement. Please see page 2 of this contract , sign and date.

Dated: \_\_\_\_\_

Dated: July 31, 2013

\_\_\_\_\_  
 Customer Signature

**NEVADA SIGN, INC.**

\_\_\_\_\_  
 (Print Name and Title)

By: Cliff Kehle  
 (Nevada Sign Sales Executive)

By: \_\_\_\_\_  
Frank H. Steiner C.E.O.

**STANDARD TERMS AND CONDITIONS OF CONTRACT**

**4.0 SERVICES.** All services to be provided by NV SIGN shall be subject to the terms and conditions as hereinafter set forth. All work performed shall be according to the plans and specifications approved by Client. Client expressly agrees that any alteration or deviation from the specifications approved by Client involving extra cost will be performed only upon the execution of a written change order by Client and shall be deemed an extra charge over and above the amount stated in this agreement. Notwithstanding the lack of any written change order, in the event that NV SIGN shall increase the scope of work at the request of Client, Client shall be liable for the reasonable value of the increase in the scope of work, including, without limitation, a reasonable sum for overhead and supervision.

**5.0 SITE CONDITIONS.** Client shall be solely responsible for preparing the site for the work to be performed unless otherwise expressly agreed in writing, including any and all excavation of the site and/or providing electrical power to the site suitable for the work to be performed. **ELECTRICAL POWER.** Electrical power to the sign shall be provided by Owner and must be complete *PRIOR TO* installation of signage. Each additional trip to connect primary power will be billed as a time and material job order no to exceed \$250.00 **CALICHE CLAUSE:** If caliche, hardpan, or water is encountered it will be removed on a time and material basis. **LANDSCAPE:** NV Sign is not responsible for damage done to shrubbery/sprinklers in the course of signage installation. In the event NV SIGN is required to undertake any work to prepare the site for the work to be performed which is not specified as part of this agreement, such work shall be undertaken on a time and material basis at reasonable industry standard rates and shall be deemed an extra charge under this agreement.

**6.0 CLIENT'S RESPONSIBILITY:** Client agrees to promptly complete any financing necessary to complete the project and to prepare the site for construction as set forth herein. In the event Client is not prepared to proceed with the project for any reason, including, but not limited to a lack of financing and/or incomplete site preparation within **SIXTY (60) DAYS** of the date of execution of this Agreement, Client agrees that the price stated may be subject to adjustment for increase in material costs and/or increase in costs of labor.

**7.0 INDEMNIFICATION.** NV SIGN shall not be responsible for any claims, costs, expenses, and/or damages of any kind, arising out of any improper placement or positioning of boundary stakes or survey stakes and/or damage to existing walks, driveways, cesspools, septic tanks, sewer lines, arches, shrubs, lawns, trees, telephone, and electric lines and other property incurred in performance of the work or delivery of material for construction. NV SIGN shall further not be responsible for any loss, costs, expenses, claims, and/or damages to persons or property resulting from any actions or in-actions by Client or Client's agents who are not under the direct supervision or control of NV SIGN and/or any actions or in-actions by any third parties performing services on the site who are not under the direct supervision or control of NV SIGN. Client agrees to indemnify and hold NV SIGN harmless from and against all costs, damages, losses, and expenses, including judgments and attorney's fees, resulting from any claims arising from the causes enumerated in this paragraph.

**8.0 LIMITATION OF LIABILITY.** In the event of any claim of loss by Client arising out of the work performed under this agreement for any reason, whether by any action or omission by NV SIGN or its agents or affiliates, or for any other cause or event, Client expressly agrees that NV SIGN liability to Client shall be limited to the actual damages proven to have been sustained by Client. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, NV SIGN SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR THE FOLLOWING DAMAGES EVEN IF NV SIGN KNEW ABOUT THE POSSIBILITY OF THESE DAMAGES: (i) ANY SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES; OR (ii) INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (FOR EXAMPLE, LOST PROFITS, LOST GOOD WILL, BUSINESS INTERRUPTION OR OTHER ECONOMIC LOSS).**

**9.0 TERMINATION.** In the event that Client fails to make any payment when due, NV Sign shall have the right to immediately cease further work and/or terminate this agreement in their sole discretion. Client further acknowledges that NV SIGN shall have the absolute right to remove any materials and/or goods delivered to the project, which have not been paid for in full by Client without liability to client. Client further agrees that upon termination it shall be liable for all sums then due and owing pursuant to this agreement, including, but not limited to all profit that would have been earned by NV Sign upon full performance of this Agreement.

