City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 495 SOUTH MAIN STREET · PHONE 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
COUNCIL MEMBERS: CAROLYN G. GOODMAN, MAYOR (At-Large)
COUNCILMAN STAVROS S. ANTHONY, MAYOR PRO TEM (Ward 4)
LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6), RICKI Y. BARLOW (Ward 5)
BOB COFFIN (Ward 3), BOB BEERS, (Ward 2)

Facilities are provided throughout City Hall for convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. Dial 7-1-1 for Relay Nevada.

April 15, 2015

Morning Session begins at 9:00 a.m.
Afternoon Session begins at 1:00 p.m.

ITEMS LISTED ON THE AGENDA MAY BE TAKEN OUT OF THE ORDER PRESENTED; TWO OR MORE AGENDA ITEMS FOR CONSIDERATION MAY BE COMBINED; AND ANY ITEM ON THE AGENDA MAY BE REMOVED OR RELATED DISCUSSION MAY BE DELAYED AT ANY TIME. BACKUP MATERIAL FOR THIS AGENDA MAY BE OBTAINED FROM LUANN D. HOLMES, ACTING CITY CLERK, AT THE CITY CLERK'S OFFICE AT 495 SOUTH MAIN STREET, 2ND FLOOR OR ON THE CITY'S WEBPAGE AT www.lasvegasnevada.gov.

THE MAYOR AND CITY COUNCIL WELCOME YOUR ATTENDANCE, PUBLIC COMMENT RELATED TO THE ITEMS ON THE AGENDA AND CITIZEN PARTICIPATION ON ITEMS UNDER THE JURISDICTION OF THE CITY COUNCIL AT THIS MEETING. IF YOU WISH TO SPEAK, WE RESPECTFULLY ASK YOU TO COMPLETE AND SUBMIT A SPEAKER CARD TO THE CITY CLERK. CARDS ARE AVAILABLE ONLINE, IN THE CLERK'S OFFICE OR AT THE FRONT OF THE CHAMBERS AS YOU ENTER.

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. CLOSED CAPTIONING IS SPONSORED THIS MONTH BY THE DOWNTOWN LAS VEGAS ALLIANCE. PLEASE NOTE CUSTOMERS OF CENTURYLINK CAN VIEW THIS PROGRAM IN HIGH DEFINITION ON CHANNEL 1002, AND SOME CUSTOMERS OF COX COMMUNICATIONS WHO DO NOT HAVE A CABLE BOX CAN VIEW THIS MEETING ON DIGITAL CHANNEL 89.5. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.lasvegasnevada.gov. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

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

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE EMPLOYEE OF THE MONTH
6. RECOGNITION OF THE SENIOR OF THE QUARTER
7. RECOGNITION OF NATIONAL TELECOMMUNICATIONS WEEK

8. RECOGNITION OF NATIONAL LIBRARY WEEK

9. RECOGNITION OF BIKERS AGAINST CHILD ABUSE

10. RECOGNITION OF THE STATE CHAMPION CENTENNIAL HIGH SCHOOL GIRLS BASKETBALL TEAM

11. RECOGNITION OF NATIONAL TARTAN DAY AND THE HIGHLAND GAMES

BUSINESS ITEMS - MORNING

PUBLIC COMMENT

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

BUSINESS ITEMS

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

14. For possible action to approve the Final Minutes by reference of the March 4 and March 18, 2015 Regular City Council Meetings

CONSENT AGENDA

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

CITY CLERK - CONSENT

15. For possible action to approve the certification of canvassed election returns for the April 7, 2015 Municipal Primary Election

COMMUNITY SERVICES - CONSENT

16. For possible action to approve an allocation of $1,400,000 in Home Investment Partnerships Program (HOME) and Low Income Housing Trust Fund (LIHTF) funds to Coordinated Living of Southern Nevada, Inc. for the development of affordable senior housing at the intersection of Lone Mountain and Rainbow - Ward 4 (Anthony)

17. For possible action to approve an allocation of $2,000,000 in Home Investment Partnerships Program (HOME) and Low Income Housing Trust Fund (LIHTF) funds to Nevada H.A.N.D., Inc. for the development of affordable housing at 501 North Lamb Boulevard - Ward 3 (Coffin)

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

18. For possible action to approve a Fourth Amendment to Project Manager Disposition and Joint Development Agreement between City Parkway V, Inc., the City of Las Vegas, Nevada, and Newland Real Estate Group, LLC, for the waiver of residential development rights by Newland Communities, LLC, on Parcel L in Symphony Park located at 100 South Grand Central Parkway (A portion of APN 139-34-211-003) - Ward 5 (Barlow)

FINANCE - PURCHASING & CONTRACTS CONSENT

19. For possible action to approve award of Bid No. 15.1762.02-JH, Annual Asphalt Overlay - Department of Operations and Maintenance - Award recommended to: LAS VEGAS PAVING CORPORATION ($5,500,000 - Street Maintenance Special Revenue Fund) - All Wards

20. For possible action to approve award of Contract No. 150002-TF, Inmate Medical Services located at 3200 Stewart Avenue - Department of Detention and Enforcement - Award recommended to: CORRECT CARE SOLUTIONS, LLC ($14,268,312.12 - General Fund) - Ward 3 (Coffin)

OPERATIONS AND MAINTENANCE - CONSENT

21. For possible action to approve a Fourth Amendment to Memorandum of Understanding between the City of Las Vegas and the Andre Agassi Charitable Foundation to utilize the Doolittle Community Center located at 1950 J Street for conducting various recreational and educational programs for the benefit of the children attending the Andre Agassi College Preparatory Academy - Ward 5 (Barlow)

22. For possible action to approve a Real Property Purchase Contract and Ground Lease Agreement between the City of Las Vegas and Volunteers in Medicine of Southern Nevada, Inc. for the real property located at 1240 North Martin Luther King Boulevard ($400,000 - Community Development Block Grant Funds) - Ward 5 (Barlow)

PLANNING - BUSINESS LICENSING CONSENT

23. ABEYANCE ITEM - For possible action to approve a Tavern License for a Change of Ownership FROM: LARRY'S OLD RANCH, INC. TO: THE HIDEAWAY BAR AND GRILL, LLC dba THE HIDEAWAY BAR AND GRILL at 3369 Thom Boulevard [Louann Culver, Managing Member] - Ward 5 (Barlow)

24. ABEYANCE ITEM - For possible action to approve a New Restricted Gaming License THE HIDEAWAY BAR AND GRILL, LLC dba THE HIDEAWAY BAR AND GRILL at 3369 Thom Boulevard [Louann Culver, Managing Member] - Ward 5 (Barlow)

25. ABEYANCE ITEM - For possible action to approve a New Pistol Permit License, EZ PAWN NEVADA, INC dba EZ PAWN at 6032 West Cheyenne Avenue - Ward 5 (Barlow)

26. For possible action to approve a Tavern License for a Change of Ownership FROM: JG SAHARA, LLC TO: BKS NEVADA, LLC dba CITY BAR at 1000 East Sahara Avenue, Suite #105 [Bradley Stegman, Managing Member] - Ward 3 (Coffin)

27. For possible action to approve a Temporary Restaurant With Alcohol License for a Change of Ownership FROM: BRIAD RESTAURANT GROUP, LLC TO: ALEX STRATTA, LLC dba TAPAS BY ALEX STRATTA at 440 South Rampart Boulevard, Suite #180 - Ward 2 (Beers)

28. For possible action to approve a New Package Liquor License WALGREEN CO dba WALGREENS #7864 at 7755 North Durango Drive - Ward 6 (Ross)

29. For possible action to approve a Beer/Wine/Cooler On-Sale License PUBLICUS, LLC dba PUBLICUS at 1126 Fremont Street [Nicholas Paul Kimokeo Akiona, Managing Member] - Ward 3 (Coffin)

30. For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License FIRST R & G ASSOCIATES, LLC dba SOFIA'S PIZZA at 821 North Lamb Boulevard, Suite #1 [Galentin Nenchev, Managing Member] - Ward 3 (Coffin)

31. For possible action to approve a Temporary Alcohol Beverage Caterer License ALL ABOUT CATERING, LLC dba ALL ABOUT CATERING LAS VEGAS at 450 South Buffalo Drive, Suite #103 - Ward 1 (Tarkanian)

32. For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License EL CANELO RESTAURANT-MARISCOS SINALOA, LLC dba EL CANELO RESTAURANT-MARISCOS SINALOA at 23 North Mojave Road, Suite D - Ward 3 (Coffin)

33. For possible action to approve a Restaurant With Alcohol License for a Change of Ownership FROM: CHIPS & SALSA FIESTA, INC. TO: CASA DON JUAN II, LLC dba CASA DON JUAN II at 1780 North Buffalo Drive, Suite #101 - Ward 1 (Tarkanian)

34. For possible action to approve a Temporary Tavern License for a Change of Ownership FROM: THE BUNKHOUSE, LLC TO: GOOD TIMES BILLIARDS, LLC dba GOOD TIMEZ BILLIARDS at 5740 West Charleston Boulevard - Ward 1 (Tarkanian)

35. For possible action to approve a New Restricted Gaming License NEVADA RESTAURANT SERVICES, INC. db at DOTTY'S #110 at 10000 West Sahara Avenue, Suite #100 - Ward 2 (Beers)

36. For possible action to approve a New Restricted Gaming License SILVER STATE GAMING, INC. db at TOWN CENTER GROCER at 6000 Sky Pointe Drive [Rory Bedore, Pres/Sec/Treas/Dir] - Ward 6 (Ross)

37. For possible action to approve a New Restricted Gaming License SILVER STATE GAMING, INC. db at CLUB 2100 at 2100 Fremont Street [Rory Bedore, Pres/Sec/Treas/Dir] - Ward 3 (Coffin)

PUBLIC WORKS - CONSENT

38. For possible action to approve Supplemental Interlocal Contract No. 1 - 760a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase total project funding in the amount of $22,900,000 for construction of the Main Street/Commerce Street One-Way Couplet project - ($22,900,000 - Road and Flood Capital Project Fund [CPF]) - Wards 3 and 5 (Coffin and Barlow)

39. For possible action to approve the First Amendment to Easement Agreement with Option between the City of Las Vegas and Nevada Power Company d/b/a/ NV Energy, for NV Energy's acquisition of a perpetual easement over an additional parcel as specified in the amendment, of certain portions of roadway right-of-way, generally located along Desert Lane south of Alta Drive, for the relocation and installation of above-ground transmission poles and lines as part of Nevada Department of Transportation's Project Neon - Ward 1 (Tarkanian)

RESOLUTIONS - CONSENT

40. R-18-2015 - For possible action to approve a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2016) - Ward 1 (Tarkanian)

41. R-19-2015 - For possible action to approve a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll for Special Improvement District No. 1516 - Fremont Street Maintenance District FY2016 (Las Vegas Boulevard to 8th Street) - Ward 3 (Coffin)

42. R-20-2015 - For possible action to approve a Resolution that directs the State to transfer $15,631,485.39 in Private Activity Bond Volume Cap to Nevada H.A.N.D., Inc. for the construction of a 168-unit affordable multi-family housing development at 501 North Lamb Boulevard - Ward 3 (Coffin)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

43. Report from the National Park Service, U.S. Department of the Interior, regarding the Tule Springs Fossil Beds National Monument and the Park Service's Centennial Campaign - All Wards

44. Report regarding the status of the National Museum of Organized Crime and Law Enforcement after three years of operation and the presentation of a check for $1.5 million to the City for annual payment of historic tax credits from Jonathan Ullman, Executive Director

45. ABEYANCE ITEM - Report for possible action regarding a financial overview of the Redevelopment Recovery Plan - Wards 1, 3, 5 (Tarkanian, Coffin, Barlow)

ECONOMIC AND URBAN DEVELOPMENT - DISCUSSION

46. Discussion for possible action regarding a Purchase and Sale Agreement between City Parkway V, Inc., (CPV) and 3 Star Auto Body and Paint, Inc., (3 Star) for purposes of business retention, expansion and job creation, totaling approximately 0.55 acres of vacant land located along Bonanza Road which is part of 301 West Mesquite Avenue (APN 139-27-401-031) - Ward 5 (Barlow) [Note: This item is related to Item 51]

OPERATIONS AND MAINTENANCE - DISCUSSION

47. Discussion for possible action regarding approval of an Interlocal Contract for the transfer of land between the City of Las Vegas and the Las Vegas-Clark County Library District located at 2601 Sunrise Avenue and 833 North Las Vegas Boulevard ($7,000,000 plus closing costs - Parks and Leisure Activities Capital Project Fund [CPF]) - Wards 3 and 5 (Coffin and Barlow)

PLANNING - BUSINESS LICENSING DISCUSSION

48. Discussion for possible action to approve a New Pistol Permit License, JAMES HUNG dba GUNRUNNER 8LV at 1717 South Decatur Boulevard, Booth I-16A [James Hung, Owner] - Ward 1 (Tarkanian)

49. Discussion for possible action to approve a New Pistol Permit License, LADTAC ARMS, LLC dba BUNKERS AD at 3401 Sirius Avenue, Suite #35 [Aaron Matthew Stevens, Managing Member] - Ward 1 (Tarkanian)

50. Discussion for possible action regarding an Appeal of a Work Card Denial for Alisha Elizabeth Adams db at Events With A Twist, 233 South Fourth Street - Ward 3 (Coffin)

RESOLUTIONS - DISCUSSION

51. R-21-2015 - Discussion for possible action regarding a Resolution finding that the proposed sale of vacant land to 3 Star Auto Body and Paint, Inc., (3 Star) totaling approximately 0.55 acres located along Bonanza Road that is a part of 301 West Mesquite Avenue (APN 139-27-401-031) is for purposes of economic development and redevelopment - Ward 5 (Barlow) [Note: This item is related to Item 46]

BOARDS & COMMISSIONS - DISCUSSION

52. ABEYANCE ITEM - For Possible Action - PARKS & RECREATION ADVISORY COMMISSION - Laurie Buchman and Charles Foger, Term Expiration 3-24-2015

53. For Possible Action - BUILDING AND SAFETY ENTERPRISE FUND ADVISORY COMMITTEE - Nat Hodgson III, Term Expiration 5-2-2015

54. Discussion for possible action by the City Council to elect one of its members to be Mayor Pro-Tem

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

55. Bill No. 2015-17 - For Possible Action - Annexation No. ANX-57905 - Property location: located at 3316 Valley Lane; Petitioned by: Hafen I, LLC; Acreage: 0.55 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Ricki Y. Barlow

56. Bill No. 2015-18 - For Possible Action - Repeals and replaces provisions relating to filming activity within the City. Sponsored by: Mayor Carolyn G. Goodman

57. Bill No. 2015-19 - For Possible Action - Creates the City of Las Vegas, Tourism Improvement District (Symphony Park), within the area bounded by parcels on the southwest corner of Bonneville Avenue and Grand Central Parkway as well as the area bounded by Grand Central Parkway on the west and north, the Union Pacific Railroad tracks on the east and Bonneville Avenue on the south. Proposed by: Elizabeth N. Fretwell, City Manager

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

58. Bill No. 2015-20 - Adds new business licensing and zoning regulations regarding nightclubs and cinemas. Sponsored by: Councilwoman Lois Tarkanian

NEW BILLS

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

59. Bill No. 2015-21 - Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2016) Proposed by: David N. Bowers, Director of Public Works

60. Bill No. 2015-22 - Levies Assessment for Special Improvement District No. 1516 - Fremont Street Maintenance District FY2016 (Las Vegas Boulevard to 8th Street) Proposed by: David N. Bowers, Director of Public Works

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

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

PLANNING

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

PLANNING - ONE MOTION/ONE VOTE

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

62. RQR-56796 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: EASTERN 95, LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-52101) FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE USE WITHIN AN EXISTING 4,184 SQUARE-FOOT CONVENIENCE STORE WITH A WAIVER TO ALLOW A 242-FOOT DISTANCE SEPARATION FROM A CHURCH/HOUSE OF WORSHIP WHERE 400 FEET IS REQUIRED at 400 North Eastern Avenue (APN 139-36-210-003), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

63. RQR-57928 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: Z & Z INVESTMENT, LLC - For possible action on a request for a Required Review of an approved Special Use Permit (U-0018-95) FOR AN EXISTING 40-FOOT TALL,14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 2350 North Rainbow Boulevard (APN 138-23-110-001), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

64. RQR-57930 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: ELDEN EQUITY FUND 17, LLC - For possible action on a Required Review of an approved Special Use Permit (U-0021-97) FOR AN EXISTING 40 FOOT TALL, 14 FOOT BY 48 FOOT OFF-PREMISE SIGN at 2401 North Rancho Drive (APN 139-18-403-002), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

PLANNING - DISCUSSION

65. SUP-55313 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: INFINITE WELLNESS INC. - OWNER: N.Y.P. CORPORATION - For possible action on a request for a Special Use Permit FOR A PROPOSED 7,070 SQUARE-FOOT MEDICAL MARIJUANA CULTIVATION FACILITY at 2750 Highland Drive, Suite E (APN 162-09-202-001), M (Industrial) Zone, Ward 1 (Tarkanian). NOTE: A WAIVER TO ALLOW ANOTHER USE WHICH IS NOT A MEDICAL MARIJUANA FACILITY UNDER THE SAME ROOF OF A MEDICAL MARIJUANA FACILITY. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

66. DIR-56412 - ABEYANCE ITEM - COMPLIANCE PERMIT - For possible action on a COMPLIANCE PERMIT for a Medical Marijuana Establishment (Cultivation) Infinite Wellness, Inc. dba Infinite Wellness, Inc. at 2750 Highland Drive, Suite E, Ward 1 (Tarkanian)

67. ZON-57688 - REZONING - PUBLIC HEARING - APPLICANT: CENTURY COMMUNITIES - OWNER: APOLLO PROPERTY HOLDINGS, LLC - For possible action on a request for a Rezoning FROM: U (UNDEVELOPED) ZONE [L (LOW DENSITY RESIDENTIAL)] TO: R-1 (SINGLE FAMILY RESIDENTIAL) on 19.71 acres at the northeast corner of Jones Boulevard and Horse Drive (APN 125-12-202-001), Ward 6 (Ross) [PRJ-57619]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

68. TMP-57689 - TENTATIVE MAP RELATED TO ZON-57688 - HORSE AND JONES - PUBLIC HEARING - APPLICANT: CENTURY COMMUNITIES - OWNER: APOLLO PROPERTY HOLDINGS, LLC - For possible action on a request for a Tentative Map FOR A 76-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 19.71 acres at the northeast corner of Jones Boulevard and Horse Drive (APN 125-12-202-001), U (Undeveloped) Zone [L (Low Density Residential)] [PROPOSED: R-1 (Single Family Residential)], Ward 6 (Ross) [PRJ-57619]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

69. SDR-57890 - SITE DEVELOPMENT PLAN REVIEW RELATED - PUBLIC HEARING - APPLICANT/OWNER: LIBERTY BAPTIST CHURCH OF LAS VEGAS - For possible action on a request for a Major Amendment to Plot Plan Review [Z-0089-86(1)] FOR A PROPOSED 70-FOOT RADIO COMMUNICATION TOWER OPERATED IN CONJUNCTION WITH AN EXISTING CHURCH/HOUSE OF WORSHIP on a portion of 7.47 acres located at 6501 West Lake Mead Boulevard (APN 138-23-302-001), C-V (Civic) Zone, Ward 5 (Barlow) [PRJ-57558]. The Planning Commission (4-2 vote) and Staff recommend APPROVAL.

70. DIR-57816 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT: KAG PROPERTY, LLC - OWNER: KAG DEVELOPMENT SOUTH, LLC, ET AL - For discussion and possible action on a request regarding an amendment to the Development Agreement for the Kyle Canyon Development on approximately 1,662 acres at the southwest corner of Fort Apache Road and Moccasin Road (APNs 125-06-101-001; 125-06-301-001 and 002; 125-06-401-001, 005 and 006; 125-06-501-001; 125-06-701-001; 125-07-101-004, 005 and 007; 125-07-201-001 and 003; 125-07-310-001 and 002; 125-07-410-001, 002 and 003; 125-07-501-005 and 006; 125-07-602-001, 003, 004 and 005; 126-12-000-001), Ward 6 (Ross) [PRJ-57680]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

SET DATE

71. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

CITIZENS PARTICIPATION

72. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

COUNCIL MEMBER RECOGNITION

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

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

SUBJECT:
INVOCATION

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE MONTH

City of Las Vegas Agenda Item No.: **6.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE SENIOR OF THE QUARTER

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF NATIONAL TELECOMMUNICATIONS WEEK

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF NATIONAL LIBRARY WEEK

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF BIKERS AGAINST CHILD ABUSE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE STATE CHAMPION CENTENNIAL HIGH SCHOOL GIRLS BASKETBALL TEAM

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF NATIONAL TARTAN DAY AND THE HIGHLAND GAMES

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

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

City of Las Vegas

Agenda Item No.: **13.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

For possible action to approve the Final Minutes by reference of the March 4 and March 18, 2015 Regular City Council Meetings

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the certification of canvassed election returns for the April 7, 2015 Municipal Primary Election

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas Municipal Primary Election was held on Tuesday, April 7, 2015. The Clerk will summarize a report from the Clark County Registrar of Voters that will prove that the results of the Election were canvassed comparing the computer printout of ballots counted and the results thereof with the official ballot statements for the 298 precincts used in the election.

RECOMMENDATION:
That the City Council approve the canvass of the 2015 Municipal Primary Election and direct the City Clerk to certify the abstract and transmit to the Secretary of State.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

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

SUBJECT:
For possible action to approve an allocation of $1,400,000 in Home Investment Partnerships Program (HOME) and Low Income Housing Trust Fund (LIHTF) funds to Coordinated Living of Southern Nevada, Inc. for the development of affordable senior housing at the intersection of Lone Mountain and Rainbow - Ward 4 (Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,400,000
Funding Source: Home Investment Partnership Program (HOME) and Low Income Housing Trust Fund (LIHTF)
Dept./Division: Office of Community Services

PURPOSE/BACKGROUND:
The Lone Mountain Senior Apartments Phase II proposal is the new construction of 60 one and two-bedroom apartments. This development is the second and final phase of a 135-unit senior housing campus. The target population for these units will be seniors earning at or below 40% Area Median Income ($19,680 for a family of two). The project will give preference for 25% of the units to income and age-eligible households in which at least one member is a veteran. Amenities include ceiling fans, washer and dryer hook-ups, swimming pool, exercise room, hair salon, game area and camera surveillance with onsite monitoring. Market Study indicates an unmet need for 545 units of affordable housing for seniors in the target area. An affordable housing market study completed in the last couple years shows an area vacancy rate of 7% and a net demand for 1,069 units in this Zip Code (89108). Staff will complete the HUD-required Environmental Reviews. No project may commit and /or expend any funds prior to compliance with 24 CFR Part 58 and final notification by staff.

RECOMMENDATION:
Staff recommends that the City Council approve the allocation of HOME and LIHTF funding for the development of affordable housing and authorizes the Mayor to sign all related agreements after approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 15, 2015
DEPARTMENT: Office of Community Services
ITEM DESCRIPTION: For possible action to approve an allocation of $1,400,000 in Home Investment Partnerships Program (HOME) and Low Income Housing Trust Fund (LIHTF) funds to Coordinated Living of Southern Nevada, Inc. for the development of affordable senior housing at the intersection of Lone Mountain and Rainbow - Ward 4 (Anthony)

Coordinated Living of Southern Nevada $1,400,000

- The total development cost and funding sources are as follows:

State Tax Credits	$6,221,578	73%
Perm Loan	$ 845,000	10%
City HOME Funds	**$1,177,850+/-**	**15%**
City LIHTF	**$ 222,150+/-**	**2%**
Total Cost	$8,466,578	100%

- Coordinated Living of Southern Nevada, Inc. will be applying for tax credits to be used as the primary funding source on this project.
- Tax Credit applications are due to the State on May 1, 2015.
- The City allocation is contingent upon a State Tax Credit award.
- If the Developer is not awarded Tax Credits, the City will re-program this allocation.

HOME: Home Investment Partnerships Program –Federal funds to be used to provide affordable rental housing and homeownership affordability through the acquisition, new construction, reconstruction, or rehabilitation of non-luxury housing with suitable amenities. Housing must be transitional or permanent in nature. Shelters and students housing are not eligible property types. Eligible families for this project will have a total household income that does not exceed 40% of the area median income ($19,680 for a family of two).

LIHTF: Low Income Housing Trust Fund funds - Funds from the State of Nevada Housing Division. LIHTF funds have the same eligible uses as the HOME funds.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

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

SUBJECT:
For possible action to approve an allocation of $2,000,000 in Home Investment Partnerships Program (HOME) and Low Income Housing Trust Fund (LIHTF) funds to Nevada H.A.N.D., Inc. for the development of affordable housing at 501 North Lamb Boulevard - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,000,000
Funding Source: Home Investment Partnership Program (HOME) and Low Income Housing Trust Fund (LIHTF)
Dept./Division: Office of Community Services

PURPOSE/BACKGROUND:
The 501 North Lamb Apartments proposal is the demolition of a vacant structure and the new construction of 168 two, three and four-bedroom apartments. The target population for this development is families earning less than 60% of AMI. ($29,520 for a family of two) Amenities include community and exercise rooms, recreation areas, washer and dryer in units, covered patios, ceiling fans, business center with copier and camera surveillance with onsite monitoring. An affordable housing market study completed within the past two years indicates a net demand for 367 units of affordable housing. These apartment homes are located within a one (1) mile radius of employment, parks, schools, shopping and public transportation. Staff will complete the HUD-required Environmental Reviews. No project may commit and /or expend any funds prior to compliance with 24 CFR Part 58 and final notification by staff.

RECOMMENDATION:
Staff recommends that the City Council approve the allocation of HOME and LIHTF funding for the development of affordable housing and authorizes the Mayor to sign all related agreements after approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 15, 2015
DEPARTMENT: Office of Community Services
ITEM DESCRIPTION: For possible action to approve an allocation of $2,000,000 in Home Investment Partnerships Program (HOME) and Low Income Housing Trust Fund (LIHTF) funds to Nevada H.A.N.D., Inc. for the development of affordable family housing at 501 North Lamb - Ward 3 (Coffin)

Nevada H.A.N.D., Inc. $2,000,000

- The total development cost and funding sources are as follows:

State Private Activity Bond Cap	$15,631,485.39	53%
State Bond allocation	3,387,560.61	12%
Citibank	3,400,000	12%
City HOME Funding	**1,300,000+/-**	**4%**
City LIHTF	**700,000+/-**	**2%**
FHL Bank	1,020,000	3%
Other Financing	4,199,544	14
Total Cost	**$29,638,590**	**100%**

- Nevada H.A.N.D., Inc. will be applying for Private Activity Bonds to be used as the primary funding source on this project.
- The City must approve this allocation in order for the Developer to move forward with the State Bond application.
- The City allocation is contingent upon a State allocation of Bonds.
- If the Developer is not awarded Bonds, the City will re-program this allocation.

- HOME: Home Investment Partnerships Program are Federal funds that are used to provide affordable rental housing and homeownership affordability through the acquisition, new construction, reconstruction, or rehabilitation of non-luxury housing with suitable amenities. Housing must be transitional or permanent in nature. Shelters and students housing are not eligible property types. Eligible families will have a total household income that does not exceed 60% of the area median income ($29,520 for a family of two).

- LIHTF: Low Income Housing Trust Fund funds - Funds from the State of Nevada Housing Division. LIHTF funds have the same eligible uses as the HOME funds.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

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

SUBJECT:

For possible action to approve a Fourth Amendment to Project Manager Disposition and Joint Development Agreement between City Parkway V, Inc., the City of Las Vegas, Nevada, and Newland Real Estate Group, LLC, for the waiver of residential development rights by Newland Communities, LLC, on Parcel L in Symphony Park located at 100 South Grand Central Parkway (A portion of APN 139-34-211-003) - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On November 7, 2007 City Council approved the Project Manager Disposition and Joint Development Agreement. Newland has rights as the exclusive residential developer in Symphony Park. Newland has agreed to waive their exclusive rights on Parcel L to allow CITRA Symphony, LLC to develop assisted living and senior living facilities.

RECOMMENDATION:
Approval and authorization of City Parkway V, Inc. to execute the Fourth Amendment to the Project Manager Disposition and Joint Development Agreement and all related escrow documents.

BACKUP DOCUMENTATION:
1. Fourth Amendment to Project Manager Disposition and Joint Development Agreement
2. Disclosure of Principals

FOURTH AMENDMENT TO PROJECT MANAGER DISPOSITION AND JOINT DEVELOPMENT AGREEMENT

THIS FOURTH AMENDMENT TO PROJECT MANAGER DISPOSITION AND JOINT DEVELOPMENT AGREEMENT ("Fourth Amendment") is entered into as of _____, 2015 (the "Effective Date") by and between City Parkway V, Inc., a Nevada non-profit corporation ("CPV"), the City of Las Vegas, Nevada, a political subdivision of the State of Nevada ("City") and Newland Real Estate Group, LLC, a Delaware limited liability company ("Developer"), formerly known as Newland Communities, LLC. CPV and City are referred to collectively as the "City Parties" or individually as a "City Party" herein. The City Parties and Developer are referred to collectively as the "Parties" or individually as a "Party" herein.

RECITALS

A. The City Parties, City Parkway IV A, Inc., a Nevada non-profit corporation ("City IV") and Office District Parking I, Inc., a Nevada non-profit corporation ("Office District") and Developer are the current parties to that certain Project Manager Disposition and Joint Development Agreement dated as of November 7, 2007, as amended by that certain First Amendment to Project Manager Disposition and Joint Development Agreement dated as of June 18, 2008, as amended by that certain Second Amendment to Project Manager Disposition and Joint Development Agreement dated as of June 17, 2009, as amended by that certain Third Amendment to Project Manager Disposition and Joint Development Agreement dated as of November 3, 2010 (the "Third Amendment"), and those certain letter agreements dated January 11, 2008, March 6, 2008, May 7, 2008, October 29, 2008, January 26, 2009, February 24, 2009, April 17, 2009, February 4, 2010, March 26, 2010, July 16, 2010 and September 7, 2010 (collectively, the "Agreement"), which provides Developer with certain rights to acquire and develop the Center Core Site.

B. Subsequent to the execution of the Third Amendment, City IV and Office District were merged into CPV and CPV has succeeded to all assets and obligations of both City IV and Office District, including, without limitation, all rights and obligations of City IV and Office District under the Agreement.

C. Section 7 of the Third Amendment grants to Developer the exclusive right to develop residential projects in Symphony Park and restricts certain parcels, including Parcel L, in Symphony Park from development and use for residential condominiums, town houses, single family residences, or assisted living or senior living facilities or projects until January 31, 2022 (the "Restriction").

D. Declarant and Office District entered into and recorded against such parcels, including Parcel L, in Symphony Park for the benefit of Developer that certain Declaration of Restrictive Covenants dated April 20, 2011 and recorded in the Clark County Recorder of Deeds as Instrument Number: 201105050003379 (the "Declaration") imposing the Restriction on Parcel L.

E. CPV and CITRA Symphony, LLC, a Nevada limited liability company ("CITRA"), has or is about to purchase from CPV Parcel L in Symphony Park for the development of assisted living and senior living facilities.

F. CPV, Developer and CITRA have entered into that certain Limited Waiver of Declaration of Restrictive Covenants permitting the development and operation by CITRA on Parcel L of assisted living and senior living facilities (the "Waiver").

G. The City Parties and Developer desire to memorialize in the Agreement the limited waiver of the Restriction and thereby permitting the development and operation on Parcel L of assisted living and senior living facilities.

H. Capitalized terms used in this Fourth Amendment and not otherwise defined herein shall have the meaning ascribed to such terms as set forth in the Agreement.

1. DEVELOPMENT RESTRICTIONS

The Parties agree that notwithstanding anything to the contrary contained in the Agreement, including Section 7 of the Third Amendment, the development and operation of assisted living and senior living facilities on Parcel L is permitted exclusively for CITRA and the Restriction is hereby modified to permit CITRA's assisted living and senior living facilities on Parcel L. The Parties agree that this Waiver applies solely to CITRA's assisted living and senior living facilities and all other restrictions set forth in the Restriction remain in full force and effect and binding on Parcel L, including, without, limitation, the restriction prohibiting development and use for residential condominiums, town houses or single family residences projects until January 31, 2022.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, City, CPV and Developer have executed this Fourth Amendment as of the Effective Date.