**10.0 NOTICES:** Any and all notices required to be given or authorized to be given under this Agreement, shall be sent by Certified Mail, Return Receipt Requested. NV SIGN, INC. 7511 Eastgate Road Henderson, Nevada, 89011 or to Client at the address listed on page 1 of this Agreement. Notices to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly and properly given on the earlier of: (i). The date such notice has been received; or (ii). Five (5) days after deposit of such notice in the United States Mail, postage prepaid, for delivery by certified mail, return receipt requested, addressed to the party as set forth herein.

**11.0 WARRANTY:** NV SIGN provides a warranty against defective work for a period of Ninety (90) days from the date that services are complete, unless otherwise agreed upon in writing between the parties. Client must provide timely written notice to NV SIGN of any claimed defective work. Failure to provide such timely written notice shall be deemed a waiver of any claim of defective work. The warranty provided hereunder shall be null and void if any party other than NV SIGN performs or attempts to perform any repair or alterations to the work of improvement. Except as expressly set forth herein, NV SIGN does not provide any other warranty relating to the work of improvement, express or implied, including, without limitation any warranty of fitness for a particular purpose.

**12.0 IMPOSSIBILITY OF PERFORMANCE:** NV SIGN shall not be liable for loss or damage, nor shall it be deemed to be in breach of this Agreement if its failure to perform its obligations results from: (i). Compliance with any law, ruling, order, regulation, requirement of any federal, state or municipal government or department or agency thereof or court of competent jurisdiction; (ii). Acts of God; (iii). Acts or omissions of third parties; (iv). Fires, strikes, war, insurrection or riot; and/or (v). Any other cause beyond its reasonable control. Any delay resulting there from will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

**13.0 ASSIGNMENT:** Neither party shall have the right to assign its rights or duties under this agreement to any third party unless expressly agreed to in writing. Any such assignment shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**14.0 ARBITRATION OF DISPUTES:** All claims, disputes and other legal matters in question between the parties hereto arising out of or relating to this Agreement or the breach or interpretation thereof, shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Arbitration shall be conducted in the City of Henderson, County of Clark, State of Nevada. There shall be discovery in such proceeding as determined by the Arbitrator in accordance with the Commercial Arbitration Rules of the AAA. The arbitrator shall have authority only to award compensatory damages and shall not have authority to award punitive damages, other non-compensatory damages or any other form of relief; the parties hereby waive all rights to and claims for relief other than compensatory damages.

**15.0 GOVERNING LAW.** This Agreement has been negotiated, drafted and executed in the City of Las Vegas, County of Clark, State of Nevada, and its terms shall be interpreted and construed in accordance with Nevada law. Venue for any action at law or in equity shall be exclusively in the County of Clark, State of Nevada.

**16.0 WAIVER:** No failure by either party to take action on account of any default by the other shall constitute a waiver of any such default or of the performance required of the other.

**17.0 SEVERABILITY.** If any term, provision, covenant or condition of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining portions of this Agreement shall nonetheless remain in full force and effect and shall in no way be affected, impaired, and/or invalidated thereby.

**18.0 COSTS AND ATTORNEYS FEES.** Should either party to this Agreement be forced to institute legal proceedings in order to enforce any of the terms or provisions of this Agreement, which terms shall include arbitration, it is hereby agreed that the losing party to any such legal proceeding shall pay to the successful party his or her costs and reasonable attorney's fees incurred in proceeding in such action.

**19.0 ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding between parties hereto, and it is expressly understood and agreed that no representation, understandings and/or other agreements of any nature, whether oral or written, have been made by and/or relied upon by either party in the execution of this Agreement, other than those which are contained herein.

**Customer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

SCOPE: PROVIDE & INSTALL ONE SP-LEXAN FACE

ADDRESS: \_\_\_\_\_



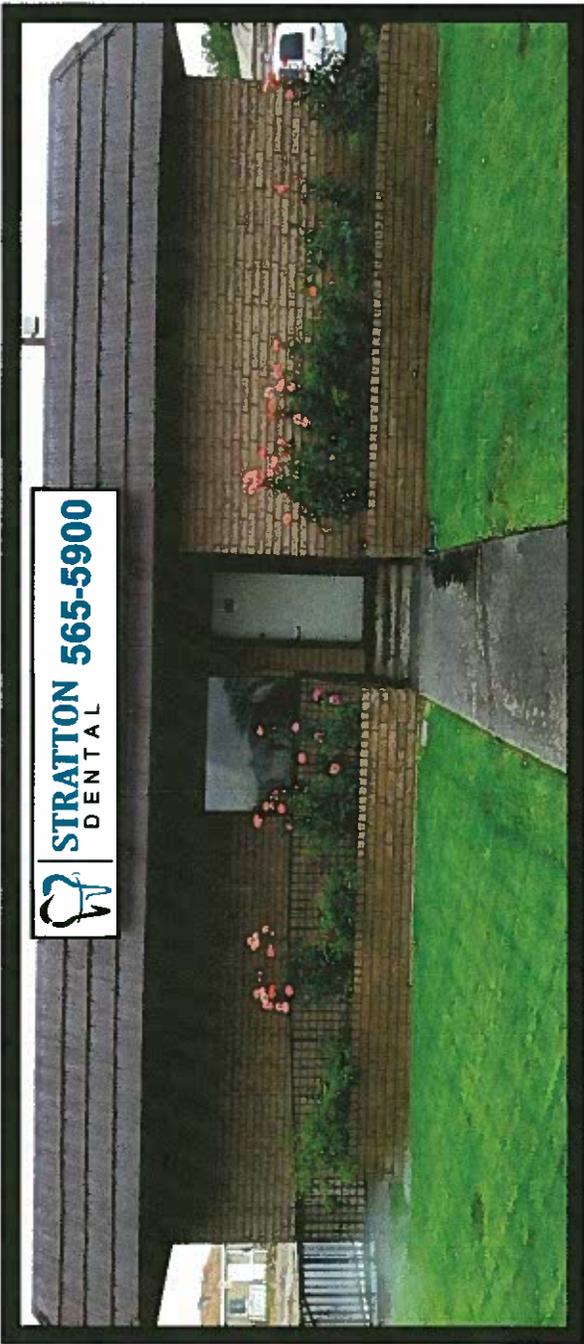
848 E. England Rd.  
 Henderson, NV 89011  
 Phone: (702) 456-0317  
 Fax: (702) 464-9844  
 Contractor's License #45866

DATE: 8-4-13  
 SALES: Cliff K.  
 DESIG: E.P.


PLEASE PRINT OR TYPE IN ALL INFORMATION REGARDING THIS PROJECT. THIS INFORMATION IS REQUIRED FOR THE PERMITTING PROCESS.

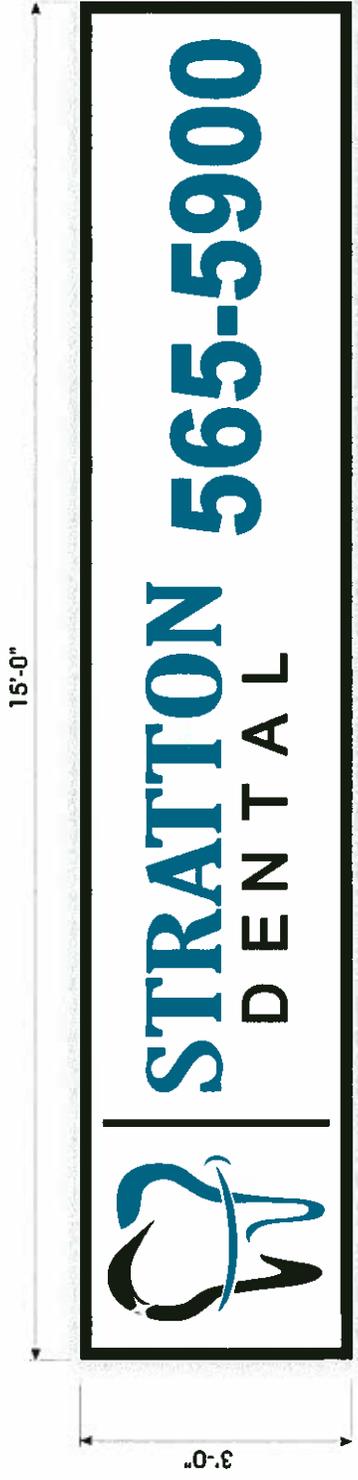
DATE: \_\_\_\_\_  
 APPROVAL: \_\_\_\_\_  
 DESIGNER: \_\_\_\_\_  
 PROJECT NO: \_\_\_\_\_  
 SHEET NO: \_\_\_\_\_