CPV:
CITY PARKWAY V, INC.,
a Nevada non-profit corporation

By: _____
Name: Elizabeth N. Fretwell
Title: President

Attest: By _____
Scott D. Adams, Secretary

Attest: By _____
LuAnn D. Holmes, MMC
Acting City Clerk

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

By: _____
Name: Carolyn G. Goodman
Title: Mayor

DEVELOPER:
NEWLAND REAL ESTATE GROUP, LLC,
a Delaware limited liability company

_____
BY: RITA BRANDIN, SENIOR VICE PRESIDENT

APPROVED AS TO FORM:

_____
4-6-15

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: Newland Real Estate Group, LLC, f/k/a Newland Communities, LLC	**Fourth Amendment to Project Manager Disposition and Joint Development Agreement**
Address: 9820 Towne Center Drive, Suite 100, San Diego, CA 92121	
Telephone: 858-455-7503	**Project Number:**
EIN or DUNS : 33-0824465	

Block 3: Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	**Sole Member** American Newland Communities, LP A Delaware limited partnership	9820 Towne Centre Drive, Suite 100 San Diego, CA 92121	858-455-7503
2.	**General Partner of American Newland Communities, LP:** Newland Associates, Inc., a California corporation	9820 Towne Centre Drive, Suite 100 San Diego, CA 92121	858-455-7503
3.	**Limited Partner of American Newland Communities, LP:** Newland Capital Advisors, LLC, a California limited liability company	9820 Towne Centre Drive, Suite 100 San Diego, CA 92121	858-455-7503
4.	**Limited Partner of American Newland Communities, LP:** Hunt Newland, L.P., a Delaware limited partnership	9820 Towne Centre Drive, Suite 100 San Diego, CA 92121	858-455-7503
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: N/A

Date of Attached Document: _____ Number of Pages: ____

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

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.

Kitti Franklin
Name

4/6/2015
Date

Subscribed and sworn to before me this 6TH day of April, 2015

Elizabeth Groman
Notary Public

ELIZABETH GROMAN
Commission # 2015967
Notary Public - California
San Diego County
My Comm. Expires Apr 25, 2017

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

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

SUBJECT:
For possible action to approve award of Bid No. 15.1762.02-JH, Annual Asphalt Overlay - Department of Operations and Maintenance - Award recommended to: LAS VEGAS PAVING CORPORATION ($5,500,000 - Street Maintenance Special Revenue Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $5,500,000
Funding Source: Street Maintenance SRF
Dept./Division: Operations and Maintenance

PURPOSE/BACKGROUND:
The work will be performed throughout the City of Las Vegas, within public right-of-way or easement. The project generally consists of removing existing pavement and installation of 1" thick ultra-thin asphaltic concrete, adjusting utility covers to grade and installation of traffic signs and new traffic delineations, markings and symbols. The work also includes the construction or modification of pedestrian flashers, modifications to traffic signal system and traffic signal loop detectors as part of the annual maintenance and repair program. Las Vegas Paving Corporation is located in Las Vegas, Nevada.

PCC: J. Hill POC: Bren Wick - (702) 251-5800

RECOMMENDATION:
That City Council approve award of Bid No. 15.1762.02-JH, Annual Asphalt Overlay to Las Vegas Paving Corporation in the estimated annual amount of $5,500,000 from the date of award through November 30, 2015 with four one-year options to renew. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

PRELIMINARY BID ABSTRACT

15.1762.02-JH 2015 Annual Asphalt Overlay

				Las Vegas Paving Corporation		Aggregate Industries SWR, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
110.05.01	FRI PROJECT TRAINING	HR	2500	$1.40	$3,500.00	$1.40	$3,500.00
200.05.01	MOBILIZATION AND DEMOBILIZATION - ROADWAY ALIGNMENT LOT 1, BID SET 1 OF 3	LS	1	$21,500.00	$21,500.00	$21,500.00	$21,500.00
200.05.02	MOBILIZATION AND DEMOBILIZATION - ROADWAY ALIGNMENT LOT 2, BID SET 1 OF 3	LS	1	$21,500.00	$21,500.00	$21,500.00	$21,500.00
200.05.03	MOBILIZATION AND DEMOBILIZATION - ROADWAY ALIGNMENT LOT 1, BID SET 2 OF 3	LS	1	$35,000.00	$35,000.00	$39,000.00	$39,000.00
200.05.04	MOBILIZATION AND DEMOBILIZATION - ROADWAY ALIGNMENT LOT 1, BID SET 3 OF 3	LS	1	$21,500.00	$21,500.00	$20,750.00	$20,750.00
200.05.05	MOBILIZATION AND DEMOBILIZATION - ROADWAY ALIGNMENT LOT 2, BID SET 3 OF 3	LS	1	$21,500.00	$21,500.00	$20,750.00	$20,750.00
202.05.01	REMOVE PLANTMIX BITUMINOUS PAVEMENT BY COLD MILLING METHOD, EDGE MILL, 0" - 1/2" DEPTH	SY	19,850	$0.85	$16,872.50	$0.42	$8,337.00
202.05.02	REMOVE PLANTMIX BITUMINOUS PAVEMENT BY COLD MILLING METHOD, WEDGE MILL, 0" - 1" DEPTH	SY	12,790	$3.40	$43,486.00	$0.65	$8,313.50
202.05.03	REMOVE PLANTMIX BITUMINOUS PAVEMENT BY COLD MILLING METHOD, SURFACE MILL, 1/4" - 1/2" DEPTH	SY	1,000	$3.40	$3,400.00	$0.95	$950.00
202.05.04	REMOVE PLANTMIX BITUMINOUS PAVEMENT BY COLD MILLING METHOD, 1" DEPTH	SY	177,625	$1.00	$177,625.00	$0.80	$142,100.00
202.05.05	REMOVE ADDITIONAL PLANTMIX BITUMINOUS PAVEMENT BY COLD MILLING METHOD BEYOND 1" DEPTH (PER INCH DEPTH INCREMENT)	SY	35,000	$1.00	$35,000.00	$0.80	$28,000.00
202.05.06	REMOVE CONCRETE TACK-ON MEDIAN ISLAND	SF	1,000	$3.45	$3,450.00	$0.56	$560.00
202.05.07	REMOVE AND SALVAGE SIGN PANEL	EA	37	$42.00	$1,554.00	$42.30	$1,565.10
202.05.08	REMOVE AND SALVAGE SIGN PANEL AND POST	EA	7	$42.00	$294.00	$42.30	$296.10
202.05.09	REMOVE AND RESET SIGN PANEL	EA	9	$42.00	$378.00	$42.30	$380.70
202.05.10	REMOVE PULL BOX	EA	4	$340.00	$1,360.00	$345.00	$1,380.00
202.05.11	REMOVE PLANTMIX BITUMINOUS PAVEMENT BY CONVENTIONAL METHOD	SY	2,500	$4.00	$10,000.00	$10.35	$25,875.00
202.05.12	SAWCUTTING	LF	4,488	$1.30	$5,834.40	$1.35	$6,058.80
202.05.13	REMOVE CONCRETE CURB AND GUTTER	LF	500	$5.00	$2,500.00	$8.50	$4,250.00
202.05.14	REMOVE CONCRETE SIDEWALK	SF	2,500	$2.00	$5,000.00	$1.90	$4,750.00
202.05.15	REMOVE CONCRETE CURB	LF	500	$2.00	$1,000.00	$8.50	$4,250.00
202.05.16	REMOVE AND DISPOSE TRAFFIC CONTROLLER CABINET	EA	1	$1,491.65	$1,491.65	$1,045.00	$1,045.00
208.05.01	LONGITUDINAL ELECTRICAL TRENCH EXCAVATION AND BACKFILL	LF	2,035	$33.60	$68,376.00	$33.85	$68,884.75

				Las Vegas Paving Corporation		Aggregate Industries SWR, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
208.05.02	TRANSVERSE ELECTRICAL TRENCH EXCAVATION AND BACKFILL	LF	1,025	$58.80	$60,270.00	$59.20	$60,680.00
212.05.01	3/4-INCH LANDSCAPE ROCK (2-INCH DEPTH)	SY	420	$5.00	$2,100.00	$10.20	$4,284.00
404.05.01	CONSTRUCT LESS THAN 100 TONS OF HOT PLANTMIX RECYCLED BITUMINOUS PAVEMENT, TRAFFIC CATEGORY I, AC-30, TYPE 2 COARSE AGGREGATE	TON	80	$85.00	$6,800.00	$123.60	$9,888.00
404.05.02	CONSTRUCT 100 TO 750 TONS OF HOT PLANTMIX RECYCLED BITUMINOUS PAVEMENT, TRAFFIC CATEGORY I, AC-30, TYPE 2 COARSE AGGREGATE	TON	500	$61.00	$30,500.00	$83.20	$41,600.00
404.05.03	CONSTRUCT 750 TO 1,500 TONS OF HOT PLANTMIX RECYCLED BITUMINOUS PAVEMENT, TRAFFIC CATEGORY I, AC-30, TYPE 2 COARSE AGGREGATE	TON	1,000	$62.00	$62,000.00	$72.30	$72,300.00
404.05.04	CONSTRUCT MORE THAN 1,500 TONS OF HOT PLANTMIX RECYCLED BITUMINOUS PAVEMENT, TRAFFIC CATEGORY I, AC-30, TYPE 2 COARSE AGGREGATE	TON	1,800	$62.00	$111,600.00	$66.10	$118,980.00
404.05.05	CONSTRUCT LESS THAN 100 TONS OF HOT PLANTMIX RECYCLED BITUMINOUS PAVEMENT, PG76-22, TYPE 2 COARSE AGGREGATE	TON	80	$90.00	$7,200.00	$128.75	$10,300.00
404.05.06	CONSTRUCT 100 TO 750 TONS OF HOT PLANTMIX RECYCLED BITUMINOUS PAVEMENT, PG76-22, TYPE 2 COARSE AGGREGATE	TON	500	$67.00	$33,500.00	$88.60	$44,300.00
404.05.07	CONSTRUCT 750 TO 1,500 TONS OF HOT PLANTMIX RECYCLED BITUMINOUS PAVEMENT, PG76-22, TYPE 2 COARSE AGGREGATE	TON	1,000	$70.00	$70,000.00	$79.35	$79,350.00
404.05.08	CONSTRUCT MORE THAN 1,500 TONSOF HOT PLANTMIX RECYCLED BITUMINOUS PAVEMENT, PG76-22, TYPE 2 COARSE AGGREGATE	TON	1,800	$70.00	$126,000.00	$73.00	$131,400.00
413.05.01	CONSTRUCT 1-INCH THICK ULTRA THIN ASPHALT CONCRETE SURFACE (UTACS) S3 GRADATION BONDED WITH A POLYMER MODIFIED MEMBRANE (PMM)	SY	288,345	$5.33	$1,536,878.85	$6.13	$1,767,554.85
609.05.01	ADJUST WMH, SSMH, OR SDMH TO FINISH GRADE AND CONSTRUCT CONCRETE COLLAR	EA	246	$810.00	$199,260.00	$1,065.00	$261,990.00
609.05.02	ADJUST ELECTRICAL OR TELEPHONE MANHOLE TO FINISH GRADE AND CONSTRUCT CONCRETE COLLAR	FA	19	$900.00	$17,100.00	$1,065.00	$20,235.00
609.05.03	ADJUST WATER, ELECTRICAL, OR TELEPHONE VAULT TO FINISH GRADE	EA	14	$1,050.00	$14,700.00	$1,065.00	$14,910.00
609.05.04	ADJUST PROTECTIVE COATED SANITARY SEWER MANHOLE TO GRADE AND CONSTRUCT CONCRETE COLLAR	EA	20	$2,250.00	$45,000.00	$2,945.00	$58,900.00
613.05.01	CONSTRUCT CONCRETE TACK-ON MEDIAN ISLAND	SF	2,360	$7.50	$17,700.00	$9.30	$21,948.00
613.05.02	CONSTRUCT CONCRETE CRASH CAP	EA	10	$260.00	$2,600.00	$382.00	$3,820.00
613.05.03	EMBEDDED DETECTABLE TACTILE WARNING STRIPS (2'x5')	EA	8	$250.00	$2,000.00	$570.00	$4,560.00
613.05.04	CONSTRUCT 24-INCH "L" TYPE CURB AND GUTTER	LF	200	$22.75	$4,550.00	$36.60	$7,320.00
613.05.05	CONSTRUCT CONCRETE SIDEWALK	SF	1,000	$8.25	$8,250.00	$6.35	$6,350.00
613.05.06	CONSTRUCT "A" TYPE CURB	LF	1,000	$19.00	$19,000.00	$34.05	$34,050.00
619.05.01	MARKER POST (K-71)	EA	10	$185.00	$1,850.00	$185.00	$1,850.00
623.05.01	INSTALL CABLE-IN-DUCT TRAFFIC SIGNAL LOOP DETECTOR	EA	137	$500.00	$68,500.00	$504.00	$69,048.00
623.05.02	INSTALL NO. 3-1/2 PULL BOX	EA	10	$820.00	$8,200.00	$829.00	$8,290.00

				Las Vegas Paving Corporation		Aggregate Industries SWR, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
623.05.03	INSTALL NO. 5 PULL BOX	EA	10	$810.00	$8,100.00	$810.00	$8,100.00
623.05.04	INSTALL NO. 7 PULL BOX	EA	11	$900.00	$9,900.00	$897.00	$9,867.00
623.05.05	INSTALL AUDIBLE/TACTILE TRAFFIC SIGNAL PUSH BUTTON ASSEMBLY	EA	35	$840.00	$29,400.00	$841.00	$29,435.00
623.05.06	INSTALL CENTRAL CONTROL UNIT AND WIRING HARNESS	EA	5	$5,100.00	$25,500.00	$5,111.00	$25,555.00
623.05.07	INSTALL TRAFFIC SIGNAL CONTROLLER AND MALFUNCTION MANAGEMENT UNIT	EA	1	$6,500.00	$6,500.00	$6,513.00	$6,513.00
623.05.08	INSTALL PEDESTRIAN FLASHER PUSH BUTTON ASSEMBLY	EA	11	$950.00	$10,450.00	$960.00	$10,560.00
623.05.09	INSTALL XX-A POLE AND FOUNDATION	EA	11	$12,100.00	$133,100.00	$12,206.00	$134,266.00
623.05.10	INSTALL XX-B POLE AND FOUNDATION	EA	1	$18,300.00	$18,300.00	$18,416.00	$18,416.00
623.05.11	INSTALL 1-A POLE AND FOUNDATION	EA	5	$2,300.00	$11,500.00	$2,334.00	$11,670.00
623.05.12	INSTALL 1-B POLE AND FOUNDATION	EA	1	$1,700.00	$1,700.00	$1,687.00	$1,687.00
623.05.13	INSTALL PUSH BUTTON POST AND FOUNDATION	EA	1	$1,800.00	$1,800.00	$1,790.00	$1,790.00
623.05.14	INSTALL TRAFFIC SIGNAL HEAD	EA	32	$1,300.00	$41,600.00	$1,327.00	$42,464.00
623.05.15	INSTALL PEDESTRIAN SIGNAL HEAD	EA	14	$1,110.00	$15,540.00	$1,120.00	$15,680.00
623.05.16	INSTALL 10 CONDUCTOR SIGNAL CABLE	LF	440	$2.50	$1,100.00	$2.35	$1,034.00
623.05.17	INSTALL 15 CONDUCTOR SIGNAL CABLE	LF	365	$3.80	$1,387.00	$3.75	$1,368.75
623.05.18	INSTALL 25 CONDUCTOR SIGNAL CABLE	LF	1,945	$5.40	$10,503.00	$5.45	$10,600.25
623.05.19	INSTALL 2-INCH CONDUIT	LF	1,100	$2.60	$2,860.00	$2.65	$2,915.00
623.05.20	INSTALL 3-INCH CONDUIT	LF	1,345	$7.10	$9,549.50	$7.15	$9,616.75
623.05.21	INSTALL NO. 10 CONDUCTOR	LF	3,260	$0.65	$2,119.00	$0.65	$2,119.00
623.05.22	INSTALL NO. 8 CONDUCTOR	LF	2,285	$0.80	$1,828.00	$0.80	$1,828.00
623.05.23	INSTALL NO. 4 CONDUCTOR	LF	1,000	$1.20	$1,200.00	$1.25	$1,250.00
623.05.24	INSTALL FL-1412 SOLAR FLASHING BEACON	EA	1	$7,000.00	$7,000.00	$7,085.00	$7,085.00
623.05.25	INSTALL AB-1408 SOLAR FLASHING BEACON	EA	1	$5,500.00	$5,500.00	$5,555.00	$5,555.00
623.05.26	INSTALL AB-7412 SOLAR FLASHING BEACON	EA	1	$8,600.00	$8,600.00	$8,629.00	$8,629.00
623.05.27	INSTALL AB-3412 SOLAR FLASHING BEACON	EA	1	$7,500.00	$7,500.00	$7,531.00	$7,531.00

				Las Vegas Paving Corporation		Aggregate Industries SWR, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
623.05.28	INSTALL AB-9407 SOLAR RECTANGULAR RAPID FLASHING BEACON	EA	2	$5,600.00	$11,200.00	$5,600.00	$11,200.00
623.05.29	INSTALL ILLUMINATED STREET NAME SIGN	EA	4	$3,250.00	$13,000.00	$3,254.00	$13,016.00
623.05.30	RETROFIT EXISTING FOUNDATION	EA	1	$800.00	$800.00	$760.00	$760.00
623.05.31	REMOVE AND SALVAGE TRAFFIC SIGNAL POLE	EA	19	$2,160.00	$41,040.00	$2,178.00	$41,382.00
623.05.32	REMOVE AND SALVAGE TRAFFIC SIGNAL MAST ARM	EA	15	$1,000.00	$15,000.00	$1,010.00	$15,150.00
623.05.33	REMOVE AND RESET ILLUMINATED STREET NAME SIGN	EA	8	$1,160.00	$9,280.00	$1,165.00	$9,320.00
623.05.34	REMOVE AND RESET VIDEO DETECTOR	EA	3	$1,110.00	$3,330.00	$1,118.00	$3,354.00
623.05.35	REMOVE AND RESET OPTICOM DETECTOR	EA	7	$330.00	$2,310.00	$333.00	$2,331.00
623.05.36	REMOVE AND SALVAGE TRAFFIC SIGNAL HEAD	EA	34	$160.00	$5,440.00	$159.00	$5,406.00
623.05.37	ABANDON TRAFFIC SIGNAL PUSH BUTTON HOLE	EA	32	$80.00	$2,560.00	$79.30	$2,537.60
623.05.38	INSTALL TRAFFIC SIGNAL MAST ARM (25-FOOT)	EA	1	$2,000.00	$2,000.00	$2,024.00	$2,024.00
623.05.39	INSTALL TRAFFIC SIGNAL MAST ARM (30-FOOT)	EA	1	$2,400.00	$2,400.00	$2,395.00	$2,395.00
623.05.40	INSTALL TRAFFIC SIGNAL MAST ARM (35-FOOT)	EA	1	$2,500.00	$2,500.00	$2,512.00	$2,512.00
623.05.41	INSTALL TRAFFIC SIGNAL MAST ARM (40-FOOT)	EA	3	$2,400.00	$7,200.00	$2,374.00	$7,122.00
623.05.42	INSTALL TRAFFIC SIGNAL MAST ARM (45-FOOT)	EA	4	$2,900.00	$11,600.00	$2,935.00	$11,740.00
623.05.43	INSTALL TRAFFIC SIGNAL MAST ARM (50-FOOT)	EA	1	$4,000.00	$4,000.00	$4,073.00	$4,073.00
623.05.44	INSTALL TRAFFIC SIGNAL MAST ARM (60-FOOT)	EA	1	$2,400.00	$2,400.00	$2,432.00	$2,432.00
623.05.45	INSTALL TRAFFIC SIGNAL MAST ARM (65-FOOT)	EA	2	$7,400.00	$14,800.00	$7,439.00	$14,878.00
623.05.46	INSTALL 138 OPTICOM CABLE	LF	1,825	$2.10	$3,832.50	$2.12	$3,869.00
623.05.47	INSTALL TRAFFIC SIGNAL CONTROLLER CABINET	LF	1	$28,000.00	$28,000.00	$28,239.00	$28,239.00
623.05.48	INSTALL PREFORMED TRAFFIC SIGNAL LOOP DETECTOR	EA	52	$585.00	$30,420.00	$587.00	$30,524.00
623.05.49	INSTALL BELDEN 8281 COAXIAL CABLE	LF	675	$2.36	$1,593.00	$2.40	$1,620.00
623.05.50	RELOCATE FLASHER ASSEMBLY EQUIPMENT (ALTA AND MEADOW VALLEY)	LS	1	$11,200.00	$11,200.00	$11,285.00	$11,285.00
623.05.51	INSTALL CAROL C2537A STYLE 2107 CABLE	LF	675	$2.00	$1,350.00	$1.85	$1,248.75
623.05.52	INSTALL MULTIPLE CONDUCTOR LOOP LEAD-IN CABLE	LF	1,550	$2.60	$4,030.00	$2.65	$4,107.50

				Las Vegas Paving Corporation		Aggregate Industries SWR, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
624.05.01	TRAFFIC CONTROL AND MAINTENANCE	LM	7.3	$10,900.00	$79,570.00	$17,600.00	$128,480.00
627.05.01	PERMANENT SIGNS (GROUND MOUNTED, METAL SUPPORTS)	EA	42	$210.00	$8,820.00	$211.50	$8,883.00
627.05.02	PERMANENT SIGNS (PANEL ONLY)	EA	71	$160.00	$11,360.00	$158.60	$11,260.60
628.05.01	INSTALL WHITE T-2 FILM CROSS WALK PER USD DWG #254	SF	10,945	$4.20	$45,969.00	$4.25	$46,516.25
628.05.02	INSTALL WHITE T-2 FILM STOP BAR PER USD DWG #254	SF	2,733	$4.20	$11,478.60	$4.25	$11,615.25
628.05.03	INSTALL WHITE T-2 FILM "TURN ARROW" SYMBOL PER MUTCD 2009 CHAPTER 3B	EA	156	$115.00	$17,940.00	$116.30	$18,142.80
628.05.04	INSTALL WHITE T-2 FILM "THROUGH ARROW" SYMBOL PER MUTCD 2009 CHAPTER 3B	EA	10	$100.00	$1,000.00	$100.45	$1,004.50
628.05.05	INSTALL WHITE T-2 FILM "COMBINATION TURN AND THROUGH ARROW" SYMBOL PER MUTCD 2009 CHAPTER 3B	EA	10	$200.00	$2,000.00	$195.60	$1,956.00
628.05.06	INSTALL WHITE T-2 FILM "U-TURN ARROW" SYMBOL	EA	10	$200.00	$2,000.00	$200.85	$2,008.50
628.05.07	INSTALL WHITE T-2 FILM "LANE REDUCTION ARROW" SYMBOL PER MUTCD 2009 CHAPTER 3B	EA	2	$350.00	$700.00	$354.15	$708.30
628.05.08	INSTALL WHITE T-2 FILM "ONLY" LEGEND PER MUTCD 2009 CHAPTER 3B	EA	2	$155.00	$310.00	$153.30	$306.60
628.05.09	INSTALL WHITE T-2 FILM "BIKE LEGEND DELINEATION" PER MUTCD 2009 PART 9C	EA	171	$100.00	$17,100.00	$100.45	$17,176.95
628.05.10	INSTALL WHITE T-2 FILM "BIKE DETECTOR PAVEMENT MARKING" PER MUTCD 2009 PART 9C	EA	9	$100.00	$900.00	$100.45	$904.05
628.05.11	INSTALL WHITE T-2 FILM STRIPING	SF	58,730	$3.50	$205,555.00	$3.50	$205,555.00
628.05.12	INSTALL YELLOW T-2 FILM STRIPING	SF	410	$4.20	$1,722.00	$4.25	$1,742.50
628.05.13	INSTALL WHITE PAINT STRIPING	SF	7,350	$1.85	$13,597.50	$1.85	$13,597.50
628.05.14	INSTALL YELLOW PAINT STRIPING	SF	1,000	$1.85	$1,850.00	$1.85	$1,850.00
628.05.15	INSTALL WHITE MEDIAN PAINT	SF	1,000	$1.85	$1,850.00	$1.85	$1,850.00
628.05.16	INSTALL YELLOW MEDIAN PAINT	SF	1,370	$1.85	$2,534.50	$1.85	$2,534.50
628.05.17	INSTALL PREFORMED THERMOPLASTIC PAVEMENT MARKING	SF	5,000	$7.35	$36,750.00	$7.40	$37,000.00
629.05.01	ADJUST WATER VALVE BOX TO FINISH GRADE AND CONSTRUCT CONCRETE COLLAR PER UDACS PLATE #39	EA	198	$625.00	$123,750.00	$500.00	$99,000.00
629.05.02	ADJUST 2-INCH MANUAL BLOW-OFF ASSEMBLY TO FINISHED GRADE AND CONSTRUCT CONCRETE COLLAR PER UDACS PLATE #36	EA	1	$825.00	$825.00	$725.00	$725.00
629.05.03	ADJUST 6-INCH MANUAL BLOW-OFF ASSEMBLY TO FINISHED GRADE AND CONSTRUCT MANHOLE PER UDACS PLATE #37	EA	4	$1,500.00	$6,000.00	$930.00	$3,720.00
633.05.01	INSTALL PLASTIC NON-REFLECTIVE RAISED PAVEMENT MARKER TYPE "A"	EA	3,090	$2.00	$6,180.00	$1.95	$6,025.50

				Las Vegas Paving Corporation		Aggregate Industries SWR, Inc.	
ITEM NO.	**DESCRIPTION**	**U O M**	**QTY**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**
633.05.02	INSTALL PLASTIC NON-REFLECTIVE RAISED PAVEMENT MARKER TYPE "B"	EA	8,505	$2.00	$17,010.00	$1.95	$16,584.75
633.05.03	INSTALL REFLECTIVE RAISED PAVEMENT MARKER TYPE "C"	EA	4,100	$2.00	$8,200.00	$1.95	$7,995.00
633.05.04	INSTALL REFLECTIVE RAISED PAVEMENT MARKER TYPE "E"	EA	25	$2.00	$50.00	$1.95	$48.75
633.05.05	INSTALL REFLECTIVE RAISED PAVEMENT MARKER TYPE "F"	EA	1,215	$2.00	$2,430.00	$1.95	$2,369.25
633.05.06	INSTALL BLUE REFLECTIVE RAISED FIRE HYDRANT PAVEMENT MARKER	EA	52	$10.50	$546.00	$10.60	$551.20
650.05.01	ADJUST GAS VALVE BOX TO FINISH GRADE AND CONSTRUCT CONCRETE COLLAR	EA	5	$700.00	$3,500.00	$560.00	$2,800.00
	Total Base Bid Amount				**$4,193,000.00**		**$4,548,876.15**
	% Greater than Lowest Responsive & Responsible Bidder					**8%**	
	Certificate of Eligibility Submitted			**Yes**		Yes	
	Bidder's Preference Received			**No**		No	
	Responsive Bidder			**Yes**			
	Responsible Bidder			**Yes**			
	Engineer's Estimate: $5,000,000.00						

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

Las Vegas PAving Corp. in the amount of $ 4,193,000.00

Purchasing & Contracts Representative — 3/26/15 Date

Quality Assurance Administrator — 3/26/15 Date

Using Department Authorized Signature — 3-25-15 Date

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

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

SUBJECT:
For possible action to approve award of Contract No. 15002-TF, Inmate Medical Services located at 3200 Stewart Avenue - Department of Detention and Enforcement - Award recommended to: CORRECT CARE SOLUTIONS, LLC ($14,245,143.60 - General Fund) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $14,245,143.60
Funding Source: General Fund
Dept./Division: Detention and Enforcement

PURPOSE/BACKGROUND:
This contract provides for inmate healthcare to include medical, dental, mental health and court ordered in-custody reviews. Correct Care Solutions was selected through a competitive Request for Proposals process. Option year pricing will be established based upon estimated usage and price adjustments considering the associated indices as outlined in the contract. Correct Care Solutions is located in Nashville, Tennessee.

PCC: T. Fernandez
POC: Patrick Cummiskey - (615) 319-4440

RECOMMENDATION:
That City Council approve award of Contract No. 15002-TF, Inmate Medical Services to Correct Care Solutions, LLC in the amount of $14,245,143.60 for the period from May 1, 2015 through April 30, 2017 with one two-year and two one-year options to renew in accordance with contract price provisions. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Contract No. 150002-TF

CONTRACT FOR INMATE MEDICAL SERVICES

THIS CONTRACT is being entered into this _____ day of _____, 2015, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Correct Care Solutions, LLC, a Kansas Limited Liability Company (hereinafter the "Company") having its principal office located at1283 Murfreesboro Road, Suite 500, Nashville, TN 37217.

SECTION A – Subject of Contract

This contract provides for reasonable health care services (dental, medical administrative and related services) to Inmates and on-site urgent/emergent services provided to visitors or staff involved in the activities of the City's Department of Detention and Enforcement (D&E). For purposes of this Contract, the term 'medical services' and 'health care services' may be used interchangeably, without limiting the overall scope of services.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Administrative Officer of the Day (AOD)* means an on-call officer designated by the Chief of the D&E Department responsible for the operation, safety and security of the Detention Facility.

(b) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(c) *"City"* means the City of Las Vegas.

(d) *"City Council"* means the governing body of the City of Las Vegas.

(e) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(f) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(g) *"Control"* means the division within the Detention Facility which monitors the egress and ingress of all staff and contracted employees through video, electronic badges and intercom.

(h) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(i) *"Detention Facility"* means the City of Las Vegas Detention Center, located at 3200 Stewart Avenue in Las Vegas, Nevada.

(j) *"Dentist'* means an individual who is licensed to practice in the State of Nevada as a Dentist as defined in NRS Chapter 631.

(k) *"Health Services Administrator (HSA)"* means the Company representative who is responsible for the overall performance of services under this Contract; this representative is considered and agent of the Company in all matters arising under or relating to this Contract.

(l) *"Inmate"* means an individual who is incarcerated or awaiting adjudication for a criminal matter, or otherwise detained by a governmental entity, and who is under the custody and control of the City.

(m) *"Inmate Population"* means the average daily number of Inmates during an entire month, computed by adding the average daily count for each day of the month and dividing that total by the number of days in the particular month.

(n) *"Masters Level Social Worker"* means a person that is licensed in the State of Nevada, has a Bachelor's Degree in Social work, and a Master's Level Degree in Social Work.

(o) *"Medical Data"* means all records and reports generated and maintained to provide health care services such as, but not limited to, staffing schedules, e-mails, intake evaluations, psychiatric evaluations, progress notes, lab work results, radiology reports, other types of diagnostic reports, referrals, consult reports, hospital reports, medication prescriptions and all other non-privileged correspondence pertaining to patient.

(p) *"Medical Grievance"* means an Inmate has filed a written complaint regarding medical care on the form designated by the D & E Department.

(q) *"Mental Health RN"* Registered nurse with a valid State of Nevada license with a minimum of two years' experience in an acute psychiatric setting or similar experience.

(r) *"National Commission on Correctional Health Care (NCCHC)"* means the organization which accredits health care systems within correctional institutions according to nationally published standards.

(s) *"Nurse Practitioner"* means a Nevada registered professional nurse who has specialized skill, knowledge and experience obtained from an organized, formal program of training and who is authorized in special conditions as defined by Nevada Administrative Code (NAC) 632.255 to 632.295 inclusive, to provide designated services in addition to those which a registered nurse is authorized to perform.

(t) *"Physician"* means an individual who is licensed to practice in the State of Nevada as a Physician or Osteopathic Physician as defined in NRS Chapter 630 or Chapter 633.

(u) *"Physician's Assistant"* means an individual who is licensed to practice in the State of Nevada as defined in NRS Chapter 630.

(v) "*Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

(w) *"Psychiatrist"* means a Nevada licensed physician (M.D. or D.O.) who specializes in the evaluation, diagnosis, and treatment of mental disorders.

(x) *"Psychologist"* means a Nevada licensed individual who specializes in the study of the structure and function of the brain and related behaviors or mental processes. A psychologist may provide psychological evaluation, assessment, testing, and treatment, but may not prescribe medications.

B-2 Contract Type

The Contract type is firm-fixed monthly payment for all medical services performed by the Company. The Inmate Population will determine the amount payable for a particular month. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) Except as provided in subsection (b) below, the City will pay the Company for the medical services required to be provided under this Contract based upon the monthly Inmate Population. Each month, the City will determine the Inmate Population for the prior month, and compensation will be paid to the Company according to the schedule below:

First Calendar Year

Item No.	Description	Amount/Month	
1A	Inmate population: 1 through 750	Fixed Price	$583,740.55
1B	Inmate population: 751 through 850	Fixed Price	$587,009.58
1C	Inmate population: 851 through 950	Fixed Price	$593,547.65
1D	Inmate population: 951+	Fixed Price	$600,085.72
1E	RN court ordered testimony services	Fixed Hourly Rate 750 hours/year	$47.14

Second Calendar Year

Item No.	Description	Amount/Month	
1A	Inmate population: 1 through 750	Fixed Price	$583,740.55
1B	Inmate population: 751 through 850	Fixed Price	$587,009.58
1C	Inmate population: 851 through 950	Fixed Price	$593,547.65
1D	Inmate population: 951+	Fixed Price	$600,085.72
1E	RN court ordered testimony services	Fixed Hourly Rate 750 hours/year	$48.08
1F	Isolation Unit Mental Health Nursing*	Fixed Price	$39,879.00

*Fee to be applied only upon opening of isolation unit

(b) The City will pay the Company for the time expended by the nursing staff for court attendance and testimony regarding blood-drawing procedures at the hourly rate listed in 1E.

(c) Price Adjustment

The base performance periods Year 1 and Year 2 set forth in subparagraph (a) above prices are firm for a period of 24 months from the Award Date. Should option periods be exercised by City as set forth in Section B-5, the Company may submit a written acknowledgement of a price adjustment. Upon receipt of acknowledgement of a price adjustment, the City shall verify that Company is in compliance with all contract requirements. The City will have seven (7) business days to notify Company in writing of any areas that Company is not in compliance with Contract requirements. In the event that Company is not in compliance with any contract requirements, the price adjustment will be suspended until all contract requirements are met. Upon confirmation in writing from the City's Project Manager that Company is in compliance with all contract terms, the City will accept the price adjustment, which will not exceed the product of the base contract prices for performance period 2 stated in such subparagraph (a) multiplied by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers, CUUROOOOSAM2, Not Seasonally Adjusted, Medical Care Services (http://data.bls.gov), not to exceed 3.8%. There may be only one price adjustment per twelve (12) month period. The then current readjusted price will become the baseline price for purposes of calculating price adjustment for the subsequent option periods and any extension periods.

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

(a) The Company will submit an invoice to the City in accordance with Section B-3 Prices/Costs. All invoices should identify the following items:

(i) the date of the invoice and invoice number;

(ii) the purchase order number;

(iii) the Contract Item against which charges are made; and

(iv) performance dates covered.

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

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

(b) The Company will forward a copy of the invoice to the D&E Department's Business Office Manager, with a copy of the applicable Deliverable associated with the invoice.

B-5 Performance Period

(a) The base performance period will be from May 1, 2015 through April 30, 2017. The City and the Company may, upon reaching mutually agreeable terms, extend the performance period for one (1) two-year period, followed by two (2) one-year periods beyond April 30, 2017. Option period one will be May 1, 2017 through April 30, 2019. Option period two will be from May 1, 2019 through April 30, 2020. Option period three will be from May 1, 2020 through April 20, 2021. The City will provide sixty days advance written notice to Company that the City is exercising an option to extend the contract. If mutually agreeable terms are not met for an option period, each party agrees to a transition period of no less than ~~60~~ 180 days.

(b) Upon sixty days written notice, the City reserves the right to extend the Contract up to one hundred eighty (180) days after the expiration of the base performance period or option period under the terms and conditions of this Contract and any price paid to Company will be based on Section B-3 herein.

SECTION C – Statement of Work

C-1 Scope of Services

(a) Company to perform Scope of Work provided in Attachment 1 "Scope of Work".
(b) Company to provide health care services for Inmates as described in Attachment 2 "Health Care Services Specifications" to include medical, dental, mental health services and court ordered in-custody reviews. Company will be responsible for providing the personnel, equipment and supplies necessary to provide Inmate health care services in addition to administration and supervision of services.

(c) Company to provide a health care system of the same quality as what is provided to the Las Vegas community. Company will be responsible for identifying Inmate health care needs, scheduling and coordinating all services, both emergency and non-emergency; both inside and outside of the Detention Facility.

C-2 Deliverables

The Company will provide the following deliverables:

Contract Reference	Description	Delivery Schedule
D-8 g	Performance Bond	Within 10 days after Award Date and prior to each anniversary date of the Contract
Attachment 1 2 (e)	Business Continuity Plan	Within 90 days after Award Date
Attachment 1 5.0 (a)	Staff Accreditation Report	Quarterly
Attachment 1 9.0	Staffing Schedule Reports	Twice monthly Daily when temp staffing is utilized
Attachment 1 11.0 (b), (d), (e), (f) & (h)	Statistical Summaries	Monthly, quarterly & annually
Attachment 2 SS-1 (e)	Notification of abnormal incidents	Within 24 hours of occurrence
Attachment 2 SS-6 (a) & (b)	Site Specific Medical Policies and Procedures manual	Within 30 days after Award Date Quarterly updates
Attachment 2 SS-7	Management Information System report of services provided by category	

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract will be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract will be deemed to have been given when:

(i) received by the party to whom it is directed by hand delivery or personal service, or
(ii) transmitted by facsimile with confirmation of transmission, or
(iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: Manager, Purchasing and Contracts
City of Las Vegas
City Hall, Third Floor
495 South Main Street
Las Vegas, Nevada 89101-2986
Fax: 702-384-9964

FOR THE COMPANY: Patrick Cummiskey
President, Correctional Healthcare
1283 Murfreesboro Road, Suite 500
Nashville, Tennessee 37217
Fax: 615-324-5731

(b) The parties will provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, will follow facsimile transmissions.

(d) For purposes of this Contract, legal notice will be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates Captain Bananto Smith as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates Christopher Bove as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-5/2/12]

The Company warrants that the services will be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance

or failure of the Company to perform the services in accordance with this Contract, the Company will, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City, not to include proprietary software utilized by the Company in delivery of services.

D-5 Licenses/Registrations [CAO-5/2/12]

During the entire performance period of this Contract, the Company will maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 City Responsibilities

(a) The City will furnish all security and transportation for non-emergency Inmate medical care to and from the Detention Facility. This responsibility will include, but not be limited to: medical, dental, and/or mental examinations at the Detention Facility or at any other local facility reasonably directed by the Company. When the Company deems that an emergency situation exists, the Company will provide ambulance service at Company expense.

(b) The City may intake and discharge Inmates twenty-four (24) hours a day, every day of the year, holidays included. The City is not responsible for establishing exact time of intake and discharge, nor for any specific schedule related to the sentencing of Inmates, as such times are established by any court having jurisdiction over such matters. The Company is required to meet the requirements of the non-determinate schedules, and will not be entitled to any additional compensation as a result thereof.

(c) The City will provide a report to the Company that presents information from which the Inmate population can be derived. Except in cases of computer network failure, the City will provide this report within ten (10) calendar days after the end of the month being reported. This report will be considered the authoritative source for the daily Inmate count.

(d) The City will provide information to the Company regarding court orders and legal directives involving Inmate health care services, as such information becomes reasonably available.

(e) The City will provide suitable office space at the Detention Facility for Company staff, and will provide all necessary utilities, including one local telephone line.

(f) The City will provide for each Inmate receiving health care service the same services and facilities provided to all Detention Facility Inmates. This includes daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies/services, and linen supplies.

(g) The City and the Company understand that adequate security services, consistent with the correctional setting, are necessary for the safety of the agents, employees, and subcontractors of the Company as well as for the security of Inmates and City staff. The City will provide security sufficient to enable the Company and its personnel to safely provide the health care services described in this Contract. Nothing herein will be construed to make the City, its officers, or employees a guarantor of the safety of Company employees, agents, or subcontractors, including their employees.

(h) The City will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Detention Facility and any other location for off-site services as contemplated herein.

D-7 Intentionally Omitted.

D-8 Performance Bond

(a) The Company will procure and maintain, at its own expense, during the entire term of the contract, a performance bond in an amount equivalent to three (3) months of contract performance. A renewal of the performance bond will be required for each extension of the contract.

(b) The Bond may be secured through the usual sources provided that the surety is authorized and licensed to do business in the State of Nevada, with the exception of individual surety bonds, which are not acceptable to the City.
(c) The Performance Bond may be written on the form provided by the City, set forth in ATTACHMENT 5.

(d) The Company will require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his power of attorney.

(e) Any Performance Bond prepared by a licensed non-resident agent, must be countersigned by a resident agent in accordance with the provisions of NRS 680A.300.

(f) The Performance Bond must be issued by a certified surety listed in the Department of the Treasury Circular 570 ("Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds, and as Acceptable Reinsuring Companies"), current revision.

(g) The Performance Bond must be delivered to the City within ten (10) days after the Award Date and prior to each anniversary date of this Contract. Should the Company fail to provide such bond, the City may, at its option, purchase the bond and deduct the cost thereof from any payment due the Company.

D-9 Health Services Administrator

(a) The Company will appoint an individual to perform the duties of Health Services Administrator (HSA). This individual will serve as a resident agent for the Company, and must be located within the County of Clark, State of Nevada, upon commencement of Contract performance. This individual must be a full-time employee, and on-site at the Detention Facility a minimum of 40 hours per week. This individual will have full responsibility, on behalf of the Company, for the successful delivery of Inmate health care services provided the City under this Contract.

(b) The HSA will be available to the City, on a 24-hour a day, 7 days a week basis for administrative remedy and Contract administration.

(c) The Company will inform the Project Manager in writing of any substitution or alternate, who may act in the same capacity as the HSA, should the HSA be unavailable in Clark County or be temporarily physically incapacitated.

D-10 Key Personnel

(a) The following individuals are considered Key Personnel for the performance of this Contract, and the Project Manager must approve any staffing changes involving these individuals:

Health Services Administrator
Physician
Psychologist or Psychiatrist

(b) Should a named individual cease to perform the staffing functions, the Company must replace the designated Key Person with an individual having similar qualifications within forty–five (45) days after the Key Person has left. The Company will provide written notification of the change to the Project Manager, and provide the resume of the proposed staff replacement. Failure to provide a replacement acceptable to the City is considered a material breach of this Contract. Approval of a replacement will not be unreasonably withheld.

(c) The Company is solely responsible for the supervision and control of Company staff performing work under this Contract; however, the City of Las Vegas reserves the right to request removal from the premises of any Company "on site" staff personnel for just cause, and the Company will take reasonable action to comply with the request.

D-11 Third Party Payments

(a) The Company will be responsible for determining during the screening process whether or not an Inmate has personal medical insurance coverage, or other valid third party medical coverage. The Company will make good faith efforts to pursue all reimbursements from primary and secondary insurance claims.

(b) In the event that health care services are provided to an Inmate having valid third party coverage, the Company will bill for these services on behalf of itself or the City, as if a private health care provider had performed the services. All

payments received through third party coverage accrue to the City. The Company will provide copies of all insurance claims submitted for payment and copies of all insurance explanation of benefit statements.

D-12 Disclosure of Records and Other Information

(a) At least one (1) copy of the medical records will be kept separate from the Inmate's confinement record. A complete legible copy of the applicable medical record will be available, at all times, to the City and will be available to accompany each Inmate who is transferred from the Detention Facility to another location for off-site services. Medical records will be kept confidential. Subject to applicable law regarding confidentiality of such records, the Company will comply with Nevada law and the City's policy with regard to access by Inmates and the staff of the Detention Facility to medical records. No information contained in the medical records will be released by the Company except as authorized by the City, by a court order, or otherwise in accordance with the applicable law. In such event, the Company will provide the City written notification when information is released to a party that is not the City. Upon termination of this Contract, all medical records will be delivered to and remain with the City.

(b) Subject to applicable Nevada law, in order to assist the Company in providing health care services to Inmates, the City will provide the Company with information pertaining to Inmates that the Company and the City mutually identify as reasonable and necessary for the Company to adequately perform its obligations hereunder.

D-13 Liquidated Damages- NCCHC Accreditation

The Company is required to maintain NCCHC Accreditation. Should the Company fail to maintain the NCCHC Accreditation standards, the Company hereby acknowledges that the City will suffer damages which are difficult to ascertain, such as, but not necessarily limited to increased City liability. Because it is difficult or impractical to determine the amount of actual damages which would be incurred by the City, the Company will pay liquidated damages to the City in the amount of $500 per calendar day for each day beyond loss of accreditation through (i) the date the NCCHC accreditation is re-instated, of (ii) the date of termination of the Agreement. Company will pay a penalty fine of $500 per day effective the day written notice is received from the NCCHC. The Company will have ninety (90) days to remedy all areas of deficiency to re-instate the NCCHC Accreditation. Failure to do so will be grounds for termination for default as set forth in Section E-4 (Termination for Default).

D-14 HIPAA

The Company agrees to safeguard Inmate's protected health information in accordance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements. The Company will have its employees and agent(s) who participate in this Contract to sign non-disclosure agreements that comply with the HIPAA requirements. The Company will flow down a clause similar to this Paragraph in its subcontracts. The Company also agrees not to use or further disclose client's protected health information other than as permitted or required by this Contract, or as required by law. The Company further agrees to use appropriate safeguards to prevent the use or disclosure of such Inmate's protected health information other than as provided for by this contract.

D-15 Transition Plan

The Company will cooperate fully with the City in order to effect an orderly transition in the event the contract is terminated, expires or a new company is awarded the contract through the RFP process. Upon written expiration or termination of the Contract, within 30 days of notification, Company to provide the City with a transition plan to include the following:

a. Company will provide a complete SQL Server data dump of all records and fields to allow the City to merge into a new system at no cost to the City.
b. Company will notify the City of the location of all paper Inmate medical records. Payment of any fees for records not stored on City of Las Vegas property will be the responsibility of the Company.

D-16 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E will prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-08.01.13]

(a) For each claim or dispute arising between the parties under this Contract, the parties will attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further will file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company will notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City will notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City will notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration will be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute will be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada will govern this Contract and the venue for purposes of such litigation or arbitration will be the Eighth Judicial District Court, Clark County Nevada.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately will notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company will advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice will be provided as soon as the Company is aware of the situation; however, such notice will not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-5/2/12]

The City will have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination will be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company will terminate all work and take all reasonable actions to mitigate expenses. The Company will submit a written request for incurred costs for services performed through the date of termination, and will provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-5/2/12]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

  (i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

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

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

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

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

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

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

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

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Section D-1 (Legal Notice) above, the Company will have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Company will continue with its performance under the Contract.

E-5 Insurance [CAO-08.01.13]

(a) The Company will procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Supplier's Workers' Compensation policy will have a waiver of subrogation endorsement in favor of the City of Las Vegas.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage will be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Supplier's General Liability policy will have a waiver of subrogation endorsement in favor of the City of Las Vegas, and will be endorsed to include the City, its officers, and employees as additional insured.

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in this paragraph do not apply. The Supplier's Automobile Liability policy will have

a waiver of subrogation endorsement in favor of the City of Las Vegas, and will be endorsed to include the City, its officers, and employees as additional insured.

(iv) Professional Liability Insurance of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) Company must provide required insurance certificates and endorsements to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company will maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company will annually provide ITS with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. The Company and/or insurance carrier will provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

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

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

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

(c) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide will be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions will be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $50,000.00 without the prior written approval of the City.

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

(f) Any subcontractor or subconsultant approved by the City will be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance it deems necessary.

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

E-6 Indemnification [CAO-5/2/12]

(a) In addition to the insurance requirements set forth in Section E-5 (Insurance), the Company will protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or

otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract.

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

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

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

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

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

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

E-9 Taxes/Compliance with Laws [CAO-08.01.13]

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

(b) The Company, in the performance of the obligations of this Contract, will comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-10 Audit of Records [CAO-5/2/12]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records will be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding will be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company will forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City or its designated representative(s) will have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The

Company's failure to remedy the deficiency will constitute a material breach of this Contract. The City will be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section

(c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference will be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it will be deemed to be an independent contractor and not an agent or employee of the City. The Company will be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City will hold the Company as the sole responsible party for the performance of this Contract. The Company will maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company will create a partnership, joint venture or agency with the City. Neither party will have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void will in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision will be deemed severed from this Contract, and the balance of this Contract will be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause will not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract will conform in all respects with the requirements set forth in this Contract. The Company will furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract will not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract will be null and void, and may not be relied upon by either party.

E-15 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

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

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

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

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

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

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

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

E-18 Confidentiality [CAO-7/24/08]

(a) Subject to the Nevada Public Records Law , all information, including but not limited to, oral statements, computer files, databases, and other material or data supplied by one party to the other party is confidential and privileged. Neither party will not disclose the information it receives from the other party, nor allow it to be disclosed, to any person or entity without the express prior written consent of such other party. Each party shall have the right to use any such confidential information received from the other party only for the purpose of providing the services under this Contract, unless the express prior, written consent of such other party is obtained. Upon request by a party, the other party will promptly return to the the requesting party all confidential information supplied by the requesting party, together with all copies and extracts.

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

(c) The obligations of confidentiality will survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. Notwithstanding the foregoing, however, if such reduction is material and causes this Contract to be economically unfeasible to the Company, the Company may terminate this Contract by providing the City with one hundred eighty (180)days' prior written notice.

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

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

(i) Description of services to be performed.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.

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

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

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

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

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

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

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

E-23 Non-Discrimination and Fair Employment Practices [07/31/13]

(a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company will constitute a material breach of this Contract.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Title/Text Reference

Scope of Work and Service Specifications

Minimum Staffing Requirements

Intergovernmental Service Agreement IGA No. 48-99-084

Performance Bonds

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

CITY OF LAS VEGAS

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

ATTEST:

LUANN D. HOLMES, MMC
Acting City Clerk — Date

APPROVED AS TO FORM:

John S. Ridilla — 3/9/15
Deputy City Attorney — Date

John S. Ridilla
Deputy City Attorney

CORRECT CARE SOLUTIONS

Patrick Cummiskey, President,
Correctional Healthcare — Date

ATTACHMENT 1
SCOPE OF WORK

1.0 Place of Performance

The principal place of performance will be the City Detention Facility located in Las Vegas, Nevada. Health care services may be performed at various health care offices, facilities and intermediate locations as re necessary with in Las Vegas, Nevada to provide the services required under this Contract.

2.0 Scope of Services

(a) The Company will provide all personnel, administration, supervision, supplies, equipment, and subcontracted services required to perform health care services for City of Las Vegas Inmates. The Company will be responsible for the total health care system, including dental, mental health services and court ordered in-custody reviews. This responsibility, under the direction of the Health Services Administrator (HSA), will include, but not be limited to: all operational, management, medical and legal needs for the facility's professional health care needs, including all related off-site services and hospitalization. All associated costs are to be borne by the Company.

(b) The Company will provide a health care system of the same level of quality as those provided in the Las Vegas community. The Company will be responsible for identifying the need, scheduling and coordinating ALL services, both emergency and non-emergency medical and health care needs, which are required inside or outside the Detention Facility.

(c) The Company will reimburse the City for all long distance calls and fax charges that the Company incurs in the performance of the Contract, when such costs accrue against a City account.

(d) Legal 2000 Commitment Applications. Mental health staff will monitor Inmates with psychiatric concerns. When appropriate, a Legal 2000 will be initiated. Physicians must complete Legal 2000 commitment applications in conjunction with the court as medically prudent. Psychologist must have current Nevada State Sanctioned Competency Evaluators Certification.

(e) Business Continuity Plan. The Company will provide a written plan on how they will maintain essential operations with reduced employees, supplies, services etc. in the event of a pandemic, disaster or other unforeseen event.

(f) Sustainability Initiative. The Company will support the City's Sustainability Initiative in its conduct of business through procuring sustainable products where possible and utilizing recycling containers.

(g) The Company will be responsible for compliance with all Court Orders and legal directives regarding health care and psychological services for Inmates.

3.0 Specific Services

(a) The Company will provide the specific services set forth in **ATTACHMENT 2 Healthcare Service Specifications**. The Company will provide off-site medical services for federal Inmates in accordance with **Intergovernmental Services Agreement No. 48-99-0084 (page 3, Article III)**, which is set forth in **ATTACHMENT 5**.

(b) The Company will provide special medical services to Inmates including, but not limited to, radiology, dialysis and laboratory services to the extent reasonably necessary in the opinion of a medical professional. Where non-emergency specialty care is required and cannot be rendered at the Detention Facility, the Company will make arrangements with the City for transportation services when medically necessary in connection with off-site non-emergency medical treatment.

4.0 Accreditation

(a) The Company is responsible to develop, implement, operate, and maintain a health care system for Inmates that meets the accreditation standards of the NCCHC, the medical accreditation standards of the Commission on Accreditation for Corrections of the American Correctional Association (ACA), and standards for Health Services in

Correctional Institutions of the American Public Health Association, as such standards are in effect on the Award Date. These standards are incorporated herein by reference. Should any of these standards conflict, the more stringent standard will apply. The Company will provide staff and expertise and pay for associated fees to maintain ACA files and accreditation.

(b) Failure to maintain the accreditation standards will result in the assessment of liquidated damages as set forth Section D-13 (Liquidated Damages - NCCHC Accreditation). The Company will continue to maintain and update the health care system throughout the entire term of the Contract to ensure continuous accreditation.

(c) Should subsequent revisions to the accreditation standards require a material change in staffing or other resources, resulting in an annual increase or decrease in the cost of performance, either the City or the Company may request that compliance with the revised accreditation standards be treated in accordance with, Section E-21 (Changes- Fixed Price Services), and the monthly amount payable to the Company as set forth in the Contract be increased or decreased accordingly.

(d) No language or description contained in this Contract or its Attachments is intended, nor will be interpreted, in such a way as to relieve the Company from its obligation to achieve NCCHC accreditation.

5.0 Accreditation Records

(a) The Company will keep on file at the Detention Facility copies of all certifications, current registration, and licenses of all medical staff. The Company will make these records available for City review. The Company will keep on file current copies of the Company's Policies and Procedures Manual to maintain accreditation standards. The Company will provide a quarterly report on status of medical staff accreditations.

(b) The Company is responsible for ensuring that the medical staff maintains current accreditation.

6.0 Internal Affairs Investigations and Subcontract Flow-Down Requirement

The Company will appropriately address any issues with their staff or operations that results from sustained findings of a department or other agency investigation. Company subcontractors must agree to accommodate any investigations. The Company will flow-down this provision as well as a provision that substantially conforms to, Section E-10 (Audit of Records) in its subcontract agreements.

7.0 Supplies and Pharmaceuticals Coverage

(a) The Company is responsible for providing all supplies and pharmaceuticals medications for the treatment of Acquired Immune Deficiency Syndrome (AIDS).

(b) The Company will provide all supplies and pharmaceuticals without a financial cap or restriction unless as otherwise limited or excluded under the below Paragraph 10.0 (Excluded Services).

8.0 Staffing Requirements

(a) The Company will provide, at a minimum, staffing at the levels in man-hours set forth in **ATTACHMENT 4 Minimum Medical Staffing Requirements** based on an Inmate population of up to eight-hundred (800). Should the Inmate population deviate from the current range for two consecutive billing periods, the Company will adjust the staffing to meet the new Inmate population range, within 10 days of receiving the report set forth in, Section D-6 (City Responsibilities). Such adjustment in staffing, based on this mechanism will continue throughout the performance period of the Contract. As part of the staffing levels to be maintained, the Company will provide the following:

1. Provide relief back-up for Full Time Equivalents (FTE's) during absence due to vacation, sick leave, and training.
2. Provide a FTE Nurse Educator (NE).
3. Medical Director (MD) must work 30 hours per week on site of Detention Facility.
4. Director of Nurses and the Health Services Administrator (HSA), must spend 40 hours each on Detention Facility site, per week, not working at alternative sites. Exceptions: sick, vacation and training.

5. Physician Assistant (PA)/Nurse Practitioner (NP) to work Saturday/Sunday in two 12 hour shifts (24 hour coverage for the weekends minimum of 5 hours from beginning of shift must in the a.m.).
6. Only Registered Nurses (RN) to work in intake and to conduct medical screenings as well as History and Physicals.
7. No dual filling of positions, unless agreed to by the City, filling dual roles or one person working as two (2) Full FTE's, or working over or above job, such as RN working as Mental Health Specialist RN.
8. A full time equivalent of Masters level Social Worker is required for discharge planning.
9. Medical staff meals must be taken on site and purchased through the Detention Facility food services contractor and be paid by the Company at a cost per meal not to exceed $ 2.50.
10. Must keep staffing levels/FTE's as per contract unless the City agrees otherwise.
11. Staffing schedules must be available and agreeable to the City.

(b) The Company will provide all necessary services for recruiting, screening, testing, interviewing, background checking (except criminal), verifying of credentials and current licenses, and the hiring, training, and supervision of ALL personnel employed. As part of its nursing recruiting strategy, the Company will advertise for nursing staff in major newspapers, through professional organizations, trade papers, and local Las Vegas nursing schools.

(c) The Company will develop compensation packages that attract and retain the most qualified personnel. At a minimum, the Company will pay hourly labor rates and fringe benefits commensurate to those offered by major hospitals by the medical community located in Clark County, Nevada.

(d) The percentage of professional staff recruited from temporary employment agencies will not exceed twenty percent (20%) of the nursing staff.

(e) The Company will ensure that all of its employees or subcontractors rendering services under this Contract possess all licenses, including professional licenses, necessary to render the required health care services. The Company will ensure all staffing quality standards are met as set forth in **ATTACHMENT 2 Healthcare Service Specifications.**

(f) If any of the medical staff incurs a criminal conviction or professional disciplinary action during the time they provide services under this Contract, the Company will provide written notification to the City of such events. The Company must notify in writing to the Project Manager if a medical staff member has police contact other than for a minor traffic violation. Notification will require immediate telephone notification to the Project Manager. If unable to reach the Project Manager, or occurrence is on a weekend or after 1700 (5:00 p.m.) weekdays, the Administrative Officer of the Day is to be notified through Control. Written notification to be provided within twenty-four (24) hours of the incident. The City reserves the right to remove the staff member for just cause as set forth in, Section 9.0 (Key Personnel).

(g) If a staff member vacates the position, the Company must provide a replacement within thirty (30) days. The Company may provide a temporary staff person in the interim until position is filled.

(h) The City will not pay a per diem physician unless the City agrees and Medical Director/contractor must be a licensed physician.

(i) Company will be able to increase minimum staffing upon request for a 24 hour period to assist in the booking are when there are major events planned that may result in mass arrests, such as New Year's Eve.

9.0 Staffing Schedule Reports

The Company will provide to the Project Manager staffing schedules twice a month and daily e-mail notices when temporary staffing is utilized. Upon City request, the Company will provide time cards for audit of staffing hours worked. The City has the right to request adjustments to the staffing schedule to ensure contract requirements are met and the Company will collaborate with the City to comply with such requests.

10.0 Excluded Services

(a) The Company will not be financially responsible for the cost of any medical treatment or health care services provided to medically stabilize any individual presented at booking with an injury or illness in immediate need of emergency medical care. Once an individual has been medically stabilized and committed to a Detention Facility, the Company will be financially responsible for the cost of all medical treatment for health care services, regardless of the nature of the illness or injury, except for those illnesses or injuries subject to the provisions of NRS 211.140, (5) (6).

(b) The Company will not be responsible for costs associated with the medical care of any infants born to Inmates. The Company will provide health care services to pregnant Inmates, but health care services provided to an infant following birth will not be the responsibility of the Company.

(c) The Company is responsible for providing health care services to Inmates under guard in outside hospitals and Inmates assigned to work releases who sleep at a Detention Facility or work release center each night, and such Inmates will be included in the daily population count. Individuals granted "temporary release" are not considered to be in the actual custody of the City when in "temporary release" status, and are not eligible for health care services under this Contract. "Temporary release" actions would include furlough, parole, supervised custody, or escape status. The Company is not required to provide health care services to individuals who become ill or are injured during their "temporary release". However, upon an Inmate's return to a Detention Facility (with a resumption of City custody), the Inmate is entitled to full health care services under this Contract. Individuals will be required to sign an agreement, in which they assume responsibility for arranging and paying for their own health care services while on "temporary release".

(d) The Company will not be responsible for providing elective medical care services to Inmates. For purposes of this Contract, "elective medical care" means medical care which in the opinion of the Company is not medically urgent, nor will threaten life or limb if withheld. Decisions concerning elective medical care will be consistent with the applicable NCCHC standards.

11.0 Reports/Record Keeping

(a) The Company will compile statistics and information regarding the performance of services under this Contract, and provide written reports to the City, as set forth in this Paragraph, and elsewhere in this Contract.

(b) The Company will provide statistical summaries on a monthly, quarterly, and annual basis. The statistical summaries will include the number of Inmates receiving health services by category of care, as well as other pertinent information (e.g., operative procedures, referrals to specialists, ambulance services, chronic care, etc.).

(c) The Company will conduct quarterly meetings with D&E staff, Project Manager and the designated Company representative.

(d) The Company will prepare a monthly report on the following:

(i) Administration of involuntary psychotropic drugs;

(ii) Pregnancy management;

(iii) Identification of Inmates with alcohol and drug abuse problems;

(iv) Four point restraints;

(v) Status of 14-day physicals;

(vi) Dental examinations;

(vii) Application and care of prosthesis;

(viii) Status or statistics on testing and treatment for tuberculosis and other serious infectious diseases;

(ix) Status or statistics on testing and treatment for HIV;

(x) Staffing report, including required and actual FTE categories by position; and

(xi) Third Party payments status

(e) The Company will collect and report statistics on Inmates seen on sick call.

(f) The Company will provide a report on Inmate referrals to outside social agencies.

(h) Court Testimony Services Report. The Company will provide to the City a monthly report of the total hours expended for the prior month. The report will list the court case, description, the name of the nursing staff who attended court and the hours expended.

ATTACHMENT 2
Healthcare Service Specifications

SS-1 ON CALL NEEDS

(a) The Company will provide 24-hours per day, seven (7) days a week including holidays, emergency "ON CALL" services for:

(i) A physician;

(ii) A registered nurse;

(iii) A licensed psychiatrist or psychologist;

(iv) Dental service, and

(v) Emergency medical services for the City Department of Detention and Enforcement (D&E) employees injured on the job while in the performance of their assigned duties, and visitors at the facilities.

(b) Upon reasonable notice, any health care staff of the Company must be available for court appearances necessitated by actions and/or incidents connected with the performance of this Contract at the Detention Facility.

(c) Any health care staff of the Company must be available to attend Inmate medical grievances. Resolution of Inmate medical requirements must be addressed within 36 hours of receipt of the medical grievance.

(d) Meetings. The health care staff of the Company will be required to attend all scheduled or special meetings designated by the City and/or the Company on any phase of all health care programs as they affect the proper and timely health care administration of the Detention Facility. The Company will conduct meetings between the Project Manager, the Head Nurse, and the Medical Director at a minimum of every six (6) weeks. The Company will conduct quarterly meetings with D&E command staff and the designated Company representative.

(e) Communication of abnormal incidents (i.e. identification of infectious disease, serious injury, hospital visit, offsite medical appointments, treatment, accidents/errors) are required to be verbally reported immediately to the onsite Lieutenant or the acting Lieutenant (acting Lt.) and if not them, then the Administrative Officer of the Day (AOD) followed up with a written notice to the City's Project Manager within 24 hours.

(f) Many Inmates are non-English speaking. The Company will provide a means of translation for the delivery of health care services.

SS-2 MINIMUM REQUIREMENTS FOR PSYCHIATRIC CARE, FOLLOW-UP AND RECORD-KEEPING

(a) In addition to providing on-call psychiatric care designated in Paragraph SS-1 above, the Company will provide psychiatric exams and evaluations within sixty (60) minutes after a psychiatric referral is made.

(b) The health care staff will identify and record chronic inebriation and other psychiatric disorders.

(c) The health care staff will follow-up on course of action given by written referral plans and treatment for chronic inebriates and/or homeless Inmates with psychiatric challenges. The health care staff is to record outcome of referral actions.