DESIGN NUMBER  
**13-146**  
 PAGE  
**1 OF 2**

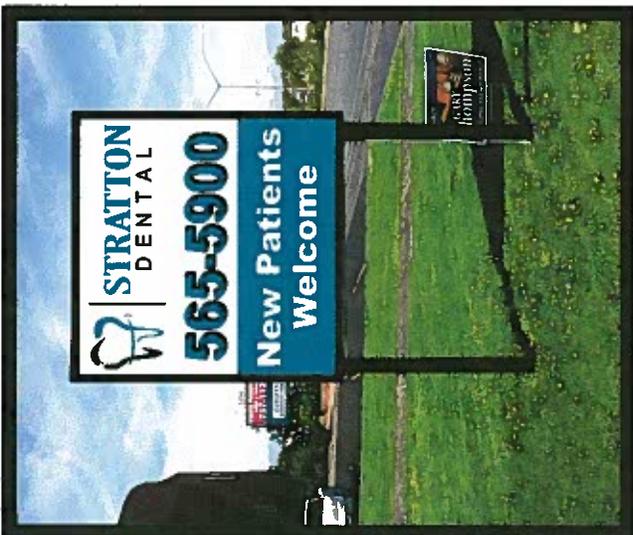


**A** BUILDING ELEVATION SCALE: 1/4" = 1'

**SCOPE OF WORK:**  
 REMOVE EXISTING FACE AND DISCARD. MANUFACTURE & INSTALL ONE NEW WHITE LEXAN FACE, WITH BLACK & DARK TEAL GREEN VINYL COPY.  
**NOTE: PAINT CABINET AND STRUCTURE SUPPORTS SEMI-GLOSS BLACK. UPON CUSTOMER APPROVAL.**

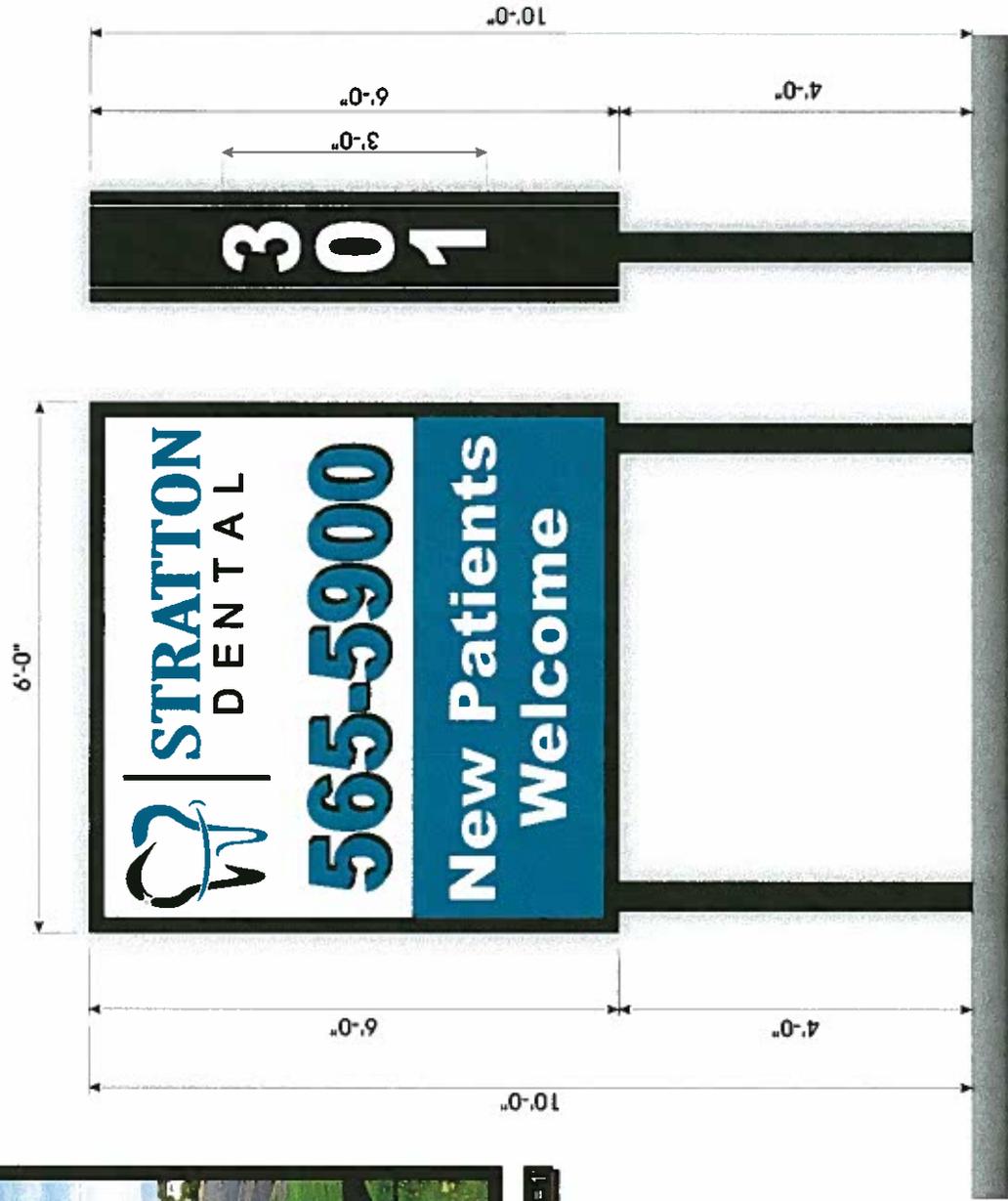


**A** ONE NEW S/F CHANGE SCALE: 3/4" = 1'



**B** MONUMENT SIGN ELEVATION SCALE: 3/8" = 1'

**SCOPE OF WORK:**  
 REMOVE EXISTING FACES & DISCARD.  
 MANUFACTURE & INSTALL TWO NEW  
 WHITE LEXAN FACES, WITH BLACK &  
 DARK TEAL GREEN VINYL COPY.  
 1/8" WHITE ADDRESS NUMBERS.  
**NOTE: CABINET & POST TO BE PAINTED  
 SEMI-GLOSS BLACK UPON CUSTOMER  
 APPROVAL.**