SS-3 SPECIAL DIETS

The City is under contract with a food service company for furnishing regular and special diets to all Inmates at the Detention Facility. The food service company has developed a special diets manual approved by a licensed dietitian. Costs for special diets will be pre-established by that contract and should be prescribed under that contract without additional cost to the Company. The staff physician, except for religious diets, approves all special diets. Special diets are prepared and served to Inmates according to the orders of the staff physician. Prescriptions for special diets should be specific and complete, furnished in writing to the food service manager, and rewritten at least quarterly. Special diets

should be kept as simple as possible and should conform as closely as possible to the foods served other Inmates. Pregnant women are only given prescribed meals if necessary.

SS-4 IN SERVICE TRAINING

The Company will be required to conduct necessary in-service training for ALL contract health services staff and the D & E staff as the training applies. The training program will include, but not be limited to the following:

(i) Twenty-five percent of time of the Nurse Educator will be dedicated to the education of the D&E staff. Provide annual suicide prevention education for correction officers and mental health education;

(ii) For in-staff orientation, a minimum of 4 hours of Detention Center training be provided ;

(iii) Each contracted employee must receive forty (40) hours of pertinent (per ACA Standard 4 ALDF- 7B – 08) training/education annually; and

(iv) Proof of Certifications or CEUs must be on file; or

(v) Proof of in-house training with a copy of a sign-in sheet, Curriculum, and Subject is provided.

(vi) The Company will mandate attendance at in-service training for all medical staff and personnel on basic jail security classes. The Company will give new hires City approved security orientation before they are assigned to duty. New employees, "...who have regular or daily Inmate contact during their first year of employment. Forty hours (must) be completed prior to being independently assigned. An additional 40 hours of training is provided each subsequent year of employment. At a minimum this training covers the areas..." as noted in ACA Standard 4-ALDF-7B-08.

SS-5 RECORDS

(a) The Company will be responsible for the creation, retention and safeguarding of all medical records of any individual Inmate at the Detention Facility. All Inmates will be seen by a healthcare professional and will have a medical record which is kept up to date at all times, and which complies with a problem-oriented medical record format and standards. All handwritten progress notes must be legible. The record will accompany the Inmate at all health encounters, and a summary of the record will be forwarded to the appropriate facility in the event of a transfer. All procedures concerning the confidentiality of the medical record must be followed. In addition, the medical record will be integrated as to medical, dental, and mental health care delivered. Medical records will be maintained in compliance with NCCHC standards.

(b) All individual Inmate medical records will be maintained separately from the individual Inmate confinement records. Under no circumstances will the Company allow any Inmate access to any medical record, unless Inmate is no longer in custody and the request is made in writing. All medical, dental and mental health records will remain the property of the City.

(c) The City will accept the standard medical forms as supplied by the Company if the forms comply with all correctional and medical standards in effect at time of proposal award. All records will be retained as required by the Nevada Revised Statutes and Nevada Administrative Code.

(d) The Company is to utilize the City's jail management system, Offendertrak, in conjunction with their electronic medical record keeping system, including data necessary for NCCHC, ACA and internal performance reports.

(e) Upon termination or expiration of the contract Company will provide a complete SQL Server data dump of all records and field to allow the City to merge into a new system at no cost to the City.

SS-6 POLICY AND PROCEDURES

(a) The Company will establish and maintain health care site-specific policies and procedures on an annual basis, or as needed within thirty (30) days after Contract Award Date. The Company will deliver a Medical Policy and Procedures Manual to the City printed and electronically; said Manual will be in compliance with current NCCHC standards, and will include samples of all forms used. As part of the Manual, the Company will have medical emergency policies and procedures.

(b) The Company will provide a quarterly update of site specific policies and procedures.

SS-7 MANAGEMENT INFORMATION SYSTEM

The Company will implement and maintain a system for the collection and analysis of trends in the utilization of health care services. This will include a monthly reporting of services provided by category.

SS-8 PRELIMINARY HEALTH EVALUATION

(a) The Company will perform a preliminary health evaluation on ALL new Inmate admissions as Inmates arrive at the Detention Facility as requested by correctional supervisory personnel. As part of the receiving screening (NCCHC)/Intake Medical screen (ACA), provide a comprehensive mental health evaluation upon booking of Inmates. A RN will conduct the screening.

(b) The preliminary health evaluation must be accomplished BEFORE the Inmate is allowed to enter a Detention Facility's general population.

(c) History and Physicals (ACA)/Health Appraisal (NCCHC) must be completed within fourteen (14) days of booking. In such instances, the Company must document these conditions and verbally and immediately notify the intake/booking Sergeant and the Contract Manger. If on a weekend or after 1700 (5:00 p.m.) weekdays, contact would be the Lieutenant on duty and if not available, contact the Administrative Officer of the Day. This live verbal notification must be followed up with written notification.

SS-9 MINIMUM REQUIREMENTS FOR PRELIMINARY HEALTH EVALUATION

(a) The Company will obtain the following information to be permanently recorded on an approved form that will be included in the individual Inmate's health record.

(i) Written description of any current illness and/or health problems. This must include chronic health conditions, any medications being currently ingested and frequency; any allergic reactions and all special medical and/or health requirements, history of mental illness, dental problems, mental health problems or possibility of pregnancy.

(ii) Observations concerning behavior, state of consciousness, mental status, status of alcohol or drug influence. Notation of past or present hospitalization for mental disturbances or suicide, and suicidal ideation.

(iii) Complete notation of any physical deformities, trauma markings, bruises, lesions, mobility and vitals.

(iv) Overall condition of Inmate's skin and body orifices including any infestations.

(v) A classification system that will comprehensively identify that Inmate's health service needs and housing Requirements.

(vi) Administration of PPD and VDRL testing procedures during initial screening process as required by the Detention Policy and Procedures manual.

(b) Based on all factors observed or tested under 1 through 6 above, the Company must determine and complete any emergency health treatment or additionally required health services. A comprehensive health assessment will be provided within seventy-two (72) hours of arrival for any Inmate with a significant health history of physical or mental illness or infectious disease identified at the time of the preliminary screening. A qualified RN medical professional will perform such assessment.

(c) All preliminary health examinations and evaluations will be conducted at a Detention Facility.

SS-10 MINIMUM REQUIREMENTS FOR A COMPREHENSIVE HEALTH EVALUATION

(a) The Company will perform a comprehensive health evaluation on every Inmate within fourteen (14) calendar days after the Inmate's arrival at the Detention Facility, and will document the results of that evaluation on an approved form that will be included in the individual Inmate's permanent health record.

(b) The Health Services Administrator, Nursing Director and/or responsible physician will perform an in-depth review of the original preliminary health evaluation.

(c) Company staff will gather additional data as required to complete a standard comprehensive health history profile, review of symptoms, and will conduct a physical examination.

(d) Company staff will record any additional laboratory testing as directed by the physician for any particular medical or mental reason.

(e) Company staff will record the height, weight, pulse, blood pressure and temperature of the Inmate.

(f) For any female Inmate, Company staff will note the following information, and will conduct a pelvic and breast examination, if deemed medically necessary:

(i) Menstrual cycle;

(ii) Unusual bleeding;

(iii) Current use of a contraceptive medication;

(iv) Presence of an I.U.D.;

(v) Breast masses;

(vi) Nipple discharge, and

(vii) Pregnancy.

(g) A mental health evaluation will be performed by a qualified mental health professional. At a minimum, the mental health nurse must be an RN. Appropriate care, treatment and follow-up will be provided.

(h) Screening tests for tuberculosis, venereal disease and other tests, as well as urinalysis will be performed, as clinically indicated, or as directed by applicable local, state, and federal statutes.

(i) The Company will provide for all necessary follow-up for any health problem identified by the physical examination and/or any test. A physician will review this follow-up for appropriate disposition and plan of care.

SS-11 BLOOD DRAWS

At the request of the City or of arresting agencies, the medical staff will perform blood draws from Inmates. The Company will provide community standards of proper handling, supervision, documentation, tracking and storage of blood draws for medical and DUI requirements.

SS-12 LABORATORY SERVICES

The Company will be responsible for furnishing all necessary laboratory services, as required by a physician, and as may be necessitated by discovery during the comprehensive health evaluation. Only a physician may authorize services needed under this requirement. All reports must be HIPAA compliant.

SS-13 PHARMACEUTICAL SERVICES

(a) The Company will be responsible for furnishing complete pharmaceutical needs, without a financial cap, as required by a physician and as may be necessitated by discovery during the health evaluation.

(b) Only a physician may authorize pharmaceutical needs.

(c) The Company will comply with, and be required to maintain all necessary records as required by, the Nevada Revised Statutes.

(d) The Company will provide for:

(i) On-site dispensing of over-the-counter medications as well as prescribed medications.

(ii) All prescription medication must be controlled, dispensed and documented by licensed medical personnel.

(iii) All controlled substances, syringes, needles, dispensing instruments and surgical instruments will be stored under secured conditions. Access to the secured area will be controlled by and limited to the Company.

SS-14 DENTAL SERVICES

(a) The Company will provide on-site dental services for the entire Inmate population. The program will provide for basic dental services including extractions, temporary fillings, treatment of infections, relief of pain, and ability to masticate food.

(b) A dental screening and hygiene services examination will be conducted as part of the History and Physical on each Inmate within fourteen (14) days of admission.

(c) The dental screening examination will include on an approved form, the charting of decayed, missing and filled teeth. The screening will take into consideration the identification of future dental problems and a dental history.

(d) Dental examinations, performed by a dentist, will be performed within seven (7) calendar days of the History and Physical, as clinically indicated, for any Inmate presenting with significant dental conditions during the dental screening. Dental examinations will be performed within 3 months of admission and on an annual basis for any Inmate sentenced for more than twelve (12) months who does not present with significant dental conditions during screening.

(e) Treatment for any Inmate will include:

(i) Incision and drainage;

(ii) Control of bleeding;

(iii) Necessary emergency surgery;

(iv) Extractions; and

(v) Dental hygiene.

(f) Cosmetic dental services will not be performed.

SS-15 VISION SERVICES

The Company will conduct a vision screening examination on each Inmate within fourteen (14) calendar days of admission. At the conclusion of the examination, the Company will document the status of the Inmate's vision on an approved form.

SS-16 HEARING SERVICES

The Company will provide hearing services, if required, on the following basis:

(a) An audio screening examination when indicated on each sentenced Inmate within fourteen (14) calendar days of admission.

(b) Treatment for any Inmate will include:

(i) Treatment as prescribed, and

(ii) Hearing devices as prescribed.

At the conclusion of the examination, the Company will document the status of the Inmate's hearing on an approved form

SS-17 DISCHARGE PLANNING

(a) The Company will provide a discharge planning program to be conducted at the Facilities for detoxification of drug and alcohol addicted Inmates. If emergent conditions require otherwise, then the Company will provide hospitalization. The Company will provide one (1) full-time equivalent clinical social worker with a master's degree to assist in development/implementation of discharge planning of chronic inebriate and homeless Inmates.

(b) The structuring and staffing of the program(s) are the direct responsibility of the Company.

(c) Medical will participate in programs specifically designed for the chronic inebriate.

SS-18 SICK CALL SERVICES

The Company will provide for Inmate sick call services on the following basis:

(a) Nurse triage and treatment of Inmate sick call requests under nursing assessment protocols by the Health Services Administrator/physician will be provided on a DAILY basis.

(b) A physician will provide sick call services a minimum of 5 days per week to be conducted in accordance with the standards of the American Correction Association, and NCCHC based on Inmate population.

(c) Subject to the recommendations of the physician, nurse, or that of the correctional staff, any Inmate not capable of attending sick call will be provided sick call and triage services in the Inmate's cell.

(d) Licensed registered nursing personnel will be stationed at the Detention Facility, twenty-four (24) hours a day, seven (7) days a week, holidays included. The remaining medical staff at the Detention Facility may be licensed practical nurses, medical technicians or other personnel deemed by the Company as medically trained and competent to provide the necessary services with concurrence of the City.

(e) As determined by the responsible physician or dentist, medical and dental prostheses will be provided when the health of the Inmate would otherwise be adversely affected.

SS-19 MEDICAL CLEARANCE FOR WORK PROGRAMS

The Company will coordinate with Inmate work programs to provide medical clearances for Inmate workers within 24 hours of request. The Company will provide all screenings and immunization to Inmate workers, as required by the Southern Nevada Health District.

SS-20 CONTINUOUS QUALITY IMPROVEMENT PROGRAM

The Company will institute and maintain a Continuous Quality Improvement program. A committee will be responsible for developing, recommending, and implementing all policies and procedures as necessary for the operation of the health and medical program at each Facility. The committee will review all Inmate utilization data on a monthly basis. The objective of the committee is to ensure that quality cost effective health care services are available to all Inmates.

SS-21 SPECIAL MEDICAL PROGRAM

For Inmates with special medical conditions or needs requiring close medical supervision, including chronic and convalescent care, a written individualized treatment plan will be developed by the responsible physician or HSA. The plan will include directions to health care and other personnel regarding their roles in the care and supervision of the Inmate.

SS-22 INFECTIOUS/COMMUNICABLE DISEASE TRAINING, TESTING, IMMUNIZATIONS

The Company will arrange, provide and pay for infectious/communicable disease training, testing, immunizations, and counseling, to include Hepatitis B and Tuberculosis testing, for Company healthcare staff providing services under this Contract. The Company will participate in all follow up for communicable disease management with the Southern Nevada Health District, State, and Federal agencies as required by regulation and statute.

SS-23 INFECTIOUS WASTE MANAGEMENT

The Company will be responsible for disposal of infectious waste generated by the Medical Department.

SS-24 DURABLE MEDICAL/DENTAL EQUIPMENT

(a) The Company is expected to use and maintain the equipment currently available in the Detention Facility. The Company is expected to purchase and maintain any other equipment required for performance of services, at its own account and expense. The Company is responsible for providing equipment that operates in good working condition and for ensuring that it operates safely The Company will be responsible for the repair and replacement of equipment/parts that damaged, broken or renders the equipment to be inoperable or unsafe. . The Company will maintain all medical and dental equipment to meet Community standards and in compliance with local, state and federal guidelines and regulations, as well as ACA and NCCHC standards. The Company will conduct periodic inspections per Manufacturer's recommendations. The Company retains title to any equipment it purchases, and will remove all Company equipment upon Contract completion or termination.

(b) The Company will provide the following items:

(i) Mobile X-Ray and/or on-site Digital X-Ray

(ii) On-Site EKG service

(iii) At least 3 working wheelchairs at the City facilities

(iv) Dental equipment and supplies to set up the on-site dental office

(v) 2 working golf carts

(vi) All CPR equipment and medication carts, exception being AEDs

(vii) Locked examination cabinets in all exam rooms

(viii) All daily care medical products and office supplies

(c) The City will provide the examination tables.

(d) The City will not be liable for loss of or damage to equipment and supplies belonging to the Company, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of the City or its employees.

SS-25 MINIMUM NURSING EXPERIENCE REQUIREMENT

Nurses, RN and LPNs must possess one year of work experience in an acute care facility in the United States of America. The City reserves the right to remove medical personnel should their quality of care not be considered to meet community standards.

SS-26 PHYSICIAN QUALIFICATION REQUIREMENTS

All physicians will be licensed to practice medicine in the State of Nevada. It is preferred that physicians attended medical schools in the United States of America. The City reserves the right to review and approve physicians that attended medical schools outside the United States of America.

ATTACHMENT 3
INTERGOVERNMENTAL SERVICE AGREEMENT
(IGA No. 48-99-084, page 3)

Department of Justice
United States Marshals Service

Intergovernmental Service Agreement Schedule	IGA No. 48-99-0084	Page No. 3 of 10

ARTICLE III – MEDICAL SERVICES

1. The Local Government agrees to provide federal prisoners with the same level of medical care and services provided to local prisoners, including the transportation and security for prisoners requiring removal from the facility for emergency medical services. All costs associated with hospital or health care services provided outside the facility will be paid directly by the Federal Government. In the event the Local Government has a contract with a medical facility/physician or receives discounted rates, the federal prisoners will be charged the same rate as local prisoners.

2. The Local Government agrees to notify the United States Marshal (USM) as soon as possible of all emergency medical cases requiring removal of a prisoner from the facility and to obtain prior authorization for removal for all other medical services required.

3. When a federal prisoner is being transferred via the USMS airlift, he/she will be provided with three (3) to seven (7) days of prescription medication which will be dispensed from the detention facility. When possible, generic medications should be prescribed.

4. Medical records must travel with the federal prisoner. If the records are maintained at a medical contractor's facility, it is the detention facility's responsibility to obtain them before a federal prisoner is moved.

5. Federal prisoners will not be charged and are not required to pay their own medical expenses. These expenses will be paid by the Federal Government.

6. The Local Government agrees to notify the USM as soon as possible when a federal prisoner is involved in an escape, attempted escape, or conspiracy to escape from the facility.

ARTICLE IV – RECEIVING AND DISCHARGE

1. The Local Government agrees to accept as federal prisoners those persons committed by federal law enforcement officers for violations of federal laws only upon presentation by the officer of proper law enforcement credentials.

2. The Local Government agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e., DEA, INS, etc.) or to a Deputy USM. Those prisoners who are remanded to custody by a USM may only be released to a USM or an agent specified by the USM of the Judicial District.

Form USM-241B (Rev.7/92

MINIMUM MEDICAL STAFFING REQUIREMENTS BY FTE

Correct Care Solutions									
City of Las Vegas								ADP: 800-1100	
POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/WK	FTE
DAY SHIFT									
H.S.A.	10	10	10	10				40	1.00
Director of Nursing	8	8	8	8	8			40	1.00
Medical Director	8	8	8	6				30	0.75
Mid-Level Provider				10	10	10	10	40	1.00
Dentist	6			6				12	0.30
Dental Assistant	6			6				12	0.30
RN-Charge	12	12	12	12	12	12	12	84	2.10
RN-Booking	36	36	36	36	36	36	36	252	6.30
RN-Kite Nurse	10	10	10	10	10	10	10	70	1.75
RN-H&P's	10	10	10	10	10	10	10	70	1.75
RN-Nurse Educator	8	8	8	8	8			40	1.00
LPN-Pill Call	36	36	36	36	36	36	36	252	6.30
LPN-Sick Call	8	8	8	8	8			40	1.00
Medical Assistant	8	8	8	8	8	8	8	56	1.40
Administrative Assistant	8	8	8	8	8			40	1.00
Medical Records	10	10	20	10	10	10	10	80	2.00
Medical Records (Pharmacy Clerk)	8	8	8	8	8			40	1.00
Psychiatrist	6	6	4	6	6	6	6	40	1.00
Psychologist / MH Director	8	8	8	8	8			40	1.00
MSW - Discharge Planner	8	8	8	8	8			40	1.00
RN - Mental Health	12	12	12	12	12	12	12	84	2.10
Prescreening RN	12	12	12	12	12	12	12	84	2.10
TOTAL HOURS/FTE-Day								*1486*	*37.15*
NIGHT SHIFT									
RN - Booking	36	36	36	36	36	36	36	252	6.30
RN - Charge	12	12	12	12	12	12	12	84	2.10
LPN - Pill Call	36	36	36	36	36	36	36	252	6.30
RN - Mental Health	12	12	12	12	12	12	12	84	2.10
Prescreening RN	12	12	12	12	12	12	12	84	2.10
TOTAL HOURS/FTE-Night								756	18.90
Medical TOTAL								*2,242*	*56.05*

MINIMUM MEDICAL STAFFING REQUIREMENTS BY FTE- WITH ISOLATION UNIT IN YEAR TWO

In the Second Contract Year, upon opening of the 80-cell isolation unit, CCS will add 4.20 FTEs of Mental Health RN time for 24/7 coverage in the unit. These staff members will be responsible for sick call, medication pass, and rounds within the unit, and will be available for quick response to any patient in crisis.

CCS Base Proposed Staffing – Year Two									
Day Shift									
Position	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**	**Sun**	**Hrs/Wk**	**FTE**
Health Services Administrator	10	10	10	10				40	1.00
Director of Nursing	8	8	8	8	8			40	1.00
Medical Director*	6	6	6	6	6			30	0.75
Mid-Level Provider		6	5	5		12	12	40	1.00
Dentist	6			6				12	0.30
Dental Assistant	6			6				12	0.30
RN – Charge	12	12	12	12	12	12	12	84	2.10
RN – Booking	36	36	36	36	36	36	36	252	6.30
RN – Kite Nurse	10	10	10	10	10	10	10	70	1.75
RN – H&Ps	10	10	10	10	10	10	10	70	1.75
RN – Nurse Educator	8	8	8	8	8			40	1.00
LPN – Pill Call	36	36	36	36	36	36	36	252	6.30
LPN – Sick Call	8	8	8	8	8			40	1.00
Medical Assistant	8	8	8	8	8	8	8	56	1.40
Administrative Assistant	8	8	8	8	8			40	1.00
Medical Records Clerk	20	20	30	30	20	20	20	160	4.00
Pharmacy Clerk (LPN)	8	8	8	8	8			40	1.00
Psychiatrist*	6	6	4	6	6	6	6	40	1.00
Psychologist/MH Director	8	8	8	8	8			40	1.00
Discharge Planner (MSW)	8	8	8	8	8			40	1.00
RN – Mental Health	24	24	24	24	24	24	24	168	4.20
Prescreening RN	12	12	12	12	12	12	12	84	2.10
Total Hours/FTE – Day								1650	41.25
Night Shift									
Position	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**	**Sun**	**Hrs/Wk**	**FTE**
RN – Booking	36	36	36	36	36	36	36	252	6.30
RN – Charge	12	12	12	12	12	12	12	84	2.10
LPN – Pill Call	36	36	36	36	36	36	36	252	6.30
RN – Mental Health	24	24	24	24	24	24	24	168	4.20
Prescreening RN	12	12	12	12	12	12	12	84	2.10
Total Hours/FTE – Night								840	21.00
Weekly Total									
Total Hours/FTE per week								2490	62.25

**May substitute one hour of physician time for two hours of mid-level practitioner time, or two hours of mid-level practitioner time for one hour of physician time, as necessary and with client approval.*

ATTACHMENT 5
PERFORMANCE BOND

BOND NUMBER_____

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED BY THE STATE OF NEVADA PURSUANT TO NRS 683A.090 AND EXECUTED BY AN APPOINTED AGENT LICENSED PURSUANT TO NRS 683A.280. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE

WHEREAS the _____ (the "Company") has entered into the contract with the City of Las Vegas, Nevada (the "City") identified as Inmate Medical Service Contract 080218-DK to perform the services more fully described therein (the "Contract");

WHEREAS, the Contract requires the submission of a bond ensuring the performance of the obligations set forth therein by the Company.

KNOW ALL MEN BY THESE PRESENTS that we, the Company and Surety named below, are held and firmly bound unto the City in the penal sum of (Amount) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that if the Company will (i) perform the obligations pursuant to the terms, conditions and covenants required in the Contract within the time and in the manner therein specified, (ii) defend and indemnify and hold the City harmless from and against any and all claims, demands or other liabilities arising out of the performance of the Company, and (iii) comply with the guarantees required in the Contract, then this obligation will become null and void, otherwise it will remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, if requested to do so by the City, to perform and fully complete the services mentioned and described in the Contract pursuant to the terms, conditions and covenants thereof and if for any cause, the Company fails or neglects to so perform and fully complete such service, the Surety further agrees to commence completion of the services within twenty (20) days after notice thereof from the City.

No change or alternation of the service, extensions of time or other modifications of the Contract will release or exonerate any Surety of the obligations under this bond. It is expressly agreed and understood that this bond is made and executed contemporaneously with the Contract above mentioned, and in consideration of the covenants and agreements therein made and entered into on the part of the City, and that the due execution and delivery hereof is a condition precedent to any liability on the part of the City on the Contract.

IN WITNESS WHEREOF **this instrument has been executed this _____ day of _____, 20___.**

SIGNED this ____ day of _____, 20___

Countersigned resident agent in Nevada.
Pursuant to Nevada Revised Statute 680a.300:

_____
(Resident Agent)

_____
(State of Nevada, License Number)

_____
(Appointed Agent Name)

By: _____
(Signature)

Address: _____

Telephone: _____

COMPANY: _____

_____
(Authorized Representative and Title)

By: _____
(Signature to be notarized)

Surety: _____

_____
(State of Nevada, License Number)

_____
(Appointed Agent Name)

By: _____
(Signature to be notarized)

Address: _____

Telephone: _____

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a Fourth Amendment to Memorandum of Understanding between the City of Las Vegas and the Andre Agassi Charitable Foundation to utilize the Doolittle Community Center located at 1950 J Street for conducting various recreational and educational programs for the benefit of the children attending the Andre Agassi College Preparatory Academy - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:

The Andre Agassi Charitable Foundation owns and operates the Andre Agassi College Preparatory Academy (AACPA). AACPA utilizes the premises located at the Doolittle Community Center pursuant to the terms of the MOU. The MOU is being amended to include additional amenities due to the remodel of Kianga Isoke Palacio Park located at the Doolittle Community Center.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Fourth Amendment to Memorandum of Understanding

FOURTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF LAS VEGAS AND ANDRE AGASSI CHARITABLE FOUNDATION

This Fourth Amendment to Memorandum of Understanding ("Fourth Amendment") is entered into this _____ day of _____, 2015 ("Effective Date"), by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("City") and the Andre Agassi Charitable Foundation, an Ohio corporation ("Foundation").

RECITALS

WHEREAS, this Fourth Amendment is made pursuant to, and is subject to, the terms and conditions of the Memorandum of Understanding ("MOU") dated October 5, 2005, First Amendment to MOU dated October 17, 2007 ("First Amendment"), Second Amendment to MOU dated September 16, 2009 ("Second Amendment") and Third Amendment to MOU dated November 6, 2013 between the City and the Foundation; and

WHEREAS, the City and Foundation mutually desire to amend the MOU subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledges, City and Foundation agree to amend the MOU as follows:

AGREEMENT

1. Section 2-Premises of the MOU shall be deleted in its entirety and replaced with the following:

The Doolittle Premises shall mean and include: the auxiliary gym, locker room, classrooms, swimming pool, weight room, dance studio, multipurpose room, game room, outdoor fields, jogging/walking track, picnic pavilions, open field area, and playground/splash pad. The AACPA premises shall mean and include: the stage area and the gymnasium and stage area located at AACPA.

2. Section 7-Use of Premises of the MOU shall be deleted in its entirety and replaced with the following:

Foundation shall use the Doolittle Premises for the purposes of conducting various recreational and educational programs for the benefit of the children attending AACPA. City shall use the AACPA Premises for the purpose of conducting various not-for-profit recreational programs for the benefit of the participating children at Doolittle.

Each of the shared or requested facilities must be accompanied with the required documents and approvals which include and may not be limited to the following: field use permits, contacting the Municipal Sports Unit (702) 229-1642.

3. The parties represent and acknowledge that as of the date of this Fourth Amendment, neither party (i) is in default under the terms of the MOU; (ii) has any defense, set off or counterclaim to the enforcement by the other party of the terms of the MOU; and (iii) is aware of any action or inaction by either party that would constitute an Event of Default by the other party under the MOU.

4. In the event of a conflict between any provision of the MOU, First Amendment to MOU and Second Amendment to MOU and Third Amendment to MOU, this Fourth Amendment shall control.

5. All capitalized terms not otherwise defined in this Fourth Amendment shall have the meaning ascribed to them in the MOU.

6. In all other respects, the MOU is hereby ratified and confirmed, in full.

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

[*Left Blank Intentionally and Signatures on Next Page*]

FOURTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF LAS VEGAS AND ANDRE AGASSI CHARITABLE FOUNDATION

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment on the date set forth above.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

By: _____
LuAnn D. Holmes, MMC, Acting City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 3/24/15
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

ANDRE AGASSI CHARITABLE FOUNDATION

By: _____

Name: STEVE MILLER

Title: CEO

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Real Property Purchase Contract and Ground Lease Agreement between the City of Las Vegas and Volunteers in Medicine of Southern Nevada, Inc. for the real property located at 1240 North Martin Luther King Boulevard ($400,000 - Community Development Block Grant Funds) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $400,000
Funding Source: Community Development Block Grant Funds
Dept./Division: Operations and Maintenance/Real Estate

PURPOSE/BACKGROUND:
On May 20, 2014, City Council approved the CIP budget which included $400,000 in Community Development Block Grant (CDBG) funding to Volunteers in Medicine of Southern Nevada (VMSN) for the purchase of the property located at 1240 North Martin Luther King Boulevard. The City will then ground lease the parcel to VMSN for $1 per year. VMSN will complete construction of a 12,000 square foot medical facility on the property. VMSN provides access to health care for low and moderate income participants that do not otherwise have affordable access to medical care. VMSN will provide medical, dental and vision care along with diagnostic testing and medications to participants.

RECOMMENDATION:
Approval. If approved, the City's Real Estate Administrator is hereby authorized to execute any documents, as approved as to form by the City Attorney, related to the acquisition of the real property.

BACKUP DOCUMENTATION:
Real Property Purchase Contract

REAL PROPERTY PURCHASE CONTRACT

THIS REAL PROPERTY PURCHASE CONTRACT ("Contract") is entered into this ____ day of _____, 2015 ("Effective Date"), by and between the city of Las Vegas, a municipal corporation of the State of Nevada ("Buyer" or "City"), and VMSN , Inc., a Nevada non-profit corporation ("Seller" or "VMSN"). The Buyer and Seller may be referred to singularly as "Party" or collectively as "Parties."

RECITALS

WHEREAS, Seller is the fee title owner of that certain real property, Assessor's Parcel Number ("APN") 139-28-601-006 commonly known as 1240 North Martin Luther King Boulevard, City of Las Vegas, Clark County, Nevada ("Property"), and depicted and legally described on Exhibit "A" ("Property");

WHEREAS, City, as the recipient of CDBG funds from HUD pursuant to the Grant Contract, is responsible for selecting those projects or programs which it has determined will meet one or more of the National Objectives defined in 24 CFR 570.208, and which are eligible for funding under the CDBG Program;

WHEREAS, VMSN has submitted a request to City for funding under the CDBG Program for Seller's non-profit activities;

WHEREAS, after reviewing the request, City has determined that the Project qualifies for funding under the CDBG Program because it will be used to meet one or more of the three broad National Objectives defined in 24 CFR 570.208;

WHEREAS, City, using CDGB funds, desires to purchase the Property;

WHEREAS, concurrent with Closing (as defined in Section 3.1) City has agreed to lease to Seller the Property pursuant to a Ground Lease Agreement ("Ground Lease"), in the form attached hereto as Exhibit "B" and

WHEREAS, the Las Vegas City Council has considered the City of Las Vegas expenditure authorized by this Contract and the direct consideration that the City will receive and finds that there is a clear public purpose for the City's expenditure and that the City will receive direct consideration substantially equal to its expenditure.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

ARTICLE 1
AGREEMENT

1.1. Purchase and Sale Contract. For the consideration hereinafter set forth, and subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to convey, and Buyer hereby agrees to purchase and acquire the Property. This Contract shall be effective on the date that it is signed by both parties hereto, with the Buyer not signing until approved by the Las Vegas City Council (the "Effective Date").

1.2. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property is Four Hundred Thousand Dollars and 00/100 ($400,000.00) which represents the fair market value of the

Property as set forth in the appraisal of the Property dated August 5, 2014 prepared by Glen J. Rigdon of Horizon Village Realty Appraisal ("Appraisal"), together with any adjustments, costs, credits and/or prorations set forth in this Contract ("Purchase Price"), payable in lawful money of the United States of America. The Parties hereby acknowledge and agree that they have reviewed and approved the Appraisal.

ARTICLE 2
ESCROW

2.1. Escrow Holder. Within two (2) business days after the Effective Date, the Buyer will open an escrow ("Escrow") with Chicago Title of Nevada, Inc. (the "Title Company"), located at 9075 West Diablo Drive, Suite 100, Las Vegas, NV 89148, Telephone (702) 836-8000), Attn: Jennifer Reinink, jennifer.reinink@ctt.com, ("Escrow Officer"), for the purpose of consummating the purchase and sale of the Property in accordance with the terms hereof.

2.2. Contingencies. Buyer's obligation to purchase the Property and Seller's obligation to sell the Property is subject to the satisfaction or waiver of the conditions and contingencies described herein ("Contingencies") no later than sixty (60) calendar days of the Effective Date ("Contingency Period").

A. Title. Promptly after opening Escrow, Buyer shall obtain, at Buyer's expense, a commitment for an owner's policy of title insurance issued by the Title Company with respect to the Property (the "Title Commitment"). The Title Commitment shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (i) those created by Buyer; (ii) those specifically set forth in this Contract; (iii) zoning ordinances; and (iv) covenants, restrictions, conditions and easements of record. If title to all or part of the Property is unmarketable, as determined by Nevada law with reference to the accepted community Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those anticipated and contemplated by this Contract, Buyer shall have the right to object to such conditions within fourteen (14) calendar days of Buyer's receipt of the Title Commitment. If Buyer so objects, and Seller fails to remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain Title Company's commitment to issuance at Closing an endorsement therefor within the Contingency Period, Buyer shall have the option to terminate this Contract by delivering written notice thereof to Seller. At the Close of Escrow, Seller shall sign an affidavit with respect to off-record title matters as required by the Title Company and Buyer. The issuance of a title insurance policy pursuant to the Title Commitment (the "Title Policy") is a condition precedent to the Buyer's obligation to proceed to Close of Escrow under this Contract. The Title Policy shall be in a form reasonably acceptable to Buyer and in the amount of the Purchase Price, showing title to the Property vested of record in Buyer in fee simple, subject only to any matters approved or waived by Buyer, any matters shown on the Survey, if any, and not objected to by Buyer and any other matters that Buyer has approved in writing. Seller and Buyer acknowledges that Seller has commenced work on the Property, and that such work may be reflected in the Title Policy. Seller and Buyer further acknowledge that pursuant to the Ground Lease, Seller will be obligated to pay for any and all work performed on the Property, whether occurring prior to or after Close of Escrow.

B. Survey. During the Contingency Period, Buyer shall have the right to obtain, at Buyer's cost and expense, a survey of the Property, together with certification of the surveyor as may reasonably be required by Buyer (the "Survey"). The Survey shall satisfy, if required by Buyer, the most recent "Minimum Standard Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and ACSM, and shall meet the accuracy requirements of a Class A Survey as defined therein. Notwithstanding anything to the contrary herein, the receipt of a Survey by Buyer shall not be a condition precedent to the Closing or of Buyer's obligations of performance under this Contract.

C. Survey Notice. If the Survey reveals any exceptions to title or any matters affecting the Property to which Buyer objects ("Survey Exceptions"), Buyer shall notify Seller of such Survey Exceptions not later than fifteen (15) calendar days prior to the expiration of the Contingency Period (the "Survey Notice"). If, within the Contingency Period: (1) Seller fails to cure any Survey Exceptions referenced in the Survey Notice, or (2) Seller notifies Buyer of Seller's inability or unwillingness to cure such Survey Exceptions referenced in the Survey Notice (collectively, Seller's "Survey Notice Rejection", Buyer shall have the option to terminate this Contract by delivering written notice thereof to Seller within five (5) calendar days following the expiration of the Contingency Period, or waive such Survey Exceptions and proceed to Closing.

D. Environmental Conditions. Buyer shall have the right, and Seller shall provide Buyer access to the Property reasonably necessary, to obtain environmental reports regarding the soils, ground water, topography, geology and other conditions of the Property, together with reliance letters of the preparers of such reports as may be required by Buyer ("Environmental Reports"). If the Environmental Reports reveal any environmental matters adversely affecting the Property to which Buyer objects (the "Environmental Conditions"), Buyer shall notify Seller of such Environmental Conditions not later than fifteen (15) calendar days prior to the expiration of the Contingency Period (the "Environmental Notice"). If, within the Contingency Period: (1) Seller fails to cure any Environmental Conditions referenced in the Environmental Notice, or (2) Seller notifies Buyer of Seller's inability or unwillingness to cure such Environmental Conditions referenced in the Environmental Notice (collectively, Seller's "Environmental Notice Rejection", Buyer shall have the option to terminate this Contract by delivering written notice thereof to Seller within five (5) calendar days following the expiration of the Contingency Period, or waive such Environmental Conditions and proceed to Closing.

E. Inspection. Seller shall cooperate in making the Property reasonably available for inspection by Buyer. If Buyer is not, in good faith, satisfied with the condition of the Property as disclosed by any inspection thereof, Buyer may deliver to Seller a written request that the Seller remedy any unsatisfactory conditions. In the event that Buyer and Seller do not reach agreement regarding remedying the unsatisfactory conditions prior to the expiration of the Contingency Period, then Buyer shall have the right to terminate this Contract.

ARTICLE 3
CLOSE OF ESCROW

3.1. Closing. For purposes of this Agreement, the "Closing" shall be deemed to occur as of the date and time that the Grant Deed (defined in Section 3.3) is recorded in the Clark County Recorder's Office and the "Closing Date" or "Close of Escrow" shall be the day that the Closing occurs.

3.2 Closing Date. The Closing Date shall be no later than fifteen (15) days after the expiration of the Contingency Period. In addition to the satisfaction or waiver of the Contingencies, Buyer's obligations under this Contract are subject to and contingent upon the occurrence of the following on or before the date of Closing: (a) all of Seller's representations and warranties hereunder shall remain true and correct; (b) no moratorium, statute, order, regulation, ordinance or judgment of any court or governmental agency shall have been enacted, adopted, issued or initiated that would materially and adversely affect the Property or Buyer's use thereof as contemplated herein; and (c) the Parties shall have delivered all other documents and other deliveries listed hereof.

3.3. Documents and Delivery.

A. Seller's Documents. At least one (1) business day prior to the Closing Date, Seller shall deposit into Escrow:

(1). One (1) original duly executed, acknowledged and dated grant deed in a form suitable for recordation, conveying to Buyer fee simple title to the Property ("Grant Deed"), which shall be recorded in the Official Records of Clark County, Nevada on the Close of Escrow, in substantially the form attached hereto as Exhibit "C";

(2). One (1) originally executed State of Nevada Declaration of Value statement, to accompany the Grant Deed;

(3). One (1) original of an affidavit from Seller which satisfies the requirements of Section 1445 of the Internal Revenue Code, as amended, duly executed by Seller.

(4). One (1) counterpart signature on the joint escrow instructions between Buyer and Seller, which will be prepared by Escrow Agent consistent with the terms of this Contract ("Joint Escrow Instructions");

(5) One (1) original counterpart signature on the Ground Lease; and

(6). Such other instruments and documents as may be reasonably requested by the Title Company relating to Seller, to the Property and as otherwise required to transfer the Property to Buyer pursuant to the terms and conditions of this Contract.

B. Buyer's Documents. At least one (1) business day prior to the Closing Date, Buyer shall deposit into Escrow:

(1). One (1) counterpart signature of the Joint Escrow Instructions. ; and

(2). One (1) original counterpart execution on the State of Nevada Declaration of Value statement signed by Seller and referenced in Paragraph 4.2(a)(2) above;

(3). One (1) originally executed Certificate of Acceptance to be attached to the Grant Deed; and

(4). One (1) original counterpart signature on the Ground Lease

(5) Such other instruments and documents as may be reasonably requested by Escrow Holder as otherwise required to transfer the Property to Buyer pursuant to the terms and conditions of this Contract.

3.4 FUNDS. At least one (1) business day prior to the Close of Escrow, Buyer shall deposit (or cause the acquisition funding sources to deposit) into Escrow by wire transfer in an amount which shall equal the Purchase Price plus/minus any additional amounts necessary to cover costs, credits and/or prorations under this Contract. If amounts are sent by check rather than wire transfer the checks must clear at least one (1) business day prior to the Closing Date.

A. Prorations. The following items shall be prorated by the Escrow Agent as of the day of the Closing, with Seller chargeable for costs incurred through the Closing and Buyer chargeable for costs incurred from and after the Closing

(1). All real and personal property taxes based on the most recent property tax bills available, bonds, additional taxes, special assessments, rents, issues and profits from the Property, and such other matters as the parties shall instruct the Title Company prior to Closing Date.

(2). Any tax bills received by Buyer after the Close of Escrow relating to a period prior to the Close of Escrow shall be prorated between the parties as if said tax bills had been available as of the Close of Escrow. The provisions of this Article 3.3 shall survive the Close of Escrow.

B. Closing Costs. Buyer shall pay the following closing costs: (i) the escrow fee; (ii) all documentary tax, sales tax, or real property transfer tax, if applicable; and (iii) the premium for the Title Policy. All other fees and charges will be allocated according to custom of Clark County, Nevada, the county in which the Property is located. Each Party shall pay its own attorneys' fees and other expenses incurred by it in connection herewith.

3.5. Conditions to Closing. If any condition precedent set forth in this Article 3 is not satisfied or waived by the Party for whose primary benefit it exists upon the Close of Escrow, in addition to any rights and remedies of the parties set forth herein, said benefited party may terminate this Contract by written notice to the other party and the Parties shall have no further obligation to each other under this Contract except for Buyer's obligations which are expressly intended to survive.

A. Buyer's conditions.

(1). All instruments described in Article 3 have been delivered to the Title Company;

(2). Title Company is in a position and is prepared to issue to Buyer the Title Policy;

(3). All representations and warranties made by Seller in Article 5 below shall be true and correct in all material respects as of the Closing Date; and

(4). Seller shall have performed, observed and complied with all covenants, agreements and conditions required by this Contract to be performed, observed and/or complied with by Seller prior to, or as of, the Closing Date.

B. Seller's Conditions.

(1). All instruments described in Article 3 have been delivered to the Title Company;

(2). The Purchase Price has been delivered to the Title Company;

(3). All representations and warranties made by Buyer hereof below shall be true and correct in all material respects as of the Closing Date; and

(4). Buyer shall have performed, observed and complied with all covenants, agreements and conditions required by this Contract to be performed, observed and/or complied with by Buyer prior to, or as of, the Closing Date; and

3.6. Damage or Destruction of Property: Risk of loss to the real estate and appurtenances shall be borne by Seller until Close of Escrow provided that if certain Property covered by this Contract shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction with no abatement or reductions of the Purchase Price and be entitled to all insurance money, if any, payable to Seller under all policies covering the Property, or (b) rescind the Contract and thereby release all parties from liability hereunder, by giving written notice to Seller within fourteen (14) calendar days after Buyer has written notice of such damage or destruction. Failure by Buyer to so notify Seller in writing shall constitute an election to proceed with the transaction.

3.7. Possession. Subject to Seller's rights as Tenant under the Ground Lease, Seller shall deliver possession of the Property to Buyer as of the Close of Escrow.

ARTICLE 4
BUYER'S COVENANTS

4.1. Buyer's Covenants. Buyer hereby covenants as follows:

A. No Interference. Buyer shall not interfere with or hinder the operation of the Property prior to the delivery of possession thereof to Buyer at the Close of Escrow.

B Adequacy of Buyer's Inspection. Buyer agrees that it shall have had adequate access to the Property and shall have had the opportunity to conduct any and all inspections of the Property to its full and complete satisfaction, and if Buyer acquires the Property from Seller, Buyer acknowledges that it will be purchasing the Property with full knowledge of any and all conditions of the Property. Buyer acknowledges that it is fully capable of evaluating the Property's suitability for Buyer's intended use. Buyer agrees that (i) Buyer shall be solely responsible for determining the status and condition of the Property (including the environmental condition of the Property); (ii) Buyer is relying solely upon such inspections, examination, and evaluation of the Property by Buyer in purchasing the Property.

C. AS-IS. The Property is being sold and conveyed hereunder and Buyer agrees to accept the Property "AS IS," "WHERE IS" and "WITH ALL FAULTS" and subject to any condition which may exist, without any representation or warranty by Seller except as expressly set forth in Article 5 hereof.

Buyer acknowledges and agrees that, other than the representations and warranties set forth hereof, Seller makes no representations or warranties, express or implied, as to the Property or the transaction contemplated by this Contract. Buyer acknowledges and agrees that, other than the representations and warranties set forth hereof, no person acting on behalf of Seller is authorized to make (and by the execution hereof, Buyer hereby agrees that no person has made) any representation, agreement, statement, warranty, guaranty or promise regarding the Property, the Property Documents or the transaction contemplated herein, and no representation, warranty, agreement, statement, guaranty or promise, if any, made by any person acting on behalf of Seller which is not contained in Article 5 below shall be valid or binding upon Seller. Buyer hereby waives and relinquishes all rights and privileges arising out of, or with respect or in relation to, representations, warranties or covenants (other than the representation and warranties set forth in Article 5 hereof), whether express or implied, which may have been made or given, or which may be deemed to have been made or given, by Seller. Buyer hereby further acknowledges and agrees that warranties of merchantability and fitness for a particular purpose are excluded from the transaction contemplated hereby, as are any warranties arising from a course of dealing or usage of trade.

D. Release. Upon the close of escrow, other than with respect to a breach of an express representation of seller as set forth in article 5 hereof, buyer hereby agrees to assume all risks and liabilities related to the property (including as related to the physical/environmental condition of the property, and its value, fitness, use or zoning) whether direct or indirect, known or unknown, foreseen or unforeseen, which in any way and at any time relate to or arise from the property (including as related to the physical/environmental condition of the property, and its value, fitness, use or zoning). Except for a breach of the representations and warranties set forth in article 5, buyer hereby waives and releases seller, its officers, directors, shareholders, members, partners, principals, agents, attorneys, employees and subsidiaries, from any and all claims, judgments, liabilities, penalties, fines, costs, expenses, demands, losses or damages (including without limitation attorney fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, which in any way and at any time relate to or arise from the property(including the physical/environmental condition of the property, and its value, fitness, use or zoning).

Buyer's Initials: _____

E. Indemnity. Upon the close of escrow and subject to the limitations of nrs chapter 41, buyer agrees to indemnify, defend, protect and hold seller, its officers, directors, shareholders, members, partners, principals, agents, attorneys and subsidiaries harmless from any and all injuries, losses, liens, claims, judgments, liabilities, penalties, fines, costs, expenses, damages (including reasonable attorneys' fees and court costs) actually sustained by seller, its officers, directors, shareholders, principals, agents, attorneys, employees or subsidiaries which result from any claim, demand, liability, lien, right or cause of action made, instituted or brought at any time in connection with buyer's ownership of the property. Seller shall give buyer prompt written notice of any such claims to which buyer's indemnification obligation applies, and buyer thereafter shall have one hundred twenty (120) calendar days in which to pay, settle or compromise such claim or to notify seller in writing that buyer accepts the tender of such claim, at no expense or liability to seller. Seller shall have the right to participate, at its own cost and expense, in the defense of such claim. No such claim may be settled or compromised by buyer or seller without first obtaining written approval of the proposed settlement or compromise from buyer and seller, which approval shall not be unreasonably withheld, conditioned or delayed.

Notwithstanding anything set forth in the indemnification contained above, the indemnity by buyer of seller shall not cover liability of seller arising prior to the close of escrow.

Notwithstanding anything to the contrary set forth in this agreement, the provisions set forth in this article shall survive the close of escrow.

Buyer's Initials: _____

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

5.1. Seller's Representations and Warranties. Seller represents and warrants:

A. Power and Authority. Seller is duly organized and legally existing. The execution and delivery by Seller of, and Seller's performance under this Contract are within Seller's powers and have been duly authorized by all requisite action, and the person executing this Contract on behalf of Seller has the authority to do so.

B. Valid Contract. This Contract constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms, subject to laws applicable generally to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the right of contracting parties generally.

C. No Breach. Performance of this Contract by Seller will not result in a breach of, or constitute any default under any agreement or instrument to which Seller is a party, which breach or default will adversely affect Seller's ability to perform its obligations under this Contract.

D. Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 (i.e., Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

E. Environmental Matters. To the best of Seller's knowledge, the Property is not in violation of any Environmental Law (as defined below) and Seller has no knowledge of (i) the presence

on or about the Property of any Hazardous Materials (as defined below); (ii) any release or threatened release of any Hazardous Materials on or affecting the Property; or (iii) the existence of any underground storage tanks on or about the Property. Seller has received no notice of any investigation or proceeding by any governmental agency concerning the presence or alleged presence, release or threatened release of Hazardous Materials on the Property. The term "Environmental Law" includes any federal, state or local law, ordinance or regulation pertaining to health, industrial hygiene, waste disposal, or the environment, including, without limitation: the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the federal Superfund Amendments and Reauthorization Act of 1986, the federal Resource Conservation and Recovery Act of 1976, the federal Clean Air Act, the federal Water Pollution Control Act and federal Clean Air Act of 1977, the federal Insecticide, Fungicide and Rodenticide Act. the federal Pesticide Act of 1977, the federal Toxic Substances Control Act, the federal Safe Drinking Water Act, the federal Hazardous Materials Transportation Act, and any amendments thereto and regulations adopted and publications promulgated pursuant thereto. The term "Hazardous Materials" includes oil and petroleum products, asbestos, polychlorinated biphenyl, radon and urea formaldehyde, and any other materials classified as hazardous or toxic or as pollutants or contaminants under any Environmental Law.

If Seller has received or at any time does receive notice, knowledge or information as to the presence, alleged presence, release or threatened release of Hazardous Materials on or about the Property other than as previously disclosed by Seller to Buyer, Seller agrees to provide to Buyer all information and data as to such Hazardous Materials immediately upon receipt of same.

F. Bankruptcy. Seller (i) is not in receivership or dissolution; (ii) has not made any assignment for the benefit of creditors; (iii) has not admitted in writing its inability to pay its debts as they mature; (iv) has not been adjudicated a bankrupt; (v) has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the Federal Bankruptcy Law or any other similar law or statute of the United States or any state, or (vi) does not have any such petition described in (v) above filed against Seller.

If Buyer is aware that any of the representations contained in this Article are not true and correct as of the date hereof or at Close of Escrow, Buyer may, at its option, (i) waive such misrepresentations and close this transaction, or (ii) terminate this Contract by written notice thereof to Seller and to the Title Company, in which event the Parties shall have no further right or obligation hereunder except for Buyer's obligations which are expressly intended to survive. Buyer hereby acknowledges and agrees that, upon the Close of Escrow, any claim of Buyer that any representation of Seller herein is not true and correct shall be automatically waived in full by Buyer, provided the information or basis from which any such claim arises is known to Buyer on or prior to the Closing Date.

The representations of Seller set forth in this Article shall survive the Close of Escrow for a period of one (1) year. Any claim of Buyer based on an alleged breach or failure of any of Seller's representations of which Buyer had no knowledge as of the Closing Date or any other claim by Buyer against Seller in connection with this transaction shall be made within one (1) year following the Close of Escrow or shall automatically be null, void and of no force or effect whatsoever and Buyer's remedies for any such claim shall be limited to recovery of actual damages not to exceed Ten Thousand Dollars and 00/100 ($10,000.00). In the event the Close of Escrow occurs, Buyer hereby expressly waives, relinquishes and releases any right or remedy available to it at law, in equity or under this Contract to make a claim against Seller for damages that Buyer may incur, or to rescind this Contract and the transactions contemplated hereby, as the result of any of Seller's representations or warranties being untrue, inaccurate or incorrect if Buyer knew that such representation or warranty was untrue, inaccurate or incorrect at the time of the Close of Escrow and Buyer nevertheless closes hereunder. For purposes

hereof, a claim shall be deemed "made" only upon an official filing of an action with respect to such claim with a court of competent jurisdiction.

5.2. BUYER'S REPRESENTATIONS AND WARRANTIES. BUYER REPRESENTS AND WARRANTS:

A. Power and Authority. Buyer is a duly organized and legally existing municipal corporation in the State of Nevada. The execution and delivery by Buyer of, and Buyer's performance under, this Contract, are within Buyer's corporate powers and Buyer has the corporate authority to execute and deliver this Contract.

B. Valid Contract. This Contract constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, subject to laws applicable generally to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

C. No Breach. Performance of this Contract will not result in any breach of, or constitute any default under, any agreement or other instrument to which Buyer is a party, which breach or default will adversely affect Buyer's ability to perform its obligations under this Contract.

D. No Bankruptcy. Buyer (i) is not in receivership or dissolution, (ii) has not made any assignment for the benefit of creditors, (iii) has not admitted in writing its inability to pay its debts as they mature, (iv) has not been adjudicated a bankrupt, (v) has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law, or any other similar law or statute of the United States or any state, or (f) does not have any such petition described in (v) filed against Buyer.

Seller hereby acknowledges and agrees that, upon the Close of Escrow, any claim of Seller that any representation of Buyer herein is not true and correct shall be automatically waived in full by Seller, provided the information or basis from which any such claim arises is known to Seller on or prior to the Close of Escrow.

The representations of Buyer set forth in this Article 5 herein shall survive the Close of Escrow for a period of one (1) year. Any claim of Seller based on an alleged breach or failure of any of Buyer's representations of which Seller had no knowledge as of the Close of Escrow or any other claim by Seller against Buyer in connection with this transaction shall be made within one (1) year following the Close of Escrow or shall automatically be null, void and of no force or effect whatsoever and Seller's remedies for any such claim shall be limited to recovery of actual damages not to exceed Ten Thousand Dollars and 00/100 ($10,000.00). In the event the Close of Escrow occurs, Seller hereby expressly waives, relinquishes and releases any right or remedy available to it at law, in equity or under this Contract to make a claim against Buyer for damages that Seller may incur, or to rescind this Contract and the transactions contemplated hereby, as the result of any Buyer's representations or warranties being untrue, inaccurate or incorrect if Seller knew that such representation or warranty was untrue, inaccurate or incorrect at the time of the Close of Escrow and the Seller nevertheless closes hereunder. For purposes hereof, a claim shall be deemed "made" only upon an official filing of an action with respect to such claim with a court of competent jurisdiction.

ARTICLE 6
REMEDIES

6.1. Remedies.

A. Buyer's Remedies. If Seller defaults in the performance of Seller's obligations, promises or agreements under this Contract, or if Seller breaches any of its representations or warranties hereunder,

Buyer, as its sole and exclusive remedy, may terminate this Contract and pursue Seller for reimbursement of Buyer's actual out-of-pocket costs incurred for the Survey and/or Environmental Reports, in an aggregate amount not to exceed Ten Thousand Dollars and 00/100 ($10,000.00). Seller shall not be liable to Buyer for any punitive, speculative or consequential damages. Buyer hereby waives and relinquishes all rights of Buyer to (i) bring an action against Seller to quiet title to the Property, or (ii) bring an action for specific performance of this Contract. Buyer specifically acknowledges that it shall not have any remedy whatsoever against Seller for any default by Seller under this Contract unless Buyer is in full compliance with all the terms and conditions hereof.

B. Seller's Remedies. If Buyer defaults in the performance of any of Buyer's obligations, promises, or agreements under this Contract or if Buyer breaches any of its representations or warranties hereunder ("*Buyer's Default*"), Seller shall be entitled to exercise any remedy available to Seller by law or equity, including an action for specific performance and/or an action for damages.

ARTICLE 7
MISCELLANEOUS

7.1 Notice. All notices, requests, demands, approvals, consents or other communications required or permitted by this Contract shall be addressed as set forth below, shall be in writing and shall be sent by (i) nationally recognized overnight courier, or (i) facsimile or telecopy and shall be deemed received if delivered by overnight courier, when received as evidenced by a receipt, or if given by facsimile or telecopy, when sent with confirmation of receipt. Any notice, request, demand, direction or other communication sent by facsimile or telecopy must also be sent within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing. Buyer and Seller hereby agree that notices may be given hereunder by the Parties' respective counsel and that, if any communication is to be given hereunder by Buyer's or Seller's counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Article. Notice of change of address shall be given by written notice and in the manner detailed in this Article. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or other communication sent.

The addresses and telephone numbers of the parties to this Contract are as follows. Telephone numbers are included for information only.

To Buyer: Attn: Real Estate Administrator
City of Las Vegas
Department of Operations and Maintenance
333 North Rancho Drive, 8th Floor
Las Vegas, Nevada 89106
(702) 229-1021

To Seller: Attn: Gard Jameson, Treasurer
Volunteers in Medicine of Southern Nevada
4770 Harrison Drive, Suite 200
Las Vegas, NV 89121
(702) 967-0539

With a copy to:

Holland & Hart LLP
Attn: Lance C. Earl or Connie Akridge
9555 Hillwood Drive, 2nd Floor

Las Vegas, Nevada 89134
(702) 222-2500

7.1 No Broker. Each Party represents to the other that it has not used a real estate broker or finder in connection with this Contract or the transaction contemplated by this Contract. If any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Contract, the party on account of whose conduct the claim is asserted shall indemnify and hold the other party harmless from and against any and all losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such party or on its behalf with any broker or finder in connection with this Contract or the transaction contemplated hereby.

7.2. Assignment. Buyer may not assign its rights under this Contract, and any assignment by Buyer in contravention of this provision shall be void and shall not relieve Buyer of its obligations and liabilities hereunder.

7.3. Attorneys' Fees and Legal Expenses. Should either Party hereto institute any action or proceeding in court or through arbitration to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Contract or for any other remedy, the prevailing party shall be entitled to receive from the losing party all of its costs and expenses, including, without limitation, reasonable attorneys' fees and all court and/or arbitration costs, costs of appeal and disbursements actually and reasonably incurred in connection with said proceeding.

7.4. Headings. The Article and subheadings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope or meaning of the various Articles hereof.

7.5. Entire Contract. This Contract embodies the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties concerning the Property.

7.6. Independent Counsel. Each party to this Contract has substantial experience with the subject matter of this Contract and has each fully participated in the negotiation and drafting of this Contract and has had the opportunity to be advised by counsel of its choice with respect to the subject matter hereof. Accordingly, this Contract shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter.

7.7. Applicability. The terms and provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns, except as expressly set forth herein.

7.8. Time. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE PARTIES' OBLIGATIONS UNDER THIS AGREEMENT.

7.9. Counterpart Execution; Facsimile. This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one document. This Contract may also be executed and delivered via facsimile and a facsimile signature shall have the same legal effect as an original signature.

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

7.11. Records. The parties acknowledge that the Buyer is a government entity subject to the Public Records Law in NRS Chapter 239. All documents including the Appraisal, Purchase Price and

information related to this Contract is subject to the Public Records Law of NRS Chapter 239 unless exempted by statute, court order or government directive. Notwithstanding the foregoing, neither party shall publish the terms of this Contract except to the extent required pursuant to Public Records Law in NRS Chapter 239 or other applicable law, court order or government directive. The provisions of this Article 7.11 shall survive the Close of Escrow or the earlier termination or expiration of this Contract.

7.12. Time Calculations. Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.

7.13. Merger Provision. Except as expressly set forth herein, any and all rights of action of Buyer for any breach by Seller of any representation, warranty or covenant contained in this Contract shall merge with the Grant Deed and other instruments executed at Close of Escrow, shall terminate at the Close of Escrow and shall not survive the Close of Escrow. All other provisions of this Contract which are intended by their terms to survive the Close of Escrow or a termination of this Contract shall survive the Close of Escrow or a termination of this Contract.

7.14. Further Assurances. Buyer and Seller agree to execute all documents and instruments reasonably required in order to consummate the purchase and sale herein contemplated and to do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Contract.

7.15. Severability. If any portion of this Contract is held to be unenforceable by a court of competent jurisdiction, the remainder of this Contract shall remain in full force and effect.

7.16. Amendments. This Contract may be amended only by written agreement signed by both of the parties hereto.

7.17. Exhibits Incorporated by Reference. All exhibits attached to this Contract are incorporated into this Contract by reference.

7.18. No Waiver. No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7.19. Third Parties. Nothing in this Contract, expressed or implied, is intended to confer upon any person, including, without limitation, any entity, other than the parties hereto any rights or remedies under or by reason of this Lease.

7.20. Force Majeure. Neither Party shall be in breach of this Contract if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or other causes beyond such party's reasonable control (financial inability excepted).

7.21 Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Sellers warrant that it has disclosed, on the form attached hereto as Exhibit "D", all members of the Board of Directors and entities holding more than 1% interest in The Trust for Public Land. Throughout the term hereof, Sellers shall notify City in writing of any material change in the above disclosure within fifteen (15) calendar days of any such change.

[*The Remainder of this Page Intentionally Left Blank, Signatures on Next Page*]

REAL PROPERTY PURCHASE CONTRACT
Signature Page

IN WITNESS WHEREOF, the parties have executed this Contract as evidenced by their respective signatures below.

CITY OF LAS VEGAS
"Buyer"

By: _____
CAROLYN G. GOODMAN, MAYOR

ATTEST:

By: _____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 4/6/15
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

VMSN, INC.

"Seller"

By: _____

Name: FRANK GARD JAMESON

Title: TREASURER

EXHIBIT A

Legal Description of Property

Legal Description

That portion of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 28, Township 20 South, Range 60 East, MDM, Clark County, Nevada, being LOT 1 of that map in File 119 of Parcel Maps, Page 24, of Clark County, Nevada, Records. Said LOT 1 contains an area of 59,119 square feet, or 1.36 acres.

EXHIBIT B

Ground Lease Agreement

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("*Lease*") is entered into this ____ day of _____, 2015 ("*Effective Date*"), by and between the city of Las Vegas, a municipal corporation of the State of Nevada ("*Landlord*" or "*City*"), and VMSN, Inc., a Nevada non-profit corporation ("*Tenant*" or "*VMSN*"). Landlord and Tenant may be referred to singularly as "*Party*" or collectively as "*Parties*".

RECITALS

WHEREAS, Landlord is the fee title owner of that certain real property, Assessor's Parcel Number ("*APN*") 139-28-601-006 commonly known as 1240 North Martin Luther King Boulevard, City of Las Vegas, Clark County, NV, as depicted on Exhibit "A" and legally described on Exhibit "B" ("*Property*");

WHEREAS, Tenant desires to ground lease the Property to construct an approximately twelve-thousand (12,000) square foot building to serve the medical, dental and vision needs ("*Building Improvements*") of the residents of the City of Las Vegas and the surrounding communities. For purposes of this Lease, Building Improvements shall include improvements made and to be made by Tenant prior and after to the Effective Date of the Lease;

WHEREAS, pursuant to NRS 268.053, the Las Vegas City Council may lease the property of the City to a tenant if the property is not needed for the public purposes of the City and the property is actually used for non-profit purposes on such terms and conditions as seem proper to the City Council, with the provision that if a tenant cease to use the property for non-profit purposes, the lease is void as a matter of law; and

WHEREAS, Landlord desires to lease the Property to Tenant for the common benefit and in accordance with Nevada law.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 DEFINITIONS. As used herein, the following terms hall have the following definitions:

"*Annual Plan*" shall have the meaning set forth in Article 5.4.

"*APN*" shall have the meaning set forth in the first Recital.

"*Applicable Laws*" shall have the meaning set forth in Article 5.6.

"*Building Improvements*" shall have the meaning set forth in the second Recital.

"*CDGB Terms and Conditions*" shall have the meaning set forth in Article 5.3.

"*City*" shall have the meaning set forth in the first paragraph of this Lease.

"*Commencement Date*" shall have the meaning set forth in Article 2.2.

"*Covered Hazardous Substance*" shall have the meaning set forth in Article 4.2.A.

"*Effective Date*" shall be the date that Landlord and Tenant have executed the Lease.

"*Expiration Date*" shall have the meaning set forth in Article 2.2.

"*Governmental Authority*" or "*Governmental Authorities*" means the United States of America, the State of Nevada, the City of Las Vegas, Clark County, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over the Property (or any portion thereof).

"*Hazardous Substance*" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and petroleum products, fuel additive and any other material, whose presence, characteristics, nature, quantity, intensity, existence, ..., manufacture, possession, handling, disposal, transportation, spill, Release, threatened Release, trea... ...nt, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, c... ...ffect, either by itself or in combination with other materials is or is allegedly: (a) injurious, danger... ..., toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Governmental Authority or Environmental Laws; or (c) a basis for liability to any Governmental Authority or third party under any regulatory, statutory or common law theory.

"*Improvements*" shall have the meaning set forth in Article 4.4.

"*Indemnitees*" shall have the meaning set forth in Article 9.1.

"*Landlord*" shall have the meaning set forth in the first paragraph of this Lease.

"*Landlord Event of Default*" and "*Landlord's Event of Default*" shall have the meaning set forth in Article 14.1.

"*Lease Term*" shall have the meaning set forth in Article 2.3.

"*New Improvements*" shall have the meaning set forth in Article 4.4.

"*Option Price*" shall have the meaning set forth in Article 2.5.