**B** TWO NEW FACES CHANGE SCALE: 3/4" = 1'

SCOPE: PROVIDE & INSTALL ONE 5' LEGAN FACE

ADDRESS: \_\_\_\_\_

849 Exchange Rd.  
 Westborough, MA 01581  
 Phone: (508) 865-5817  
 Fax: (508) 864-9644  
 Contractor's License #45966

DATE: **8-6-13**  
 DRAWN BY: **Cliff K.**  
 CHECKED BY: **E.P.**

REV. 1	
REV. 2	
REV. 3	
REV. 4	
REV. 5	
REV. 6	

DATE	
APP. BY	
CHECKED	
DESIGNED	
PROJECT NO.	
CUSTOMER	
DATE	

DESIGN NUMBER  
**13-146**

Current Exterior of the Building- August 6, 2013



# INVOICE

## Eagle 1 Sign Service's

3651 Lindell St. #249  
 Las Vegas, NV 89502  
 702-415-3955

INVOICE NO. 2654 B  
 DATE August 6, 2013  
 CUSTOMER ID Stratton Dental

NCL#054775 BID LIMIT \$300,000.00  
 TO

Stratton Dental  
 801 West Lake Mead Pkwy  
 Henderson , Nevada 89052  
 702-565-5900

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
		50% deposit , 2,160.90	

Balance upon completion

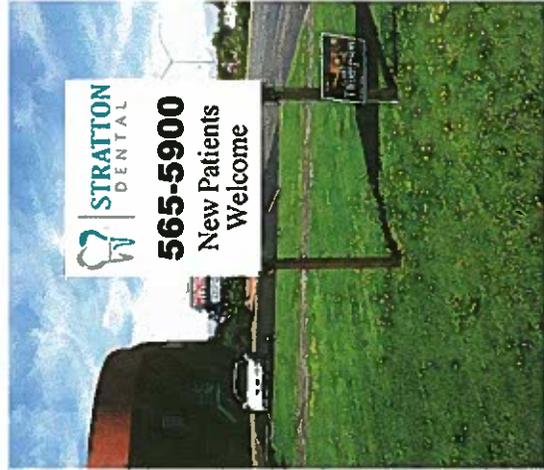
QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	36" x 16' White lexan with first surface vinyl copy Building sign	\$ 864.00	\$ 864.00
12.00	FT1296CWHO Lamps building sign	15.00	180.00
2.00	72" x 72" White lexan with first surface vinyl copy	792.00	1,584.00
6.00	Lamps 72CWHO Ft12 Lamps Monument sign	15.00	90.00
1.00	Remove rusted sheetmetal and install new 12" PowderCoated Sheetmetal and 2" Trim, Materials and labor	440.00	440.00
6.00	Lamps FT1272CWHO Lamps	15.00	90.00
1.00	Advance2448 highoutput sign ballast and 12 new lamp sockets	200.00	200.00
4.00	Hours labor to install new ballast and lamp sockets	70.00	280.00
1.00	Gallon of apoxie paint Black	60.00	60.00
3.00	Man hours to paint structure and cabinet building sign and Monument sign Any service work on defective ballasts, , wire, or lamp sockets will be on a time and material & basis building sign Primary power to signs by others	70.00	210.00
1.00	Sales Tax	323.80	323.80
<b>SUBTOTAL</b>			<b>\$ 4,321.80</b>
<b>SALES TAX</b>			
<b>TOTAL</b>			<b>\$ 4,321.80</b>

Accepted by: \_\_\_\_\_ Date \_\_\_\_\_

Make all checks payable to Eagle 1 Sign Service  
 Thank you for your continued Business



3' x 16' White Lexan With first surface vinyl copy



72" x 72" white lexan with first surface vinyl copy



ALTECOM, DENT  
ULTRA COORDINATE  
THE STRATTON DENTAL  
MEMBER OF THE  
STRATTON DENTAL

Standard approval / date:

Client approval / date:

Stratton Dental

DATE: \_\_\_\_\_  
REV: \_\_\_\_\_  
DRAWING # \_\_\_\_\_  
SHEET \_\_\_\_\_

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It may not be copied, changed, altered, used or reproduced  
in whole or part without express prior written permission by design.