"*Party*" or "*Parties*" shall have the meaning set forth in the first paragraph of this Lease.

"*Purchase Option*" shall have the meaning set forth in Article 2.5.

"*Primary Term*" shall have the meaning set forth in Article 2.2.

"*Proceeds*" shall have the meaning set forth in Article 11.2.

"*Property*" shall have the meaning set forth in the first Recital.

"*Rent*" shall have the meaning set forth in Article 3.1.

"*Taxes*" shall have the meaning set forth in Article 3.2.

"*Tenant*" shall have the meaning set forth in the first paragraph of this Lease.

"*Tenant Event of Default*" and "*Tenant's Event of Default*" shall have the meaning set forth in Article 13.1.

"*VMSN*" shall have the meaning set forth in the first paragraph of this Lease.

ARTICLE 2
DEMISE OF PROPERTY / TERM / PURCHASE OPTION

2.1. PROPERTY. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Property, subject to the terms, conditions, benefits and rights hereinafter set forth including, without limitation, the obligation to construct the Building Improvements within the time frame detailed in this Lease.

2.2. LEASE TERM. Unless earlier terminated in accordance with the terms in this Lease, the primary term shall be for a term of thirty (30) years ("*Primary Term*"), commencing on the first day of the month following the Effective Date Landlord delivers the Property to Tenant ("*Commencement Date*") and terminating on the thirtieth (30th) anniversary of the Commencement Date ("*Expiration Date*").

2.3 OPTION TERM. If Tenant is not then in default of this Lease, Tenant may request to extend the Lease Term for three (3) additional terms of ten (10) years each (each, an "*Option Term*") by giving a written request to extend the Lease Term addressed to the City's City Manager at least ninety (90) days prior to the expiration of any Lease Term and upon receiving such request, the City must provide written notification of approval or denial of the extension of the Lease Term within sixty (60) days of receipt of the request. The City approval of an extension of the Lease Term shall not be unreasonably withheld, conditioned or delayed.

2.4. HOLDOVER TERM. In the event that the Lease Term is not extended at the end of the Primary Term or any previous Option Term, and if Tenant is not in breach of this Lease, this Lease will automatically extend for a one-year (1-year) term ("*Holdover Term*"), unless the Landlord provides written notice to Tenant that Landlord does not wish to extend the Lease Term. Such written notice must be made ninety (90) days prior to the end of any Lease Term. The one-year terms created by this Article 2 are subject to all provision of this Lease.

"*Lease Term*" as used herein refers collectively to the Primary Term, Option Term, if any, and Holdover Term, if any.

2.5 PURCHASE OPTION. At all times during which this Lease is in force and effect, and in consideration of the Tenant meeting all of its obligations under this Lease, Landlord hereby grants to Tenant an option to purchase the Property ("*Purchase Option*"). The Purchase Option may be exercisable by Tenant upon written notice given by Tenant to Landlord at any time during which this Lease is in force and effect, time being of the essence. Upon expiration or other termination of the Lease, then the Purchase Option, if not already exercised, shall automatically terminate and be of no force and effect.

The Purchase Option purchase price ("*Option Price*") shall be the sum of fair market value of the real estate only, exclusive of any Improvements constructed by Tenant. Fair market value shall be determined by appraisal of the real estate portion of the Property only, exclusive of any Improvements. With respect to any appraisal conducted pursuant to the preceding sentence, except as otherwise agreed between Landlord and Tenant, in their sole and absolute discretion: (i) such appraisal shall be conducted by three (3) appraiser(s) all duly licensed and qualified by appropriate experience and ability and having no less than ten (10) years of experience in the Las Vegas business area, (ii) one such appraiser shall be designated by Tenant and one such appraiser shall be designated by Landlord, in each instance by written notice of designation given to such party's designated appraiser and the other party hereunder no later than thirty (30) days from the exercise of the Purchase Option, (iii) the third such appraiser shall be designated jointly by the appraisers so designated by Tenant and Landlord upon written notice of designation given to the Parties no later than twenty (20) days from the date notice of designation shall have been given by the Parties with respect to the first two appraisers, (iv) such appraisal shall be

concluded within no more than sixty (60) days from the date of designation of the third appraiser hereunder, (v) such appraisal shall be paid for one-half by Tenant and one-half by Landlord, and (vi) such fair market value determination shall be the average fair market value determination of such three (3) appraisers, provided, that, if the appraisal of any one appraiser shall be more than or less than the appraisal of the remaining two (2) appraisers by more than ten percent (10%), then and in such event, such appraisal shall be discarded and such fair market value determination instead shall be deemed to be the average fair market value determination of such remaining two (2) appraisers. Notwithstanding the foregoing, each appraiser shall release a proposed draft of such appraiser's appraisal and each of Landlord and Tenant shall have the right within the thirty (30) day period following such release to give to such appraiser good faith written comment on any arithmetic errors, or errors in assumptions or facts, set forth in such appraisal, whereupon such appraiser shall have the professional responsibility and obligation to review and same and make revisions as applicable and appropriate and thereupon to release its final appraisal, which appraisal thereupon shall be final and binding on the Parties absent manifest error. Any failure by either Party to give any such written comment timely within such 30-day period conclusively shall constitute such Party's waiver of its right to so comment.

Closing of the purchase and sale of the Property shall occur no later than forty-five (45) days after the determination of fair market value (or the next business day if such forty-fifth (45^{th}) day is not a business day.) At closing, Landlord shall convey the Property pursuant to a Grant Bargain Sale Deed, free and clear of all monetary liens and encumbrances of Landlord, save and except taxes and assessments which are the obligation of Tenant pursuant to this Lease. The Parties shall enter into customary escrow instructions with a mutually acceptable escrow company for the closing of the purchase and sale of the Property. The Parties shall equally split the customary escrow and CLTA Owner's Policy fees. Tenant shall be responsible for all other fees, including Real Property Transfer Tax.

ARTICLE 3
RENT, TAXES

3.1. RENT. Tenant shall pay to Landlord rent for the Property in the amount of One Dollar ($1.00), payable on the Commencement Date and thereafter on each anniversary of the Commencement Date during the Lease Term ("*Rent*"). Tenant hereby covenants and agrees to pay Rent to Landlord as provided herein, without prior demand, deduction or set-off whatsoever, in lawful money of the United States of America at such place or places as may from time to time be designated in writing by Landlord. Tenant, at Tenant's discretion, may prepay Rent for the entire Primary Term on the Commencement Date.

3.2. TAXES. Commencing on the Commencement Date, and continuing for the balance of the Lease Term, Tenant agrees to pay, or cause to be paid, without setoff or deduction, the amount of all taxes assessed for any reason and levied on the Property and all improvements thereon (collectively "*Taxes*"). Such Taxes shall be paid directly to the tax assessor by Tenant. Tenant shall provide to Landlord proof of payment of all Taxes assessed on the Property within thirty (30) days after payment of such Taxes. The term Taxes levied on the Property or the Improvements thereon shall mean any form of tax, special tax, assessment, lien, bond obligation, license fee, license tax, tax or excise on rent, possessory interest tax or any other levy, charge or expense, together with any statutory interest thereon, imposed or required at any time by any Government Authority, on any interest of Landlord or Tenant or both in the Property or the improvements thereon, including without limitation: (a) any impositions by Governmental Agencies (whether or not such impositions constitute tax receipts) or any other payments to Governmental Agencies (whether involuntarily imposed by any such Governmental Agencies or voluntarily agreed to by Landlord) in substitution, partially or totally, of any impositions now or previously included within the definition of real property taxes; (b) any impositions upon this Lease or any document to which Tenant is a party, otherwise payable under any special improvement district, special service district or any other

special taxing district or authority, annual or periodic license or use fees, excises, transit and traffic charges, housing fund assessments, open space charges, childcare fees, school, sewer and parking fees or any other assessments, levies, fees, or charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen (including fees "in-lieu" of any such tax or assessment). In addition, in no event shall Tenant be responsible for paying any increases in Taxes that are directly attributable to Landlord's sale or transfer of fee title to the Property that constitutes a "change in ownership" for purposes of real property taxes and assessments against the Property, other than a sale or transfer by Landlord to Tenant. Any Taxes relating to a fiscal period of the taxing authority, only a part of which period is included within the Lease Term, shall be prorated as between Landlord and Tenant so that Tenant shall pay the portion attributable to any period during the Lease Term. Tenant's obligation to pay Taxes that accrued during the Lease Term shall survive the expiration or earlier termination of this Lease. Tenant shall have the right to contest any Taxes or the increase in any Taxes which Tenant is obligated to pay under this Lease; provided, however, Tenant shall (i) give Landlord written notice of any such intention to contest at least thirty (30) days before any delinquency could occur, (ii) indemnify and hold Landlord harmless from all liability on account of said contest, (iii) take such action as is necessary to remove the effect of any lien which attaches to the Property or the improvements thereon due to such contest, and (iv) in the event of a final determination adverse to Tenant, prior to enforcement, foreclosure or sale, pay the amount involved together with all penalties, fines, interest, costs and expenses which may have accrued.

3.3. PERSONAL PROPERTY TAXES. Prior to delinquency, Tenant shall pay all taxes and assessments levied upon trade fixtures, alterations, additions, inventories and other personal property (including all of Tenant's Personal Property) located and/or installed on the Property by or on behalf of Tenant, and shall provide proof of payment thereof to Landlord within thirty (30) days after such taxes and assessments are paid.

ARTICLE 4
DELIVERY/ACCEPTANCE AND SURRENDER / TERMINATION

4.1. DELIVERY / ACCEPTANCE OF THE PROPERTY. Upon the Commencement Date, Landlord shall deliver to Tenant, and Tenant shall accept from Landlord, possession of the Property and all rights and appurtenances relating thereto. Tenant acknowledges and agrees that it is leasing the Property based solely upon Tenant's inspection and investigation of the Property and all documents related thereto, or its opportunity to do so, and except for Landlord's covenants, representations and warranties otherwise expressly set forth in this Lease, Tenant is leasing the Property in an "AS IS, WHERE IS" condition, without relying upon any representations or warranties, express, implied or statutory, of any kind. Without limiting the above, Tenant acknowledges that, except as otherwise expressly set forth in this Lease, neither Landlord, nor any other party has made any representations or warranties, express or implied, on which Tenant is relying as to any matters, directly or indirectly, concerning the Property including, but not limited to, the land improvements and infrastructure, if any, development rights, expenses associated with the Property, taxes, assessments, bonds, utilities, soil, subsoil, drainage, environmental or building laws, rules or regulations, or Hazardous Materials or any other matters affecting or relating to the Property.

4.2. ENVIRONMENTAL CONDITIONS. Tenant shall not have any liability whatsoever under this Lease to Landlord for any Hazardous Substances generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, or within the soil, subsurface, surface water, or ground water of the Property prior to or as of the Commencement Date. After the Commencement Date, Tenant shall not use the Property, or knowingly permit any entity or person to use the Property, for the generation, storage, manufacture, production, releasing, discharge, or disposal or any

Hazardous Substances in violation of applicable law; provided, however, Tenant shall be permitted to store, use and dispose of Hazardous Substances (a) to the extent packaged and contained in cleaning or office products for consumer use in quantities for ordinary day-to-day use, and (b) to the extent customarily used in performing Tenant's medical and related activities. Unless otherwise permitted under the Lease, if Tenant has actual knowledge that Hazardous Substances have come to be located in, on, under or about the Property during the Lease Term, Tenant shall promptly give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, license, claim, action, or proceeding given to, or received from, any Governmental Authority or private party concerning the presence, spill, release, discharge of, or exposure to, Hazardous Substances including but not limited to all such documents as may be involved in any reportable use involving the Property during the Lease Term. If any Hazardous Substances are present in or about the Property during the Lease Term in violation of applicable law, regulations or this Lease, Landlord shall have the right upon twenty-four (24) hour advance written notice to Tenant to engage a consultant to inspect the Property and to review Tenant's use of Hazardous Substances and all of Tenant's practices with respect to its use of such Hazardous Substances. Tenant shall cooperate in all respects with such inspections and reviews. All reasonable costs of such consultants shall be reimbursed to Landlord within thirty (30) days of written demand therefor by Landlord. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Article 4, unless specifically so provided in such agreement.

A. Environmental Indemnity. Tenant shall have no indemnification obligation in connection with any Hazardous Substances generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, or within the soil, subsurface, surface water, or ground water of the Property prior to or as of the Commencement Date. Tenant shall indemnify, protect, defend and hold Landlord, its office, employees and agents and the Property, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or otherwise involving: (i) Tenant's failure to use or occupy the Property in a manner consistent with applicable environmental law and regulations; or (ii) any Hazardous Substances brought onto the Property by or for Tenant or by anyone under Tenant's control after the Commencement Date and during the Lease Term ("*Covered Hazardous Substances*"). Tenant's indemnification obligations under this Article shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant during the Lease Term, and the cost of investigation (including reasonable consultants' and attorneys' fees and testing), removal, remediation and/or abatement of any Covered Hazardous Substances. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Article, unless specifically so provided in such agreement. Tenant's indemnity obligations provided in this Article shall include, without in any way limiting the foregoing:

(1). All reasonable costs, expenses and attorneys' fees incurred or sustained by any party in making any investigation on account of any claim, demand, loss, liability, cost, charge, suit, order, judgment or adjudication, in prosecuting or defending any action brought in connection therewith, in obtaining or seeking to obtain a release therefrom and in enforcing any of the agreements herein contained;

(2). Liability for required costs and expenses of abatement, correction or clean-up, fines, damages, response costs or penalties pursuant to the provisions of any Applicable Laws or Environmental Laws; and

B. Liability for personal injury or property damage arising under any statutory or common-law tort theory, including, without limitation, damages assessed for the maintenance of a public or private

nuisance, or for the carrying on of an abnormally dangerous activity, and response costs.

Tenant's indemnity in this Article 4 shall survive termination of this Lease.

4.3. TERMINATION. In addition to other termination provisions contained in this Lease, Tenant may terminate this Lease for any or no reason by providing ninety (90) days written notice to Landlord.

4.4. SURRENDER OF PROPERTY. At the expiration of the Lease Term or the earlier termination of this Lease, Tenant will surrender possession of the Property and all Building Improvements and any additional improvements subsequent to the Building Improvements ("*New Improvements*") (collectively, the Building Improvements and New Improvements are referred to herein as "*Improvements*") located thereon and deliver the same to Landlord in good order, condition and repair, ordinary wear and tear, casualty, condemnation and acts of God excepted, in each case shall automatically vest in, revert to, and become the property of Landlord, in each case free and clear of all liens or encumbrances, but without any other representation or warranty by Tenant and without any compensation to, or requirement of consent or other act of Tenant and without the necessity of executing a deed, bill of sale, conveyance, or other act or agreement of Tenant. Upon the expiration or earlier termination of this Lease, Tenant shall have no right to remove any Improvements from the Property without the express written consent of Landlord, and Tenant shall have no obligation to remove any (a) Building Improvements or (b) any New Improvements permitted to be constructed or installed on the Property by Tenant under this Lease. Notwithstanding the foregoing, at the option of Landlord, Tenant shall raze all or any portion of any NewImprovements not permitted to be constructed or installed on the Property by Tenant under this Lease and that are designated by Landlord in writing to Tenant to be razed at least six (6) months prior to the expiration of the Lease Term or within thirty (30) days after any early termination of this Lease, and in such event, Tenant shall surrender the Property free and clear of any such New Improvements so designated. In the event Tenant does not surrender possession of the Property to Landlord as provided above, Landlord shall use any and all legal means to evict Tenant from the Property.

Any of Tenant's trade fixtures, furniture, furnishings or other property which is permanently affixed to the Property or Improvements shall not be removed by Tenant upon the termination of this Lease.

All of Tenant's trade fixtures, furniture, furnishings and other personal property not permanently affixed to the Property or Improvements (collectively referred to as "*Tenant's Personal Property*") shall be and remain the property of Tenant during the Lease Term. During the Lease Term, Tenant shall have the right to remove or dispose of any or all of Tenant's Personal Property, though Tenant shall repair any damage caused to the Property or Improvements resulting from such removal; provided, however, that at all times Tenant shall provide and maintain during the entire Lease Term such Tenant's Personal Property as necessary in order to operate the Property in accordance with the terms of this Lease.

ARTICLE 5
USE AND OPERATIONS OF PROPERTY

5.1 TENANT'S COVENANT TO CONSTRUCT BUILDING IMPROVEMENTS. The conveyance of the Property to Tenant is predicated upon the promise by Tenant to commence construction of the Building Improvements within twelve (12) months of the Commencement Date. If Tenant fails to commence construction of the Building Improvements within the twelve (12) months, Tenant shall be declared in non-compliance with the terms of this Lease, this Lease shall be deemed null and void without the necessity of further action by Landlord. For purposes of this Lease, "commence construction of the Building Improvements" is defined as construction on the Property of the Tenant's building and

infrastructure pursuant to an approved building permit issued by the City of Las Vegas Building Department.

Any construction on the Property shall be at the sole cost and expense of Tenant, and shall be constructed in a good and workmanlike manner and in compliance with all security and insurance requirements and all applicable permits, authorizations, building regulations, zoning laws, environmental regulations, laws regarding the physically disabled under the Americans with Disability Act and all other governmental rules, regulations, ordinances, statutes and laws, now or hereafter in effect pertaining to the Property or Tenant use thereof.

The Parties acknowledge and agree that during the Lease Term, Tenant shall be the owner of any Improvements that Tenant may hereafter make to the Property and the Tenant's Personal Property. Tenant shall retain all rights to depreciation deductions and other credits for income tax and other purposes arising from its ownership of such Improvements and Tenant's Personal Property during the Lease Term.

5.2. PROHIBITION ON LIENS. Tenant agrees that it will pay, or cause to be paid, all costs of labor, services and/or materials supplied in the prosecution of any work, done, or caused to be done, on the Property, including without limitation, the Improvements, and Tenant will keep the Property free and clear of all mechanics' liens and other liens on account of work done for Tenant or persons claiming under Tenant.

A. CONTEST OF LIEN. If Tenant desires to contest any mechanics' lien claim it shall either (i) post a mechanics' lien release bond issued by a responsible corporate surety in an amount and in a manner sufficient to satisfy statutory requirements for the release of such mechanics' lien in the State of Nevada or (ii) furnish Landlord with adequate security reasonably acceptable to Landlord for the amount of the claim plus estimated costs and interest and promptly pay or cause to be paid all sums awarded to the claimant on its suit.

B. NOTICE OF LIEN. Tenant shall forthwith notify Landlord in writing of any claim or lien filed against the Property or the commencement of any action affecting the title thereto.

C. NOTICE OF NON-RESPONSIBILITY. Landlord or its representatives shall have the right to go upon and inspect the Property at all reasonable times and shall have the right to post and keep posted thereon notices of non-responsibility or such other notices which Landlord may deem to be proper for the protection of Landlord's interest in the Property. Before the commencement of any work which might result in any such lien, Tenant shall give to Landlord written notice of its intention to do so in sufficient time to enable Landlord to post such notices.

5.3. USE RESTRICTED. Tenant covenants to use the Property solely as a non-profit entity providing services to the residents of the City of Las Vegas and the surrounding communities by providing healthcare for individuals, including without limitation, low or moderate income youth and adults who do not have medical coverage, seniors who do not qualify for Medicare and individuals who will still remain uninsured even with the Affordable Care Act. Except for the permitted use set forth in this Lease, Tenant shall not construct or permit any permanent use of the Property for any commercial purpose(s), however, Tenant may permit temporary and short-term commercial special events provided that Tenant obtain the necessary approval(s) and permit(s) from the appropriate governmental authority. If Tenant's use the Property for anything other than operations as a non-profit, the Tenant shall have thirty (30) days to remove such use from the Property upon notice from Landlord. If the use is not removed with thirty (30) days after notice from Landlord, this Lease shall terminate and Tenant will surrender the Property and the Improvements to Landlord pursuant to the terms of this Lease. Additional uses not contemplated herein are subject to the review and approval by the City Manager, which shall not be unreasonably conditioned, delayed or withheld. Tenant agrees that the abandonment of the Property and Improvements by Tenant

shall constitute a Tenant Event of Default under this Lease. Tenant further agrees that in the event Tenant fails to use the Property and the Improvements for a period of sixty (60) consecutive days, Tenant shall be deemed conclusively to have abandoned the Property and Improvements.

Tenant acknowledges that the Property was acquired by Landlord using Community Development Block Grant ("CDBG") funds provided through the Department of Housing and Urban Development. Notwithstanding anything to the contrary herein, Tenant's use of the Property shall all times during the Lease Term satisfy the criteria for national objectives for a CDBG-assisted activity pursuant to 24 CFR §570.208, and the CDBG Terms and Conditions set forth herein on Exhibit "C".

5.4. TENANT'S STATUS REPORT. After approval of this Lease by the City Council, not later than thirty (30) days after each anniversary of the Commencement Date, Tenant shall submit a written plan to the City for Tenant's use of the Property and Improvements for the following year (the "*Annual Plan*"), including without limitation, summary of number of patients treated, New Improvements planned for the Property and other Tenant uses of the Property. Tenant's failure to substantially comply with the Annual Plan shall constitute an Event of Default by Tenant.

5.5. MAINTENANCE OF PROPERTY. Tenant shall maintain the Property, Improvements, and Tenant's Personal Property and every part thereof in a clean, neat, and orderly condition, free of objectionable noise, odors, or nuisances and will in all respects and at all times fully comply with health, safety, and police regulations, including all laws, regulations, statutes, or codes concerning the use, storage, or maintenance of Hazardous Materials on the Property. Tenant shall further not suffer or knowingly permit any person to commit any waste on the Property. Tenant shall be responsible for the cost of providing any and all utilities, maintenance and security for the Property and all activities conducted thereon and Landlord shall have no responsibility of any kind for payment of any costs or expenses.

5.6. UTILITIES. Tenant shall be responsible for the payment of the utility service charges attributed to occupancy of the Property and the Tenant's operations during the Lease Term.

5.7. COMPLIANCE WITH THE LAW. During the Lease Term, Landlord and Tenant shall not use or knowingly permit any person to use all or any portion of the Property, including any Improvement in or on the Property, in any manner which violates federal, state and local governmental rules (or any other government authority having jurisdiction over the Property), policies, permits, authorizations, regulations, ordinances, codes, statutes and laws, now or hereafter in effect pertaining to the Property or any party's use thereof (collectively, the "*Applicable Laws*").

ARTICLE 6
ASSIGNMENT AND SUBLETTING

6.1. WITH RESPECT TO TENANT. Tenant shall not assign, transfer or sublet this Lease nor the leasehold estate hereby created or any interest herein, or license the use of all or any portion of the Property, whether by assignment, mortgage, sublease, license, transfer, operation of law, without the prior express written consent of the Landlord, which consent shall not be unreasonably withheld. Upon any valid assignment of this Lease, Tenant shall be relieved of all obligations accruing from the effective date of the assignment. No sublease shall affect Tenant's obligation to perform its agreements hereunder.

6.2. WITH RESPECT TO LANDLORD. During the Lease Term, Landlord shall not sell, mortgage, pledge, hypothecate, encumber or otherwise transfer, assign or dispose of all or any part of the Property, this Lease or any interest in the Property or this Lease.

6.3. CONSENT REQUIRED. Any assignment or subletting without Landlord's consent shall be void, and shall constitute a default hereunder which, at the option of Landlord, shall result in the termination of this

Lease or exercise of Landlord's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant.

6.4. LANDLORD'S RIGHT IN EVENT OF ASSIGNMENT. In the event that Landlord consents to a sublease or assignment hereunder, Tenant shall pay to Landlord reasonable fees, not to exceed Five Hundred Dollars ($500.00), incurred in connection with processing documents necessary to the giving of such consent.

ARTICLE 7
LEASEHOLD FINANCING

7.1. NON-SUBORDINATION. The fee estate in the Property and Landlord's interest under this Lease shall not be subordinate to, and Landlord shall not be required to subject its fee estate and interest in the Property or this Lease, to the lien of any financing or mortgage sought or obtained by Tenant, including, without limitation, any leasehold mortgage.

7.2. NO RIGHT TO ENCUMBER. Tenant shall not in any way pledge or encumber any or part of its interest in this Lease without the prior written consent of Landlord which consent may be granted or withheld at Landlord's sole discretion.

ARTICLE 8
ESTOPPEL CERTIFICATE

8.1. ESTOPPEL CERTIFICATE. Tenant shall, without charge, within ten (14) days of any written demand therefore by Landlord, execute and deliver to Landlord and/or Landlord's designee a recordable certificate stating that this Lease is in full force and effect, such defenses or offsets as are claimed by Tenant, if any, the date to which all rentals have been paid, and such other information as reasonably and customarily contained in a commercial estoppel certificate concerning this Lease, the Property and Tenant as Landlord or said designee may request. In the event that Tenant fails to execute and/or deliver any such certificate or offset statement to Landlord within said fourteen (14) days, Tenant hereby appoints Landlord and its permitted successors and assigns, as attorney-in-fact of Tenant irrevocably to execute and deliver any and all such documents for and on behalf of Tenant. Similarly, Landlord shall, without charge, within fourteen (14) days of any demand therefor by Tenant, execute and deliver to Tenant and/or Tenant's designee a recordable certificate stating that this Lease is in full force and effect, such defenses or offsets as are claimed by Landlord, if any, the date to which all rentals have been paid, and such other information as reasonably and customarily contained in a commercial estoppel certificate concerning the Lease, the Property and Landlord as Tenant and/or said designee may request. In the event that Landlord fails to execute and/or deliver any such certificate or offset statement to Tenant within said fourteen (14) days, Landlord hereby appoints Tenant, its successors and assigns, as attorney-in-fact of Landlord irrevocably to execute and deliver any and all such documents for and on behalf of Landlord.

ARTICLE 9
INDEMNIFICATION

9.1. TENANT'S COVENANT TO INDEMNIFY. Tenant shall indemnify, protect, defend and hold harmless Landlord and Landlord's council members, managers, directors, officers, employees, and agents (individually and collectively, "*Indemnitees*") from and against any and all suits, actions, damages, claims, liability and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Property, or the occupancy or use by Tenant

of the Property or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its officer, employees, agents, contractors, volunteers or invitees.

Landlord shall not be responsible or liable at any time for any loss or damage to Tenant equipment, fixtures, or other personal property, including any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of any third party.

Tenant shall give prompt notice to Landlord in case of fire, accidents, or other incident on the Property that may result in legal proceedings against either Landlord or Tenant.

Tenant's obligations pursuant to the foregoing indemnity shall survive the expiration or earlier termination of this Lease.

ARTICLE 10
INSURANCE

10.1. INSURANCE GENERALLY. Tenant will provide Landlord with copies of all policies and renewals of policies. All policies will also contain endorsements providing that they will not be cancelled, reduced in amount or coverage or otherwise modified by the insurance carrier without at least thirty (30) days' prior written notice to Landlord. Landlord will be entitled to participate in the settlement or adjustment of any losses covered by the policies of insurance.

10.2. TENANT'S LIABILITY INSURANCE. Prior to its use of the Property, Tenant shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease is in force and effect, maintain bodily liability insurance covering the Property and any and all Improvements thereon in the amount of One Million Dollars ($1,000,000.00) for the injury to or the death of any one person, and Two Million Dollars ($2,000,000.00) for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the amount of One Million Dollars and No Cents ($1,000,000.00). Tenant shall submit to Landlord a certificate of insurance which evidences the above required coverages and names Landlord as an additional insured party with an additional insured endorsement to be attached to the certificate of insurance.

10.3. TENANT'S PROPERTY INSURANCE. Tenant will keep all Improvements continuously insured against loss or damage by fire and other hazards for the full replacement value of the Improvements. The property insurance policies will name both Tenant and Landlord as "named insureds" so as to create the same liability on the part of insurer as though separate policies had been written for Tenant and Landlord.

ARTICLE 11
DAMAGE OR DESTRUCTION

11.1. OBLIGATIONS OF TENANT. Except as hereinafter otherwise provided, in case of damage to or destruction of the Improvements located on the Property or any part thereof by fire or other cause, Tenant, at Tenant's sole cost and expense, may elect to restore, repair, replace, rebuild or alter the same as nearly as possible to their value, condition and character immediately prior to such damage or destruction or with such changes or alterations as may be approved by the Landlord. If Tenant elects to make any such repairs, such restoration, repairs, replacements, rebuilding or alterations shall be commenced within ninety (90) days following Tenant's receipt of building permits for such work and prosecuted to completion with due diligence and in good faith. If Tenant does not desire to make the repairs, regardless of whether insurance proceeds are available, Tenant shall notify Landlord in writing. Thereafter, Landlord and Tenant shall meet and confer in good faith to determine whether Landlord will approve Tenant's election not to rebuild, repair or restore, which approval Landlord shall not unreasonably withhold or condition. The obligation of Tenant to pay Rent shall remain in full force and effect regardless of whether

Tenant is able to operate and nothing contained in this Article 11 shall be deemed or construed to relieve Tenant of its obligations to comply with the other covenants and obligations of Tenant under this Lease. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Property, Improvements, or Tenant's Personal Property located on the Property or for any inconvenience or annoyance occasioned by such damage.

11.2. DISBURSEMENT OF INSURANCE PROCEEDS. All property insurance proceeds recovered on account of damage or destruction to the Improvements ("*Proceeds*") shall be applied to the payment of the cost of repairing and replacing the Improvements so damaged regardless of whether such proceeds first become available after the expiration of the Lease Term. If the Lease Term expires or will expire prior to the completion of reconstruction and/or the proceeds will not be utilized for the restoration contemplated on the Property, insurance proceeds shall be delivered to Landlord if the proceeds are applicable to any damage to Landlord's adjacent property and the Landlord improvements and shall be retained by Tenant if applicable to the Improvements.

11.3. DESTRUCTION NOT A RELEASE. Except as expressly provided for in this Lease, no destruction of or damage to the Improvements located on the Property or any part thereof by fire or any other cause shall permit Tenant to terminate this Lease or shall relieve Tenant from its obligation to pay the Rent under this Lease or from any of its other obligations under this Lease, and except as otherwise expressly set forth herein, Tenant waives any rights now or hereafter conferred upon it by statute or otherwise to quit or surrender this Lease or the Property or any suspension, diminution, abatement or reduction of Rent on account of any such destruction or damage.

ARTICLE 12
EMINENT DOMAIN

12.1. TOTAL TAKING. If, during the Lease Term, the entire Property shall be taken as a result of the exercise of the right of eminent domain, or if less than the entire Property shall be taken but it shall be determined by the Tenant in his or her reasonable judgment that the Improvements cannot at a reasonable expense be repaired, restored, or replaced to a condition suitable for Tenant's intended use, this Lease may, at the option of Tenant, be terminated by Tenant as of the date of such taking, and the rights of Landlord and Tenant in and to the award upon any such taking shall be determined in accordance with this Article.

12.2. PARTIAL TAKING. If, during the Lease Term, if less than the entire Property shall be taken but it shall be determined by the Tenant in his or her reasonable judgment that the Improvements can be repaired, restored, or replaced to a condition suitable for Tenant's intended use, this Lease shall not terminate but shall continue in full force and effect for the remainder of the Lease Term. The rights of Landlord and Tenant in and to the award upon any such taking shall be determined in accordance with this Article 12. Tenant shall, with due diligence, restore, repair, and replace that portion of the Improvements not so taken to a condition suitable Tenant's intended use, having due regard for the design, construction, and character of the Improvements existing before such taking.

12.3. TEMPORARY TAKING. If all or any portion of the Property or the Improvements on the Property shall be taken by the exercise of the right of eminent domain for governmental occupancy for a limited period of time, this Lease shall not terminate and the Tenant shall continue to perform and observe all of his obligations as though such taking had not occurred except to the extent that the Tenant may be prevented from so doing by reason of such taking. The Tenant shall in no event be excused from the payment of Rent and all other sums and charges required to be paid under this Lease.

12.4. ALLOCATION OF TAKING AWARD. If all or a portion of the Property shall be taken by exercise of the right of eminent domain, the total award in any such proceeding or for any such injury or reduction in value shall be determined as follows:

A. In the event of any taking that results in the termination of this Lease in accordance with the provisions of this Article, then Landlord and Tenant shall be entitled to prosecute claims in such condemnation proceedings for the value of their respective interests in the Property and Improvements.