2831 St. Rose Ferry, #218, Hammond, LA 70403  
NCL 565-8773  
909192012@gmail.com  
Phone: 704-415-3333

Current Exterior of the Building- August 6, 2013





# SALES PROPOSAL

5115 Arville Street – Las Vegas, NV 89118  
 Office: 702-873-4463 – Fax: 702-873-5657  
 Contractors License #NV62560  
 \$250,000 Limit

Customer Name & Email Address <b>TRAVIS STRATTON</b>	Phone <b>702.565.5900</b>	Fax	Date <b>8-5-13</b>
Company Name <b>STRATTON DENTAL</b>	Project Name	Design #	Date of Design
Bill To Address                      City              State              Zip <b>301 W LAKE MEAD HENDERSON NV 89015</b>	Project Address / Location <b>301 W LAKE MEAD</b>	Sales Representative <b>ANTHONEY</b>	

Proposed Scope of Work:

**REMOVE AND DISCARD EXISTING 6' X 6' X 6 DEEP" CABINET.**

**MANUFACTURE AND INSTALL ONE (1) 6' X 6' X 12" DEEP INTERNALLY ILLUMINATED CABINET WITH NEW LEXAN FACES AND POLE COVERS. CABINET AND NEW POLE COVERS ARE TO BE PAINTED BLACK.**

**MANUFACTURE AND INSTALL ONE (1) 36" X 16' NEW LEXAN FACE FOR BUILDING SIGN. SIGN CABINET AND MOUNTING STRUCTURE TO BE PAINTED BLACK TO MATCH THE NEW MONUMENT SIGN.**

**Terms:**

- 50% deposit, balance due upon completion
- Price quotation is void after 30 days

Total Price: \$ 8,225.80

**Approved By:** \_\_\_\_\_  
 Patrick's Sign Company Acceptance

**X** \_\_\_\_\_  
 Customer Acceptance (Authorized Rep.)              Date

ACCEPTANCE OF THIS PROPOSAL CONSTITUTES A BINDING AGREEMENT BETWEEN THE PURCHASER AND THE SELLER UPON THE FOLLOWING CONDITIONS BEING MET:  
 1) THE PURCHASER SIGNING THE CUSTOMER ACCEPTANCE ON PAGE ONE OF TWO 2) THE PURCHASER SIGNING THE STANDARD CONTRACT CONDITIONS ON PAGE TWO OF TWO 3) THE SELLER SIGNING THE "APPROVED BY" ACCEPTANCE ON PAGE ONE OF TWO

\_\_\_\_\_  
 Print Name & Title

## Standard Proposal Conditions

- I. Patrick's Sign Company, Inc. (hereinafter referred to as "SELLER") expressly warrants the product manufactured by Seller and the components thereof to be free from defects in material and workmanship, under normal conditions, for a period of 90 days. Seller will repair or replace, at its option, any parts found defective by Patrick's Sign Company, Inc. This warranty is null and void if another party, to this display, performs any repairs or alterations. **There are no warranties including the implied warranty of merchantability beyond the express warranty specifically set forth herein.**
- II. Contract shall be binding upon Seller only when signed by a Corporate Officer.
- III. FORCE MAJEURE Seller shall not be liable for delays due to events beyond Seller's control. Events including, but not limited to, acts of God, civil commotion, labor disputes, strikes, fire, flood, government regulation, and weather conditions.
- IV. Unless otherwise agreed upon in writing, purchase price is due in full, at Seller's office, within 10 days after completion of work. Unless otherwise agreed upon in writing, unpaid balance shall incur interest @ 1\_% per month.
- V. Purchaser agrees to pay all costs, including reasonable attorney's fees, incurred in enforcing any of the Seller's rights under this contract.
- VI. All words herein shall be deemed of the number and gender properly applicable to Purchaser(s).
- VII. Purchaser agrees that Seller, its agents, representatives or assigns shall not be liable for any changes or alterations required at the location display is installed, by reason of the installation, repossession of the same.
- VIII. Upon signed acceptance of Purchaser, this contract shall become binding upon the heirs, administrators, executors, assignees and successors of the undersigned.
- IX. It is expressly agreed this contract shall not be construed to be a conditional sale in any part thereof.
- X. Purchaser agrees to all specifications, plans and blueprints submitted to Seller as of date of this contract.
- XI. Purchaser agrees to pay all additional costs of display caused by structural changes, deviations, deletions or inaccurate information provided by the Purchaser(s) including its agents, representatives or assigns.
- XII. Purchaser of display shall be responsible for insurance of display.
- XIII. This contract represents the entire agreement between the Seller and the Purchaser. It is understood that no representative of the Seller has any power to change, modify, waive or amend the terms of this agreement. Neither will be bound by any such change unless agreed to in writing and signed by both parties.
- XIV. It is understood that the representative is acting as a special agent and all representations not herein set out are deemed waived or void.
- XV. The excavation of caliche, rock, hard pan, water or unusual soil conditions are to be performed on a time and material basis at cost unless otherwise agreed to in writing by both Seller and Purchaser.
- XVI. Seller shall not be responsible for the repair of any landscaping, sprinkler pipes, on-site underground utilities, asphalt, sidewalks or curbing. Location and re-routing of all underground equipment, not located through Digsafe, are Purchaser's responsibility.
- XVII. Purchaser shall bring feed wires of suitable capacity and approved type to all locations of transformers in or at the display, and shall be responsible for the supply thereof, at the time of installation. Electrical must be furnished to the base of freestanding signs.
- XVIII. All material is warranted solely as set forth above. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices.
- XIX. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the total stated on this agreement.
- XX. Purchaser to carry fire, tornado and any other necessary insurance.