B. In the event of any taking of a portion of the Property or of the Improvements that does not result in the termination of this Lease in accordance with the provisions of this Article 12, then the Landlord and Tenant shall be entitled to prosecute claims in such condemnation proceedings for the value of their respective interests affected by such taking.

C. As used in this Article, the phrase "taken as a result of the exercise of the right of eminent domain" shall mean a taking or damaging by eminent domain, or by inverse condemnation, or by deed or transfer in lieu thereof, for any public or quasipublic use under any statute or law. The taking shall, at the election of Tenant, be considered to take place as of the earlier of (i) the date actual physical possession is taken by the condemnor; or (ii) the date on which the right to compensation and damages accrues under the applicable law; or (iii) the date on which title vests in the condemnor.

12.5. SETTLEMENT. Landlord shall not make any settlement with the condemning authority or convey any portion of the Property to such authority in lieu of condemnation or consent to any taking without the consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 13
TENANT'S DEFAULTS

13.1 TENANT'S DEFAULT. Each of the following events shall be deemed to be events of default by Tenant under this Lease (each, a "*Tenant Event of Default*" and collectively, "*Tenant Events of Default*"):

A. Tenant fails to pay when or before due any sum of money required to be paid by Tenant under this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord;

B. Except as provided in paragraph (c) next below, Tenant fails to perform or comply with any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) calendar day period, then such failure shall be deemed to be rectified or cured if Tenant shall, within said thirty (30) calendar day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than one hundred eighty (180) days after such written notice;

C. Tenant violates the CDGB Terms and Conditions set forth in Exhibit "C" and such violation continues for more than thirty (30) days after written notice from Landlord;

D. Tenant makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect and, to the extent the same is susceptible to being cured, such representation or warranty remains incorrect for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided that if such incorrect representation or warranty complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within such thirty (30) calendar day period, then such incorrect representation or warranty shall be deemed to be rectified or cured if Tenant shall, within such thirty (30) calendar day period, commence to rectify and cure the same

and shall thereafter complete such rectification and cure with all due diligence;

E. There is filed any petition in bankruptcy by or against Tenant, which petition is not dismissed within ninety (90) days of its filing, or there is appointed a receiver or trustee to take possession of Tenant or of all or substantially all of the assets of Tenant, or there is a general assignment by Tenant for the benefit of creditors, or any action is taken by or against Tenant under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect, including, without limitation, the filing of execution or attachment against Tenant and such levy continues in effect for a period of sixty (60) days; and

F. If Tenant abandons or vacates the Property for thirty (30) consecutive days or fails to operate Tenant's non-profit activities on the Property for ninety (90) consecutive days and such condition is not caused by the Property or Improvements being damaged or condemned or due to any situation contemplated by Article 17.3.

13.2. REMEDIES. Upon the occurrence of any Tenant Event of Default, Landlord shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

A. Terminate Tenant's right to possession of the Property by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Property and Improvements to Landlord, or, if permitted by Applicable Laws, Landlord shall have the right to effect a lock out of Tenant from the Property, in which event Tenant hereby releases Landlord from any and all damages including, but not limited to, damages related to interruption of Tenant's business.

B Pursuant to its rights of re-entry, Landlord may, but shall not be obligated to (i) remove all persons from the Property, and (ii) enforce any rights Landlord may have against said Property or store any personal property remaining in the Property in any warehouse or elsewhere at the cost and for the account of Tenant. Tenant agrees to hold Landlord free and harmless of any liability whatsoever for the removal and/or storage of any such personal property, whether of Tenant or any third party whomsoever;

C. Landlord may, without being obligated and without waiving the Tenant Event of Default, cure the Tenant Event of Default, whereupon Tenant shall pay to Landlord, upon demand, all costs, expenses, and disbursements incurred by Landlord to cure the Tenant Event of Default. Landlord shall be permitted to offset said costs, expenses, and disbursements incurred by Landlord against any amounts due or becoming due by Landlord to Tenant under this Lease;

13.3. TERMINATION REQUIRES SPECIFIC NOTICE. Anything contained herein to the contrary notwithstanding, Landlord shall not be deemed to have terminated this Lease or the liability of Tenant to pay any Rent or other sum of money accruing hereunder, by any re-entry pursuant to this Article, or by any action in unlawful detainer or otherwise to obtain possession of the Property, unless Landlord shall specifically notify Tenant in writing that it has so elected to terminate this Lease.

13.4. REMEDIES CUMULATIVE. The various rights, options, elections and remedies of Landlord contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law or in equity.

13.5. NO WAIVER. The waiver by Landlord of any breach of this Lease by Tenant shall not be a waiver of any preceding or subsequent breach of this Lease by Tenant. The subsequent acceptance of Rent or any other payment hereunder by Landlord shall not be construed to be a waiver of any preceding breach of this Lease by Tenant. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein provided shall be deemed to be other than on account of the earliest Rent due and payable hereunder.

13.6 LEGAL PROCEEDINGS. Tenant shall reimburse Landlord, upon demand, for any costs or expenses incurred by Landlord in connection with (i) any Tenant Event of Default, whether or not suit is commenced or judgment entered or (ii) necessary to protect Landlord's interest under this Lease in a bankruptcy or insolvency proceeding, under any Title of the United States Code, as amended. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for a Tenant Event of Default or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. Such attorneys' fees and costs shall be paid by the losing party in such action.

ARTICLE 14
LANDLORD'S DEFAULT

14.1. LANDLORD'S DEFAULT. Each of the following events shall be deemed to be events of default by Landlord under this Lease (each, a "*Landlord Event of Default*", and collectively, "*Landlord Events of Default*"):

A. Landlord fails to pay when or before due any sum of money required to be paid by Landlord under this Lease and such failure continues for thirty (30) days after written notice thereof from Tenant;

B. Landlord shall fail to perform or comply with any other term, covenant or condition of this Lease on the part of Landlord to be kept and performed and such failure continues for thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) calendar day period, then such failure shall be deemed to be rectified or cured if Landlord shall, within said thirty (30) calendar day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence;

C. Landlord makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect and, to the extent the same is susceptible to being cured, such representation or warranty remains incorrect for a period of thirty (30) days after written notice thereof by Tenant to Landlord; provided that if such incorrect representation or warranty complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within such 30-day period, then such incorrect representation or warranty shall be deemed to be rectified or cured if Landlord shall, within such 30-day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence; and

14.2. TENANT'S REMEDIES. Upon the occurrence of any Landlord Event of Default, Tenant shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

A. Tenant may, at its election, terminate this Lease by providing notice thereof to Landlord; and

B. Tenant may, without being obligated and without waiving the default, cure the default, whereupon Landlord shall pay to Tenant, upon demand, all costs, expenses, and disbursements incurred by Tenant to cure the default. Tenant shall be permitted to offset said costs, expenses, and disbursements incurred by Tenant against any amounts due or becoming due by Tenant to Landlord under this Lease.

14.3. TENANT'S WAIVER OF DEFENSES. Tenant hereby waives any and all right, as against Landlord, to assert any claim against Landlord or counter-claim or defense in any action brought by Landlord, whether at law or in equity, on the basis of any asserted invalidity of the Landlord as a governmental authority, the invalidity or illegality of the possession of the Property by the Landlord, or the invalidity or illegality of this Lease; provided, however, that Tenant reserves all of its rights and remedies at law or in equity in the event this Lease is found to be invalid, illegal or unenforceable against Landlord through no action or claim made by Tenant.

ARTICLE 15
DEFAULTS BY LANDLORD; REMEDIES

15.1. DEFAULTS. If Landlord shall neglect or fail to perform or observe any of the terms, covenants or conditions contained in this Lease on its part to be performed or observed, within thirty (30) days after written notice of default or, when more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to proceed diligently to cure such default after written notice thereof, then Landlord shall be liable to Tenant for any and all damages sustained by Tenant as a result of Landlord's breach, and Tenant shall have the right to pursue any other remedies available at law and in equity.

15.2. NON-RECOURSE GROUND LEASE. Notwithstanding anything to the contrary contained in this Lease, including without limitation the remedies of Tenant contained in this Article, if Landlord fails to perform or pay any covenant or obligation on its part to be performed or paid hereunder, and as a consequence thereof, Tenant or its successors and assigns shall obtain a money judgment against Landlord, Tenant agrees to look solely to the interest of Landlord in the Property for the satisfaction of such judgment, and if such interest is insufficient to satisfy the judgment amount, Tenant shall have no right of action nor shall Landlord be liable for any such insufficiency.

ARTICLE 16
REPRESENTATIONS AND WARRANTIES

16.1. LANDLORD'S REPRESENTATIONS AND WARRANTIES. In addition to any other representations and warranties made by Landlord herein, Landlord hereby represents and warrants to Tenant, which representations and warranties are continuing in nature and shall survive throughout the Lease Term, as follows:

A. There are no pending or, to the best of Landlord's knowledge, threatened actions, suits, condemnation or other proceedings before or by any judicial body or any Governmental Authority against or affecting the Property;

B. Landlord has the full authority and power to execute this Lease. This Lease has been duly executed and delivered by Landlord and constitutes the valid and legally binding obligation of Landlord, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

C. Landlord possesses good and marketable fee simple title to the Property;

D. Neither the execution or delivery of this Lease, nor the consummation of the transaction contemplated hereby, will: (i) violate any Applicable Laws, injunction, judgment, order, decree, ruling, charge or other restriction of any authority to which Landlord or the Property is subject; (ii) violate any provision of Landlord's charter documents, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or

other arrangement to which Landlord is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

E. Landlord has not received any written notice nor does it have any knowledge of or intent to levy any special assessment, impose any utility connection moratorium or rezone the Property.

F. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority or third person on the part of Landlord is required in connection with Landlord's execution and delivery of this Lease and the performance of its obligations hereunder.

G. There are no unrecorded contracts, leases, easements or other agreements, or claim of any third party, affecting the use, title, occupancy or development of the Property, and no person, firm or entity has any right of first refusal, option or other right to acquire all or any part of the Property.

16.2 TENANT'S REPRESENTATIONS AND WARRANTIES. In addition to any other representations and warranties made by Tenant herein, Tenant hereby represents and warrants to Landlord, which representations and warranties are continuing in nature and shall survive throughout the Lease Term, as follows:

A. Tenant is a nonprofit corporation validly existing under the laws of the State of Nevada and is an organization described in Section 501(c)(3) or Section 509(a) of the Tax Code.

B. Tenant has the full authority and power to execute this Lease. This Lease has been duly executed and delivered by Tenant and constitutes the valid and legally binding obligation of Tenant, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

C. Neither the execution or delivery of this Lease, nor the consummation of the transaction contemplated hereby, will: (i) violate any Applicable Laws, injunction, judgment, order, decree, ruling, charge or other restriction of any authority to which Tenant is subject; (ii) violate any provision of Tenant's articles of incorporation or bylaws, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which Tenant is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

ARTICLE 17
MISCELLANEOUS

17.1. RELATIONSHIP OF THE PARTIES. Nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between Landlord and any other person or entity (including, without limitation, Tenant) or as causing Landlord to be responsible in any way for the debts or obligations of such other person or entity.

17.2. SUCCESSORS AND ASSIGNS. The parties hereto agree that all the provisions of this Lease are to be construed as covenants and agreements and, except as otherwise specified, that said provisions shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, and permitted successors and assigns.

17.3. FORCE MAJEURE. Neither Party shall be in breach of this Lease if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage,

governmental regulations or control, fire or other casualty, inability to obtain any materials, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained herein shall excuse Tenant from the prompt payment of any Rent or charge required of Tenant hereunder.

17.4. NO WAIVER. A waiver of any given breach or default shall not be a waiver of any other breach or default. The City's consent to or approval of any act by the Girl Scout's requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

17.5. NOTICES. Any notice, demand request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid, at the following addresses:

To Landlord: Attn: Real Estate Administrator
City of Las Vegas
Department of Operations and Maintenance
333 North Rancho Drive, 8th Floor
Las Vegas, Nevada 89106
(702) 229-1021

To Tenant: Attn: Gard Jameson, Treasurer
Volunteers in Medicine of Southern Nevada
4770 Harrison Drive, Suite 200
Las Vegas, NV 89121
(702) 967-0530

Either Party hereto may change its address by giving ten (10) days advance notice to the other Party as provided herein.

17.6. NON-DISCRIMINATION. Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, sexual orientation, creed, national origin or ancestry in the occupancy, tenure or use of the Property or any portion thereof.

17.7. SEVERABILITY. It is agreed that, if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Lease is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

17.8. CHOICE OF LAW / VENUE / ATTORNEY FEES. Any litigation related to this Lease shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada. The governing law shall be the laws of the State of Nevada. In the event that at any time during the Lease Term either party institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful party, fees not to exceed Ten Thousand Dollars and No Cents ($10,000.00).

17.9. ENTIRE AGREEMENT. It is understood that there are no oral or written agreements or representations between the parties hereto affecting this Lease, and that this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, displays, projections,

estimates, agreements and understandings, if any, made by or between Landlord and Tenant with respect to the subject matter thereof, and none shall be used to interpret, construe, supplement or contradict this Lease. This Lease, and all amendments and exhibits thereto, is and shall be considered to be the only agreement between the parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both parties have been merged into and are included in this Lease. There are no other representations, covenants or warranties between the parties and all reliance with respect to representations is solely upon the express representations, covenants and warranties contained in this Lease. The parties agree that any deletion of language from this Lease prior to its mutual execution by Landlord and Tenant shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

17.10. CAPTIONS. The captions and article numbers appearing herein are for convenience only, are not operative parts of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

17.11. AMENDMENTS. To be effective and binding on Landlord and Tenant, any amendment, modification, addition or deletion to the provisions of this Lease must be made in writing and executed by both parties in the same manner as this Lease.

17.12. CONSENT OF THE PARTIES. Wherever in this Lease consent or approval is required, such consent or approval shall be given in writing and shall not be unreasonably withheld, conditioned or delayed, unless otherwise expressly provided; provided, however, that Tenant acknowledge that, for so long as Landlord is a governmental agency, any consent or approval required of Landlord under this Lease, may require Landlord to first follow normal governmental processes, including, to the extent applicable, public notice and a public hearing.

17.13. TIME IS OF THE ESSENCE. Time is of the essence in the performance of all covenants and conditions in this Lease for which time is a factor.

17.14. RECORDATION. This Lease shall not be recorded. However, the parties agree to execute, acknowledge and record a Memorandum of Lease in the form attached hereto as Exhibit "D" and incorporated herein by this reference. A Memorandum of Termination of Lease in the form attached hereto as Exhibit "E" shall also be executed and acknowledged by the Parties, shall be held by Landlord, and shall be recorded by Landlord upon termination of the Lease.

17.15. THIRD PARTIES. Nothing in this Lease, expressed or implied, is intended to confer upon any person, including, without limitation, any entity, other than the parties hereto any rights or remedies under or by reason of this Lease.

17.16. NO BROKERS. Landlord and Tenant each represent and warrant to the other that they have not entered into any written contractual arrangement with, or promised to pay any broker's fee, finder's fee, commission or other similar compensation to, or otherwise agreed to compensate, any real estate agent or broker in connection with this Lease. Landlord and Tenant each agree to indemnify, defend, save and hold the other harmless from and against all Losses incurred by reason of the breach of the foregoing representation and warranty arising from any claim for compensation founded upon or as a result of acts asserted to have been performed on their respective behalf. Such indemnification obligations shall survive any termination of the Lease.

17.17. EXHIBITS INCORPORATED BY REFERENCE. All exhibits attached to this Agreement are incorporated into this Agreement by reference.

17.18. CALENDAR DAYS. Any reference to the work "day" or "days" herein shall mean calendar day or calendar days, respectively, including weekends and all holidays unless otherwise expressly provided. To the extent a deadline falls on a weekend or holiday, the next business day shall be the applicable deadline.

17.19. DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Tenant warrants that it has disclosed on the form attached as Exhibit "F", all officers and board members of VMSN. Throughout the term hereof, VMSN shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

17.20 MORTGAGEABILITY PROVISIONS. Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, or otherwise transfer or encumber Tenant's interest in the Lease without Landlord's prior written consent, which Landlord may approve or withhold in Landlord's reasonable discretion. Upon approval of a leasehold mortgage or deed of trust encumbering Tenant's leasehold interest in the Property, the "Mortgageability Provisions" set forth on Exhibit "G", attached hereto and incorporated herein by reference, shall apply.

[Left Blank Intentionally and Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the date set forth above.

CITY OF LAS VEGAS

By: _____

Carolyn G. Goodman, Mayor

ATTEST:

By: _____

LuAnn D. Holmes, MMC, Acting City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 4/6/15

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

VMSN, INC.

By: _____

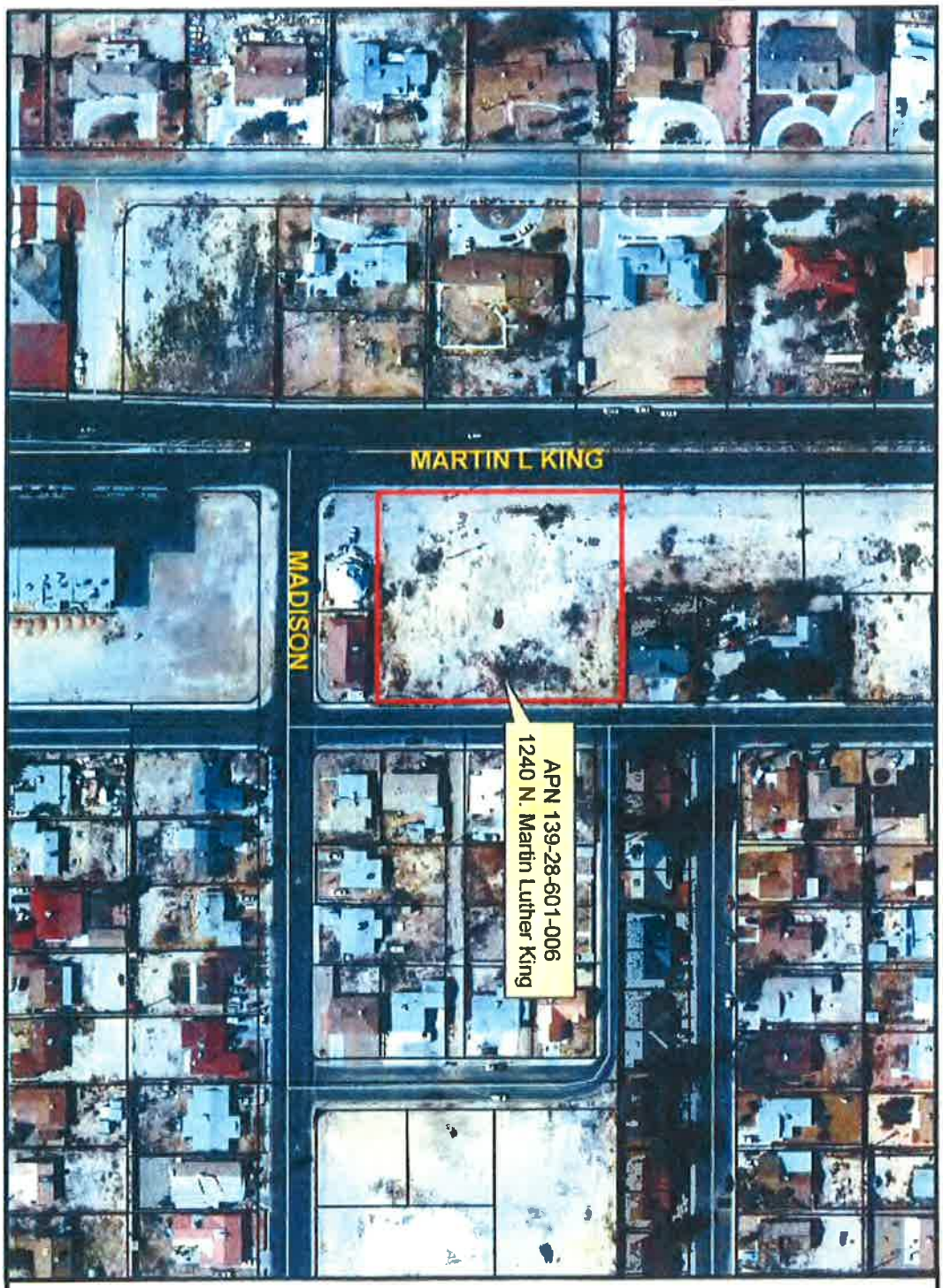
Name: FRANK GARD JAMESON

Title: Treasurer

EXHIBIT A

Site Map

EXHIBIT A



Prepared by the City of Las Vegas
Real Estate Section
4/1/15


Volunteers in Medicine
of Southern Nevada
The Ruffin Family Clinic

EXHIBIT B

Legal Description

EXHIBIT "B"

Legal Description

That portion of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 28, Township 20 South, Range 60 East, MDM, Clark County, Nevada, being LOT 1 of that map in File 119 of Parcel Maps, Page 24, of Clark County, Nevada, Records. Said LOT 1 contains an area of 59,119 square feet, or 1.36 acres.

EXHIBIT C

CDBG TERMS AND CONDITIONS

COMMUNITY DEVELOPMENT BLOCK GRANT
FOR THE PURCHASE OF LAND FOR CONSTRUCTION OF A MEDICAL FACILITY

CDGB TERMS & CONDITIONS

WHEREAS, the City ("City" or "Landlord")and Volunteers in Medicine of Southern Nevada ("VMSN" or "Tenant") are entering into that certain ground lease ("Lease") for the long-term ground lease of the Property, as defined in the Lease, subject to the special terms and conditions of the Community Development Block Grant ("CDGB") as contained herein (the "CDGB Terms and Conditions").

SPECIAL TERMS & CONDITIONS

SECTION I TENANT'S RESPONSIBILITIES. In consideration of the CDBG grant funding used to purchase APN 139-28-601-006, the Tenant agrees to construct the Project, a 12,000 square foot medical facility, as depicted on Exhibit "A", attached hereto and incorporated herein, to provide access to healthcare for low income youth and adults for the Period of Compliance set forth in Exhibit "B" Project Description and Requirements, attached hereto and incorporated herein.

SECTION II TERM. The obligation to comply with the CDGB Terms and Conditions shall commence in accordance with the construction timeline set forth in the Schedule of Performance, Exhibit "C" attached hereto and incorporated, and shall continue to and effect until expiration of the Period of Compliance set forth in the Project Description and Requirements.

SECTION III CITY GENERAL CONDITIONS

A. ON-SITE MONITORING AND AUDIT OF RECORDS. The Project will be subject to on-site monitoring by duly authorized representatives of the City including, without limitation, City-contracted independent auditors, representatives of HUD and/or the Comptroller of the United States, or any combination thereof. The representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to all records pertaining to the Project. The representatives may, on occasion, interview Project employees who volunteer to be interviewed by the City representatives.

The Tenant shall allow duly authorized representatives from the City to conduct such reviews, audits, and on-site monitoring of the Project as deemed appropriate in order to determine the following:

1. Whether the national and primary objectives of the CDBG Program are being achieved by the Project;

2. Whether the Project is being operated in a reasonably efficient and effective manner;

3. Whether proper management control systems and internal procedures have been established to meet the objectives of the CDBG Program;

4. Whether the financial operations of the Project are being conducted properly;

5. Whether the annual reports to the City concerning the Project contain accurate and reliable information; and

6. Whether all of the activities of the Project are being conducted in compliance with applicable federal, state and local laws and regulations and the CDGB Terms and Conditions.

B. MAINTENANCE OF RECORDS. The Tenant agrees to maintain financial records and supporting documentation related to the Project according to the requirements of HUD, the City, and in accordance with standard accounting principles and procedures and to retain them for a period of five years, except those records subject to audit findings which shall be retained for three years after such findings have been resolved.

C. RIGHT TO REVIEW AND AUDIT. The Tenant agrees to permit the City or its designated representatives to inspect and audit its records and books related to the Project at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning the Tenant's operation of the Program. The Tenant further understands and agrees that the inspection and audit would be exercised upon written notice to the Tenant. If the Tenant records or books are not located within Clark County Nevada, Tenant agrees to deliver the records or books to the address within the City of Las Vegas designated by the City. If the City or its designated representative(s) finds that the records delivered by the Tenant are incomplete, the Tenant agrees to pay the City or its representative(s)' the costs to travel (including travel, lodging, meals, and other related expenses) to the Tenant's offices to inspect and audit, as deemed necessary, all of the records pertaining to the Program, including the performance records that may be required by relevant directives from the funding sources of the City.

D. REVISIONS. Any change in the Project as described in the Project Description and Requirements must be in accordance with the the CDGB Terms and Conditions, and made by a written request to the City of Las Vegas. In addition, the Director of the Office of Community Services is authorized to sign amendments which amend or revise the CDGB Terms and Conditions provided the amendment or revision is without any funding impact. Any such change to the CDGB Terms and Conditions must not jeopardize the CDBG Program funding to the City.

E. GROUNDBREAKING/GRAND OPENING EVENTS. The Tenant agrees to be responsible for all costs incurred for groundbreaking and grand opening ceremonies for the Project. In addition, the Tenant agrees to coordinate any ceremonial events concerning the Project with the Director of the Office of Community Services or his designee including, without limitation, review and approval of the date selected for the groundbreaking, the invitations, the invitation list, the press release, and the program for the groundbreaking. The City will be responsible for scheduling the event with City-elected officials.

F. AGREEMENT TO DEVELOPMENT CONDITIONS. The Tenant agrees to comply with any and all development conditions imposed or established by the City Council, the City Planning Commission, the City Board of Zoning Adjustment, and by the City Planning Department, as may be stated in the Project Description and Requirements. If necessary, the City reserves the right to amend such conditions to comply with the City of Las Vegas General Plan, with Title XIX of the Municipal Code of the City of Las Vegas, and with any applicable state, local, and federal law.

SECTION IV FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES 24 CFR 570.200(j). As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES (24 CFR 570.207) AND HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE. The Tenant agrees not to use CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

The Tenant further agrees that none of the personnel employed in the administration of the defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of the Hatch Act Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME (24 CFR 570.500, 570.504). As used herein, "Program Income" as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;

2. Proceeds from the disposition of equipment purchased with CDBG funds;

3. Gross income from the use or rental of real or personal property acquired by Tenant with CDBG funds, less costs incidental to generation of the income;

4. Gross income from the use or rental of real property, owned by Tenant , that was constructed or improved with CDBG funds, less costs incidental to generation of the income;

5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and

6. Interest earned on program income pending its disposition.

The Tenant agrees that any Program Income generated by the Project shall be subject to the provisions of this Section and applicable federal law rules and regulations. Program Income shall be recorded separately and returned to the City for disposition. Upon approval by the City, Program Income may be retained by Tenant provided that written notification is given by the Director of the Office of Community Services and that the income is to be used for the exclusive benefit of the Program. Such income may be used only according to the guidelines set forth in the HUD regulations.

D. OTHER PROGRAM REQUIREMENTS (CFR TITLE 24). The Tenant shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600-570.612, except that the Tenant will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

E. GENERAL (24 CFR 570.600). The Tenant agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

F. CIVIL RIGHTS ACT OF 1964 (24 CFR 570.601), FAIR HOUSING ACT (24 CFR 570.601) EXECUTIVE ORDER 11063 (24 CFR 570.601). the CDGB Special Terms and Conditions are subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Tenant to use Federally-funded property for the purpose for which the Federal funds were awarded.

G. HOUSING AND COMMUNITY DEVELOPMENT ACT (24 CFR 570.602), AGE DISCRIMINATION ACT OF 1975 (24 CFR 570.602(c) AND SECTION 504 OF THE REHABILITATION ACT OF 1973 (24 CFR 570.602(c). The CDGB Special Terms and Conditions are subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be

excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

H. ENVIRONMENTAL STANDARDS (24 CFR 570.604). The CDGB Special Terms and Conditions are subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

I. NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 570.605). The CDGB Special Terms and Conditions are subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

J. DISPLACEMENT, RELOCATION, ACQUISITION AND REPLACEMENT OF HOUSING (24 CFR 570.606). The Tenant shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

K. EMPLOYMENT AND CONTRACTING OPPORTUNITIES (24 CFR 570.607). The Tenant shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

L. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR TENANTS (24 CFR 570.609). The CDGB Special Terms and Conditions are subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

M. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES (24 CFR 570.502, 570.610). The Tenant shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions." Such audits shall be conducted annually. The Tenant shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements," implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" or the related CDBG provisions.

N. CONFLICT OF INTEREST (24 CFR 570.611). The CDGB Special Terms and Conditions are subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Tenant who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

O. LIMITED ENGLISH PROFICIENCY (LEP). Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 12166 and Title VI provisions as a condition of receiving federal funds. The failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI of the Civil Rights Act involving protections to persons based upon national origin.

P. DRUG-FREE WORKPLACE. As a condition to receiving the CDBG Funds, the Tenant agrees to comply with the provisions of the Drug Free Workplace Act of 1988, 24 CFR Part 21, which requires that Tenant shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

Q. EXPIRATION OR REVOCATION. Upon the expiration or revocation of the CDGB Special Terms and Conditions , the Tenant shall transfer to the City the CDBG Funds on hand at that time and any accounts receivable attributable to the use of CDBG Funds.

R. ANTI-LOBBYING. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits Tenant from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no federal appropriated funds have been paid or will be paid, by or on behalf of the Tenant to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

S. AMERICANS WITH DISABILITIES ACT. The Tenant agrees to comply fully with any and all provisions of the Americans with Disabilities Act (herein "ADA") as applicable to the Tenant and the activities to be performed by Tenant. If employing more than fifteen (15) employees, the Tenant agrees to comply fully with Title I of ADA as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), the Tenant agrees to comply fully with Title III of ADA as set forth at 28 CFR Part 36. If providing public transportation, the Tenant agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

T. AUDIT REQUIREMENTS. The CDGB Special Terms and Conditions are subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations." The CDGB Special Terms and Conditions are also subject to an OMB A-133 Audit pursuant to the Single Audit Act, effective December 31, 2003. The Office of Management and Budget requires that grant recipients who expend $500,000 or more in the aggregate during a one year period in federal funds conduct an OMB A-133 audit.

Any agency that expends between $200,000 and $499,999, inclusive, in federal funds will be required to have a CPA Audited Financial Statement submitted to the CITY. The funds expended may be from one or multiple federal sources.

If the Tenant falls under the requirements of OMB A-133 Auditing Rules, the Tenant must submit a full and complete copy of such audits to Office of Community Services. The Tenant is responsible for

ensuring that such audits are completed in a proper and timely manner. The failure to submit a copy of the A-133 Audit as required herein will render the Tenant as non-compliant, and no funds may be drawn until the Office of Community Services has received and reviewed the copy of the audit. The Tenant is directed to the CDBG Program Manual for further guidance on the requirements of this Section.

U. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY. In accordance with the United States Office of Management and Budget OMB Circular A-87, "Cost Principles of State and Local Governments", and OMB Circular "A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations", the following shall apply:

1. Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of $500 or more and a useful life of more than one year.

2. Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

3. Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. The Tenant will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the City shall provide the Tenant with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income portion of the CDGB Special Terms and Conditions are. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.

4. When non-expendable personal property has been fully depreciated in accordance with the City's 5-year straight-line schedule, and the property is disposed of for cash, the Tenant may retain such funds provided that Tenant notifies the City in writing and that the Tenant uses such funds for the exclusive benefit of the Program.

5. Pursuant to 24 CFR Part 570.503, the Tenant must transfer upon expiration of the the CDGB Special Terms and Conditions any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to the CDGB Special Terms and Conditions.. In addition, any real property as described above either acquired or improved in whole or in part, in excess of $25,000, shall be used to meet one of the National Objectives pursuant to Part 570.208, until such time as the land is purchased from the City at Fair Market Value. If not used as such, the Tenant must dispose of such real property in a manner which results in the reimbursement to the City for the amount of the current fair market value of the property less the portion of the current market value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the City.

SECTION V MODIFICATION OR TERMINATION.

A. AMENDMENT OR REVISION REQUIRED BY HUD. The Tenant and the City hereby agree to amend or otherwise revise the CDGB terms and Conditions should such modification be required by HUD and/or any applicable federal statutes or regulations.