## Special Proposal Conditions, Exclusions & Notes:

- A. Permits will be billed at cost plus staff time required for permit acquisition. These fees are not included in the contract price, unless otherwise specified in writing (Applies to: Engineering, Procurement, Actual, QAA, Final Inspections)
- B. Signage location is the responsibility of the Purchaser
- C. Patrick's Sign Company is to establish electrical requirements and Purchaser is to supply primary electrical to within 10' of the signage
- D. Regular labor hours are 6 am - 2:30 pm (Monday - Friday). Overtime premium is charged at 1.5 times regular labor rate.

### ACCEPTANCE OF ABOVE STANDARD & SPECIAL PROPOSAL CONDITIONS:

**X**

Customer Acceptance (Authorized Rep.)

Date

6' (72")



12"



6' (72")

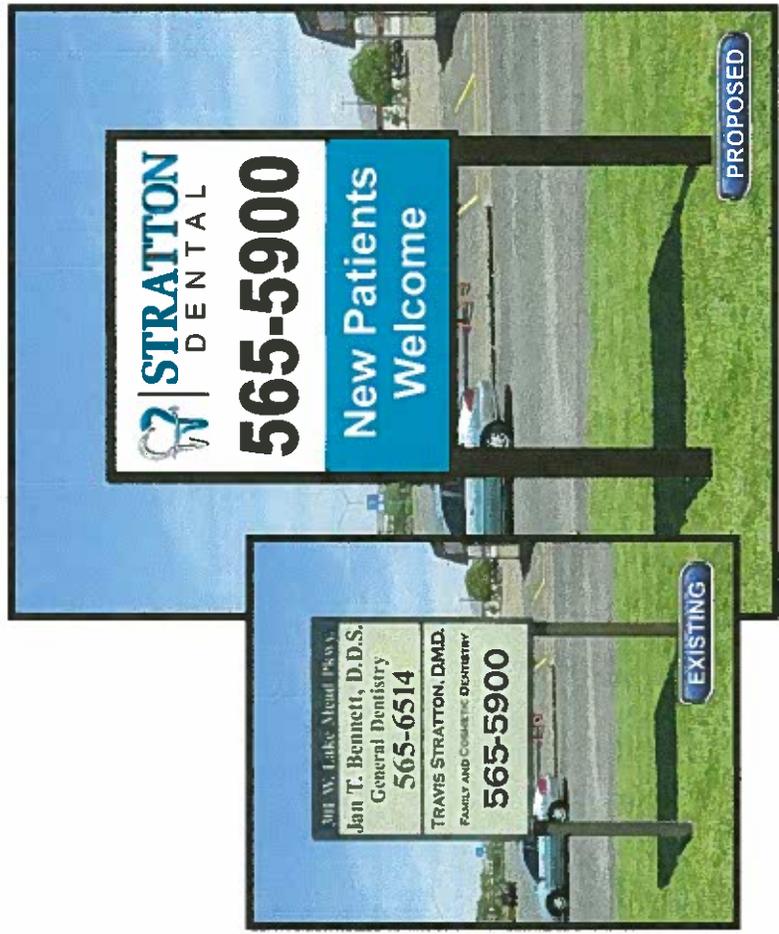
10' 4" (124")

4' 4" (52")

6"

6"

- Remove and discard existing cabinet and faces.
- Manufacture and Install (1) new double face 6'x6' illuminated cabinet with 2" retainer.
- 3/16" translucent white polycarbonate faces with vinyl graphics applied to first surface.
- Cabinet to be internally illuminated with High Output Fluorescent lamps.
- Manufacture and install (2) new aluminum covers for existing 4"x4" poles.
- Cabinet, returns, and pole covers to be painted semi-gloss black.
- Address numbers to be white vinyl applied to street side returns.



**EXTERIOR SIGNS**

Project: 301 W. Lake Mead  
Address: Henderson, NV 89015  
Date: August 5, 2013  
View: Exterior  
Sales Rep: Antionex A.  
Designer: Erik G.  
Design #: SDD00613-A

**SCOPE**

MANUFACTURE & INSTALL  
NEW  
ILLUMINATED CABINET  
& POLE COVERS  
FOR EXISTING SIGN

**REVISIONS**

Rev (1):  
Rev (2):  
Rev (3):  
Rev (4):  
Rev (5):

**FINAL APPROVALS**

Client:  
Estimate:  
Design:  
Sales Rep:  
Page #: 1 of 2



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16' (192")

**STRATTON**  
DENTAL

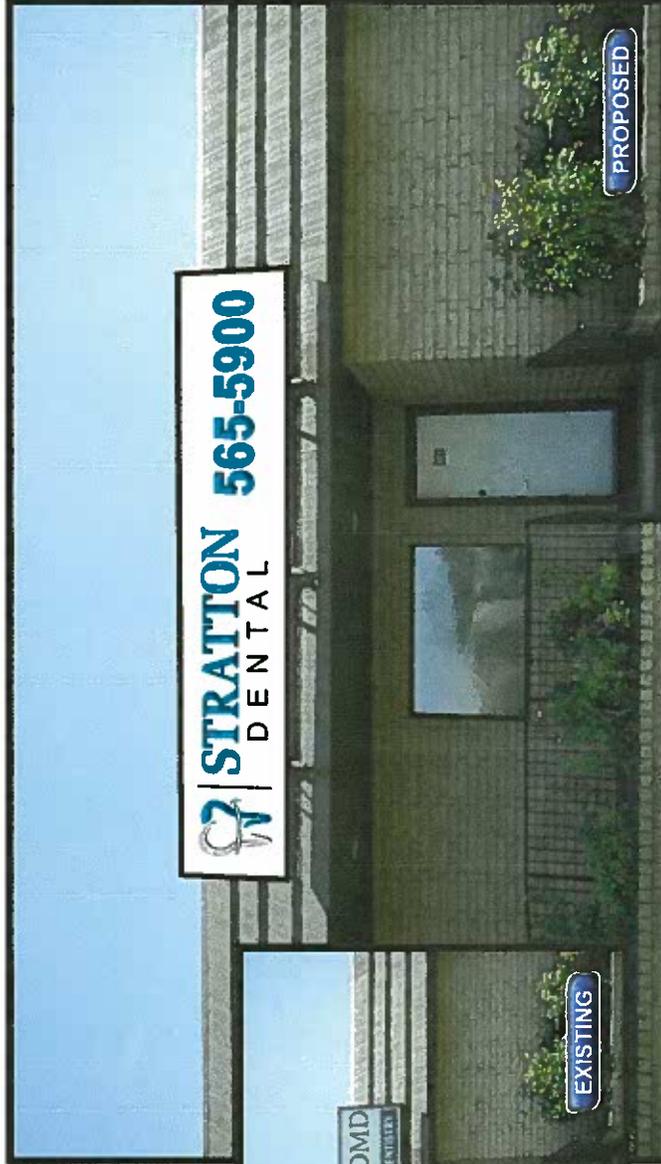
**565-5900**

36"

**Paint Cabinet, Retainer, and Support Frame Black**



Remove and Discard existing cabinet face.  
Re-paint existing cabinet, retainer, and support structure with semi-gloss black.  
Manufacture and install new 3'x16' face for existing cabinet.  
3/16" white translucent polycarbonate with vinyl graphics applied to first surface.



**EXTERIOR SIGNS**

Project: 301 W. Lake Mead  
Address: Henderson, NV 89015  
Date: August 5, 2013  
View: Exterior  
Sales Rep: Anthony A. Ellis, G.  
Designer:  
Design #: 50006513-A

**SCOPE**

MANUFACTURE & INSTALL  
NEW FACES  
FOR EXISTING SIGN  
& REPAINT STRUCTURE

**REVISIONS**

Rev (1):  
Rev (2):  
Rev (3):  
Rev (4):  
Rev (5):

**FINAL APPROVALS**

Client:  
Estimate:  
Design:  
Sales Rep:  
Page #: 2 of 2

*Advertisement Signage*



1000 S. Main Street, Suite 100  
Henderson, NV 89015  
Phone: 702.272.1000  
www.paintingsignage.com  
277.0000

THIS IS A PROPOSAL FOR WORK TO BE PERFORMED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.

THIS DOCUMENT IS THE PROPERTY OF THE CONTRACTOR. IT IS TO BE USED ONLY FOR THE PROJECT AND NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

Current Exterior of the Building- August 6, 2013