B. ENFORCEMENT REMEDIES. The Tenant agrees that the CDGB Terms and Conditions are subject to the federal enforcement procedures identified in 24 CFR Part 84.62. The remedies available to the City for noncompliance with any of the terms, conditions or obligations of the CDGB Grant shall

include, but are not limited to, the following:

1. Temporary withholding of cash payments pending correction of the deficiency by the Tenant or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,

2. Disallowance (such as denying the use of the CDBG funds) for all or part of the cost of the activity or action not in compliance,

3. Whole or partial suspension of the current funding award for the Project,

4. Termination, and recovery or recapture all or a portion of the CDBG Funds provided to the Tenant,

5. Withholding of further funding or awards for the Project, or

6. Adoption of other remedies that may be legally available.

The City reserves the right to set the terms and conditions for suspension or termination of the CDBG funding provided hereunder, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance by the Tenant. Any notice of termination for noncompliance shall be given to the Tenant no less than ten (10) days before the effective date of such termination and sent to the address in the introduction paragraph of this Agreement.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted herein will be deemed to be inserted herein, and the CDGB Terms and Conditions shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

D. NOTIFICATION OF AGENCY CHANGES. The Tenant must notify the City in writing within 15 days after the occurrence of any of the following changes: Key staff change, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the Tenant.

EXHIBIT "A"

PROJECT RENDERING

(next page)

EXHIBIT A

MARTIN L KING
MADISON
APN 139-28-601-006
1240 N. Martin Luther King
N
Prepared by the City of Las Vegas
Real Estate Section
4/1/15


Volunteers in Medicine
of Southern Nevada
The Ruffin Family Clinic

EXHIBIT "B"

PROJECT DESCRIPTION AND REQUIREMENTS

EXHIBIT "B"

PROJECT DESCRIPTION AND REQUIREMENTS

1. PROJECT DESCRIPTION. Subsequent to the execution of the Agreement, and subject to requirements contained therein and herein, the City will purchase the Property and ground lease the Property to Tenant to facilitate the construction of a 12,000 square foot medical facility to provide access to healthcare for low income youth and adults ("the Project").

2. PROJECT SITE. The Project shall be constructed on the real property owned by the City as detailed in the Lease.

3. PROJECT CONDITIONS. The conditions, which may enhance or constrain the ability of the Tenant to effectively construct the Project, are as follows: NONE.

4. PROJECT COMPLETION DATE AND SCHEDULE OF PERFORMANCE. The Tenant agrees to complete the Project on or before June 30, 2016, unless an extension in writing has been granted by the Director of the Office of Community Services.

The Tenant agrees, to the greatest extent feasible, to provide performance timelines for the Project, which are to be set forth in the Schedule of Performance, Exhibit "C" attached hereto and by this reference incorporated herein as a part hereof. The Schedule of Performance shall state explicitly the deadlines for the completion of all major construction activities to be performed, which will be used by the City to monitor the progress of the Project. The Schedule of Performance shall be provided to the City prior to, and as a condition of, the issuance of the Notice to Proceed by the City for the Project. The Project shall proceed according to the timelines set forth in the Schedule of Performance.

5. COMPLIANCE WITH NATIONAL OBJECTIVE. For the Period of Compliance set forth in Section F below, the Tenant agrees that the Project will be used to provide access to healthcare for low income youth and adults, which use is a furtherance of one or more of the National Objectives set forth in 24 CFR 570.208.

6. PERIOD OF COMPLIANCE. The Tenant agrees to comply with all of the requirements of the Lease and these Special Conditions, and the federal rules and regulations of the CDBG Program, or the Project, including the requirement that the Project will be used to meet one or more of the National Objectives set forth in 24 CFR 570.208 in perpetuity (the "Period of Compliance"). Any change in the use of the Project during the Period of Compliance must comply with the requirements of 24 CFR 570.505.

7. REPAYMENT OF CDBG FUNDS. If, during the Period of Compliance, any of the following occurs:

A. the Tenant ceases to use the Project to meet the National Objective as described in Section E above;

B. the Tenant loses its rights, title or interest in, or legal possession of, the improvements built on the Property; or

C. the Tenant does not comply with the requirements of the Lease and these Special Terms & Conditions;

then, in such event, upon the request of the City, the Tenant will repay to the City, without interest, the entire amount of the CDBG Funds received from the City, or that amount equal to the current market value of the Property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to the Property, whichever is greater, after notice and expiration of any

applicable cure period. In the event that the Tenant fails to repay the CDBG Funds as required herein, the City shall be entitled to all remedies at law or in equity.

8. CONSTRUCTION COMPLIANCE REQUIRED. In constructing the Project pursuant to the Lease and these Special Terms & Conditions, the Tenant agrees that such construction shall comply with any and all applicable federal, state, and local building codes, housing codes, and health, fire and safety codes.

9. APPRAISAL OF PROPERTY. The Tenant understands that it is the policy of the City to secure as collateral an interest in any and all real property being financed with federal funds. Accordingly, for properties involving acquisition of real property, improvements to real property, or a combination thereof, the City shall not provide funding in excess of fair market value of the subject property. Therefore, the City shall require an appraisal to ascertain fair market value. For projects involving acquisition and improvements to the real property, the City shall require an appraisal indicating the fair market value of the property including all improvements to be made to the property. The City will not disburse any funds pursuant to this Agreement until such appraisal is received to the satisfaction of the City.

10. NOTICE TO PROCEED/CONSTRUCTION CONTROL. For any construction activities financed in whole or in part by the CDBG Funds pursuant to this Agreement, the Tenant agrees not to commence construction of the Project until the Director of the Office of Community Services issues to the Tenant a Notice to Proceed in writing. The Tenant further agrees that the City may require the Tenant use a licensed voucher control company approved by the City to monitor and review the Project expenses eligible for reimbursement under this Agreement, unless specified otherwise in writing by the Director. Subsequent to receipt of the Notice to Proceed, the Tenant must provide the City.

11. NOTICE. All required notices hereunder, or communications regarding interpretation of or changes to the terms herein, shall be made by mailing the notice or communication, registered or certified mail, return receipt requested, postage prepaid and address to the City or the Tenant as follows:

CITY:
Stephen K. Harsin, Director
Office of Community Services
City of Las Vegas
City Hall, 5th Floor
495 South Main Street
Las Vegas, NV 89101
FAX Number: 702-383-6306

TENANT:
Florence Jameson, President
Volunteers in Medicine of Southern Nevada
4770 Harrison Drive, #200
Las Vegas, NV 89121

EXHIBIT "C"

SCHEDULE OF PERFORMANCE

ACTION	DATE
Meet with City Las Vegas	7/2014
City of Las Vegas issue Notice to Proceed	10/2014
Ground Breaking Ceremony	10/2014
Proposed Ground Breaking	11/2014
Volunteers in Medicine sign Lease	4/2015
25% Completion Milestone	5/2015
50% Completion Milestone	6/2015
75% Completion Milestone	8/2015
100% Completion Milestone	11/2015
Grand Opening Ceremony	1/2016

EXHIBIT "D"

PROJECT BUDGET

Organization: Volunteers in Medicine of Southern Nevada

Project: Capital Project

Program: Community Development Block Grant, Fiscal Year 2014/2015

Project Budget

Account	Description	Amount Authorized
	Land Purchase	$400,000

Budget Summary

Item	Estimated Cost	CDBG Funded
Land	$414,000	$400,000
Existing Building(s)	$0	$0
Demolition Costs	$0	$0
New Building Costs	$1,806,000	$0
Rehabilitation Costs	$0	$0
Site Work	$2,500,000	$
Off-Site Improvements	$0	$0
Permit / Fees	$273,000	$0
Architectural & Engineering	$198,000	$0
Other	$90,000	$0
Total Estimated Costs	$2,781, 000	$400,000

EXHIBIT D

MEMORANDUM OF LEASE

APN 139-28-601-006

Recording Requested by &
Return Documents to:

Attn: _____
_____
_____
_____

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") dated the _____ day of _____, 2015 is entered into between the City of Las Vegas, a municipal corporation of the State of Nevada ("Landlord") and the VMSN, Inc., a Nevada non-profit corporation ("Tenant") with reference to the following facts:

RECITALS

WHEREAS, Landlord and Tenant are the landlord and tenant, respectively, under that certain ground lease agreement dated the _____ day of _____, 2015 (the "Lease"), relating to certain real property, APN 139-28-601-006, located in the City of Las Vegas, County of Clark, State of Nevada, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, Landlord and Tenant desire to have this Memorandum recorded in the Official Records of Clark County, in order to put interested parties on notice of the existence of the Lease.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord for commencing on the _____ day of _____, 2015, and terminating thirty (30) years thereafter with three additional option terms of ten (10) years each, all subject to and on terms and conditions more fully set forth in the Lease.

2. This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of a conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

3. The Lease is on file with the City Clerk of the City of Las Vegas.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

CITY OF LAS VEGAS

By:_____
Carolyn G. Goodman, Mayor

Attest:

By: _____
LuAnn D. Holmes, MMC, Acting City Clerk

Approved as to Form:

By: _____
Deputy City Attorney Date

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the _____ day of _____, 2015 by Carolyn G. Goodman as Mayor of the City of Las Vegas, a Nevada municipal corporation.

_____
Notary Public

[Signatures Continued on Next Page]

VMSN, Inc.

By: _____

Name: _____

Title: _____

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the _____ day of _____, 2015 by [INSERT NAME] as [INSERT TITLE] of the VMSN, Inc.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

That portion of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 28, Township 20 South, Range 60 East, MDM Clark County, Nevada, being LOT 1 of that map in File 119 of Parcel Maps, Page 24, of Clark County, Nevada, Records. Said LOT 1 contains an area of 59,119 square feet or 1.36 acres.

EXHIBIT E

MEMORANDUM OF TERMINATION OF LEASE

APN: 139-28-601-006

WHEN RECORDED MAIL TO AND
MAIL TAX STATEMENTS TO:

Attn: _____
_____
_____
_____

TERMINATION OF MEMORANDUM OF LEASE

The City of Las Vegas, a municipal corporation of the State of Nevada ("Landlord") and VMSN, INC., a Nevada non-profit corporation ("Tenant") are parties to that certain ground lease agreement (the "Lease"), dated _____, 2015, also known as _____ in the public records of the Clark County Recorder, for the lease of Assessor's Parcel No. 139-28-601-006 and legally described as follows:

That portion of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 28, Township 20 South, Range 60 East, MDM Clark County, Nevada, being LOT 1 of that map in File 119 of Parcel Maps, Page 24, of Clark County, Nevada, Records. Said LOT 1 contains an area of 59,119 square feet or 1.36 acres.

Notice is hereby given that the Lease was terminated effective _____.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the City of Las Vegas and VMSN, Inc. have caused this Termination of Memorandum of Lease to be duly executed as of the date and year first above written.

CITY OF LAS VEGAS

By:_____
Carolyn G. Goodman, Mayor

Attest:

By: _____
LuAnn D. Holmes, MMC, Acting City Clerk

Approved as to Form:

By: _____
Deputy City Attorney Date

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the _____ day of _____, 2015 by Carolyn G. Goodman as Mayor of the City of Las Vegas, a Nevada municipal corporation.

_____
Notary Public

[*Signatures Continued on Next Page*]

VMSN, INC.

By: _____

Name: _____

Title: _____

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the _____ day of _____, 2015 by [INSERT NAME] as [INSERT TITLE] of the VMSN, Inc.

_____
Notary Public

EXHIBIT "F"

DISCLOSURE OF PRINCIPALS

DISCLOSURE OF PRINCIPALS

The Board of Directors of Volunteers in Medicine of Southern Nevada and principals and partners and entities holding more than 1% interest in Volunteers in Medicine of Southern Nevada, if any, are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Florence Jameson	5281 S. Eastern Ave Las Vegas, NV 89119	(702) 262-9676
2. Gard Jameson	PO Box 60250 Boulder City, NV 89006	(702) 271-3409
3. Miriam Bar-on	2040 W Charleston Blvd. Ste 304 Las Vegas, NV 89102	(702) 671-6400
4. Robert Shimoff	52 Contra Costa Pl Henderson, NV 89052	(702) 885-6227
5. Christine Petersen	10395 Brillare Las Vegas, NV 89135	(702) 240-9271
6. Richard Boeglen	9215 Tesoras Dr. Las Vegas, NV 89144	(702) 595-4759
7. Aron Rogers	2410 Fire Mesa St. Ste 180 Las Vegas, NV 89052	(702) 809-5995
8. Sandee Tiberti	16 Wild Dunes Ct. Las Vegas, NV 89113	(702) 349-0159
9. Matt Milone	9555 Hillwood Dr. Ste 200 Las Vegas, NV 89134	(702) 376-5752
10. Cortney Warren	5775 S. Ft Apache Rd Ste 120 Las Vegas, NV 89148	(979) 676-3137
11.		
12.		

[Continued on Next Page]

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

Volunteers in Medicine of Southern Nevada
A Nevada Non-Profit Corporation

By: _____
Name: Christine H. Petersen
Title: Chief Operating Officer

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the 1ST day of APRIL, 2015 by DR CHRISTINE C. PETERSON as PRINCIPAL of the Volunteers in Medicine of Southern Nevada, Inc., a Nevada non-profit Corporation.

Lawrence F Onyeche
Notary Public

LAWRENCE F. ONYECHE
Notary Public, State of Nevada
Appointment No. 12-6542-1
My Appt. Expires Nov 21, 2015

EXHIBIT "G"

MORTGAGEABILITY PROVISIONS

Mortgageability Provisions

1. Definitions. As used in this Lease, the following terms shall have the following meanings:

Section 1.1. Mortgage means any mortgage or deed of trust from time to time entered into between the Tenant and one or more Mortgagees providing financial accommodations to the Tenant creating a lien on the Tenant's interest therein.

Section 1.2. Mortgagee means one or more banks or financial institutions or other persons that may from time to time provide financial accommodations to the Tenant and hold a Mortgage on the Tenant's interest therein.

2. Description of Property. In addition to the Leased Premises described in the Lease, the mortgaged property conveyed and encumbered by the Mortgage may include, to the extent set forth in the Mortgage:

Section 2.1. All present and future estate, right, title and interest of the Tenant in and to the real property described in Exhibit A attached to the Lease, which is created by the Lease, and all present and future amendments, extensions, renewals and supplements to that Lease.

Section 2.2. All present and future options of any kind, rights of first refusal, privileges and other benefits of the Tenant under the Lease including but not limited to those specified in Section 2.5 of the Lease.

Section 2.3. All present and future estate, right, title and interest of the Tenant in and to any and all buildings, structures and improvements now or in the future located on the Leased Premises.

Section 2.4. All present and future subleases and subtenancies under the Lease and all rents, income and profits arising from any such subleases or subtenancies.

Section 2.5. All present and future appurtenances, easements, rights of way and other privileges or rights relating to the Leased Premises, together with any present or future interest of the Tenant in the Leased Premises or in any other land or property arising by virtue of the Lease, including but not limited to access rights and fixtures.

Section 2.6. All interest of the Tenant in and to any present or future condemnation awards, insurance proceeds, or any causes of action, damages or recoveries relating to the Leased Premises.

3. Estoppel Certificate. The Landlord shall, at the reasonable request of the Mortgagee hereunder, to provide a signed statement declaring that the Lease is in full force and effect, that it has not been amended or modified except as set forth, that the Tenant is not then in

default under any of the provisions of the Lease, and that any past defaults have been duly and successfully cured.

4. Merger. There shall be no merger of the Lease, nor of the leasehold estate created thereby, with the fee estate in the premises by reason of the fact that the Lease, or the leasehold estate created thereby, or any interest in either thereof, may be held directly or indirectly by or for the account of any person who shall own the fee estate in the premises or any portion therein, and no such merger shall occur unless and until all persons at the time having any interest in the fee estate and all persons having any interest in the Lease or the leasehold estate, including the Mortgagee, shall join in a written instrument effecting such merger.

5. Amendment or Modification. Neither this Lease nor this Exhibit shall be amended or modified in any manner without the express written consent of the Mortgagee.

6. Right to New Lease. At the option of any purchaser at a foreclosure sale of the leasehold estate or of any purchaser, grantee, or assignee of a deed in lieu of foreclosure from the Tenant or of the Mortgagee upon a termination of the Lease, such holder, purchaser, grantee, assignee or Mortgagee shall thereupon have the option to obtain a new lease in accordance with and upon the following terms and conditions:

Section 6.1. Upon the written request of such party, within thirty (30) days after a transfer as mentioned above, the Landlord shall enter into a new lease of the Leased Premises with such party.

Section 6.2. Such new lease shall be entered into at the cost of the tenant thereunder, shall be effective as of the date of termination of this Lease, and shall be for the remainder of the term of this Lease and at the rent and upon all the agreements, terms, covenants and conditions hereof, including any applicable rights of renewal; such new lease shall require the tenant to perform any unfulfilled obligation of Tenant under the Lease which is reasonably susceptible of being performed by such tenant. Upon the execution of such new lease, the tenant named therein shall pay any and all sums which would at the time of the execution thereof be due under this Lease had it continued in effect.

7. Notices. If the Tenant, or the Tenant's successors or assigns, shall mortgage this Lease in compliance with the provisions herein, then so long as any such Mortgage shall remain unsatisfied of record, the Landlord, upon serving upon the Tenant any notice of default pursuant to the provisions hereof, or any other notice under the provisions of or with respect to this Lease, shall also serve, in the same manner provided herein for the service of notice on Tenant, a copy of such notice upon the Mortgagee, and no notice by Landlord to the Tenant hereunder shall be deemed to have been duly given unless and until a copy thereof has been so served upon the holder of such Mortgage.

8. Insurance. It is agreed, notwithstanding the provisions contained in the body of this Lease to the contrary, that all policies of insurance called for in this Lease shall, in addition to the requirements mentioned in the body of this Lease, contain a standard mortgagee protection

endorsement; and the Mortgagee shall be entitled to participate in the settlement or adjustment of any posses covered by such policies of insurance and no such settlement or adjustment shall be accepted or approved without the specific consent in writing of the Mortgagee.

9. Damage, Destruction or Condemnation Proceeds. In the event that the Leased Premises are damaged by fire or other perils covered by any of the insurance policies required herein or any other policies actually held by the Landlord or the Tenant, or that the Leased Premises are taken or condemned by the power of eminent domain, the proceeds therefrom shall be held by Mortgagee (if that is acceptable to the Landlord and the Tenant) or by a bank or trust company approved by Mortgagee, Landlord and the Tenant subject to the following requirements:

Section 9.1. To be applied to the repair and restoration of the Leased Premises to its previous or to a substantially equivalent condition, with the balance, if any, to be paid to Mortgagee pursuant to the applicable provisions of its Mortgage with respect to damage or condemnation; or

Section 9.2. If it shall be determined between the Tenant, Landlord and Mortgagee that the proceeds from such insurance or condemnation awards will not be sufficient to return the Leased Premises to its previous condition, or a substantially equivalent condition, the proceeds shall then be paid to Mortgagee to the extent of the unsatisfied obligation represented by the Mortgage. Any amount in excess of that to which the Mortgagee is entitled under the Mortgage will be paid to the Tenant and Landlord as provided in the body of this Lease.

10. Liability. Mortgagee shall have no obligations or liability under any of the terms of this Lease unless Mortgagee shall become the owner of the leasehold estate by way of foreclosure (or deed in lieu of foreclosure). Should the Mortgagee, after becoming the owner of the leasehold interest herein by any of the herein mentioned means, subsequently sell, hypothecate, assign or in any manner divest itself of its possessory interest in the premises, its liability or obligations under the terms of this Lease shall cease as of the date of execution of such sale, hypothecation, assignment or divestiture.

11. Defaults. Any Mortgagee, in case Tenant shall be in default hereunder, shall, within the period and otherwise as herein provided, have the right to remedy such default, or cause the same to be remedied, and Landlord shall accept such performance by or at the instance of such Mortgagee as if the same had been made by Tenant.

The Landlord shall not take any action to terminate this Lease because of any default or breach hereunder on the part of the Tenant if the Mortgagee: (i) within sixty (60) days after service of written notice on the Mortgagee by the Landlord of its intention to terminate this Lease for such default or breach, shall cure such default or breach if the same can be cured by the payment or expenditure of money provided to be paid under the terms of this Lease, or (ii) shall diligently take action to obtain possession of the Leased Premises (including possession by receiver) and to cure such default or breach in the case of a default or breach which cannot be

cured unless and until the Mortgagee has obtained possession, or (iii) if such default or breach is not so curable under the foregoing subparagraphs (i) or (ii), shall institute and carry forward with due diligence judicial or non-judicial foreclosure proceedings or otherwise acquire the Tenant's interest hereunder and keep and perform all of the covenants and conditions of this Lease requiring the payment or expenditure of money by the Tenant until such time as said leasehold shall be sold upon foreclosure pursuant to the Mortgage or shall be released or reconveyed thereunder; provided, however, that Mortgagee shall not be required to continue such action for possession or such foreclosure proceedings if such default or breach shall be cured by the Tenant; and provided further that if the holder of the Mortgage shall fail to refuse to comply with any and all of the conditions of this paragraph, then and thereupon the Landlord shall be released from the covenant of forbearance herein contained. In any event, so long as rent and all other monetary obligations required by this Lease are being paid there can be no termination of this Lease.

12. Additional Covenants. At any time and during the time this Lease is mortgaged to a Mortgagee, the Tenant will fully comply with each of the following covenants:

Section 12.1. The Tenant will promptly pay when due all rents, charges and other sums or amounts required to be paid by the Tenant under the Lease. The Tenant will further keep and perform all of the covenants, terms and provisions of the Lease that impose any obligations on the Tenant under the Lease, and will do all other things necessary to preserve and keep unimpaired the rights of the Tenant under the Lease.

Section 12.2. The Tenant will promptly notify the Mortgagee in writing of any default on the part of the Landlord under the Lease, and of the occurrence of any event which, with or without any notice or lapse of time or both, would constitute a default on the part of the Landlord under the Lease.

Section 12.3. The Tenant will promptly send to the Mortgagee a true copy of any notice of default served on the Tenant relating to the Lease.

Section 12.4. The Tenant will not surrender the Lease or its leasehold estate, nor terminate or cancel the Lease, without first obtaining the prior written consent of the Mortgagee. Nor will the Tenant make or consent to any modification, change, supplement, amendment or alteration of any terms of the Lease without first obtaining the prior written consent of the Mortgagee. The Tenant hereby assigns to the Mortgagee all rights which it may have now or in the future to terminate, cancel, modify, change, supplement, amend or alter the Lease.

Section 12.5. The Tenant agrees to exercise any option to renew or extend the Lease if at the time that option becomes exercisable any indebtedness secured by the Mortgage has not been fully paid. The Tenant will confirm exercise of that option to the Mortgagee in writing within ten days after the date on which that option first becomes exercisable. The Tenant hereby irrevocably appoints the Mortgagee as its attorney-in-fact, with full power of substitution, to exercise any such option on behalf of the Tenant if the Tenant for any reason fails or refuses to

exercise that option at least twenty days prior to the expiration of the period of time for its exercise.

Section 12.6. The Tenant must secure the prior written approval of the Mortgagee prior to entering into any sublease under the Lease or assigning any interest in the Lease.

Section 12.7. Upon the Mortgagee's request, the Tenant will submit satisfactory evidence of payment of all of its monetary obligations under the Lease (including but not limited to ground rent, taxes, assessments, insurance premiums and operating expenses).

Section 12.8. If at any time the Tenant fails to comply fully with any of its obligations under the Lease and that failure in any manner threatens to impair the Mortgagee's security under the Mortgage, or if the Mortgagee or the trustee under a deed of trust is given the right to cure any of the Tenant's defaults under the terms of the Lease, then the Mortgagee and/or the trustee may, but is not obligated to, perform any of those obligations on behalf of the Tenant or cure any of the Tenant's defaults. The Mortgagee and/or the trustee may take such action without notice to or demand upon the Tenant and without releasing the Tenant from any obligation under the Mortgage. Any and all costs and expenses (including, but not limited to legal fees and disbursements) incurred by the Mortgagee or the trustee in connection with any such actions will be immediately due and payable by the Tenant on demand and will bear interest, at the rate of ten percent (10%) per annum, from the time of advancement by the Mortgagee or the trustee until repaid.

Section 12.9. The Mortgagee (or the trustee if the Mortgage is a deed of trust) will have the right to appear in and participate in all proceedings, including any arbitration proceedings, which could affect Mortgagee's security or the provisions of the Lease or which relate to the Leased Premises. The Tenant agrees to pay promptly upon demand all reasonable costs and expenses of the Mortgagee and the trustee (including but not limited to legal fees and disbursements) incurred in any such proceedings.

Section 12.10. Any default of the Tenant under the Lease or under this instrument will be a default under the Mortgage.

EXHIBIT C

Form of Grant, Bargain, Sale Deed

APN:

When recorded, return to:
Mail Tax Statements to:

_____
_____
_____
Attn.: _____

GRANT, BARGAIN AND SALE DEED

For the consideration of Ten Dollars and other valuable consideration, the receipt whereof is hereby acknowledged, VMSN , INC., a Nevada non-profit corporation ("Grantor"), does hereby grant, bargain, sell and convey to THE CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("Grantee"), all that real property situated in the County of Clark, State of Nevada, which is described on Exhibit A attached hereto and made a part hereof (the "Property"), together with any improvements located thereon and any and all rights, benefits, privileges, tenements, hereditaments and appurtenances pertaining to the Property.

SUBJECT ONLY TO current taxes and all covenants, conditions, restrictions, reservations, easements and declarations or other matters of record or apparent as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Grant, Bargain and Sale Deed as of the _____ day of _____, 2015.

GRANTOR:

VMSN, INC.,
a Nevada non-profit corporation

By: _____
Name: _____
Its: _____

STATE OF _____)

)ss.

COUNTY OF _____)

This Grant, Bargain and Sale Deed was acknowledged before me on this __ day of _____, 2015 by _____, _____ of Volunteers In Medicine of Southern Nevada, Inc.

Notary Public: _____

My Commission Expires: _____

EXHIBIT "A"
(Legal Description)

Legal Description

That portion of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 28, Township 20 South, Range 60 East, MDM, Clark County, Nevada, being LOT 1 of that map in File 119 of Parcel Maps, Page 24, of Clark County, Nevada, Records. Said LOT 1 contains an area of 59,119 square feet, or 1.36 acres.

EXHIBIT D

DISCLOSURE OF PRINCIPALS

DISCLOSURE OF PRINCIPALS

The Board of Directors of Volunteers in Medicine of Southern Nevada and principals and partners and entities holding more than 1% interest in Volunteers in Medicine of Southern Nevada, if any, are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Florence Jameson	5281 S Easton Ave. Las Vegas, NV 89119	(702) 262-9676
2. Glaad Jameson	PO Box 60250 Boulder City, NV 89006	(702) 271-3409
3. Miriam Bar-on	2040 W. Charleston Ste. 804 Las Vegas, NV 89102	(702) 671-6400
4. Robert Shiroff	52 Contra Costa Pl Henderson, NV 89052	(702) 885-6227
5. Christine Petersen	10395 Brillare Las Vegas, NV 89135	(702) 240-9271
6. Richard Bloeglein	9215 Tesoras Dr. Las Vegas, NV 89144	(702) 595-4759
7. Aron Rogers	2410 Fire Mesa St. Ste. 180 Las Vegas, NV 89052	(702) 809-5995
8. Sandee Tiberti	116 Wild Dunes Ct. Las Vegas, NV 89113	(702) 349-0159
9. Matt Milone	9555 Hillwood Dr. Ste 200 Las Vegas, NV 89134	(702) 376-5752
10. Cortney Warren	5775 S Ft Apache Ste 120 Las Vegas, NV 89148	(979) 676-3737
11.		
12.		

[Continued on Next Page]

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

Volunteers in Medicine of Southern Nevada
A Nevada Non-Profit Corporation

By: _____
Name: Christine A Petersen
Title: Chief Operating Officer

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the 1ST day of APRIL, 2015 by DR. CHRISTINE C. PETERSEN as PRINCIPAL of the Volunteers in Medicine of Southern Nevada, Inc., a Nevada non-profit Corporation.

_____
Notary Public

LAWRENCE F. ONYECHE
Notary Public, State of Nevada
Appointment No. 12-6542-1
My Appt. Expires Nov 21, 2015

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
ABEYANCE ITEM - For possible action to approve a Tavern License for a Change of Ownership FROM: LARRY'S OLD RANCH, INC. TO: THE HIDEAWAY BAR AND GRILL, LLC dba THE HIDEAWAY BAR AND GRILL at 3369 Thom Boulevard [Louann Culver, Managing Member] - Ward 5 (Barlow)

Fiscal Impact

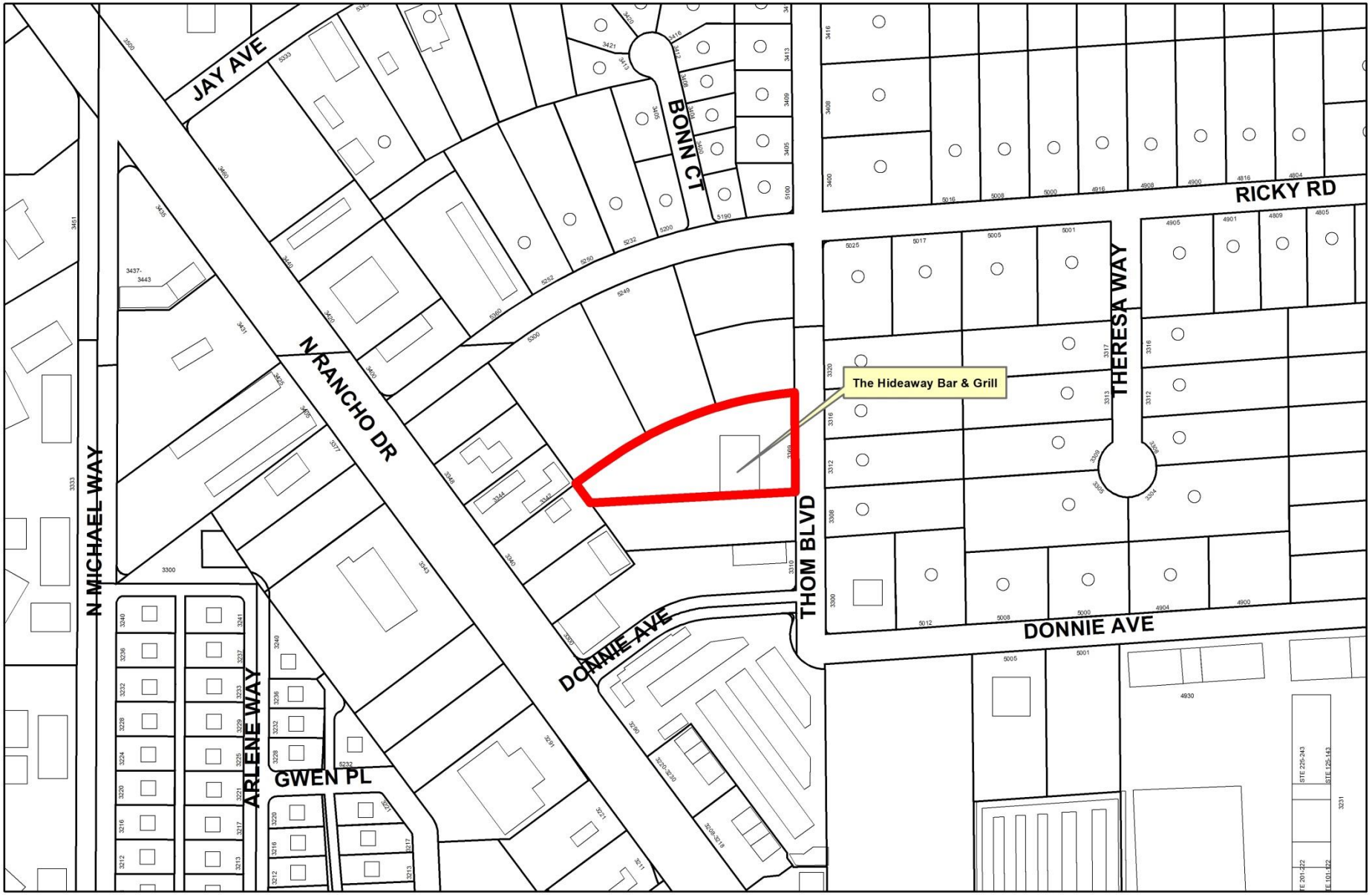
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
For possible action of a Tavern License for a Change of Ownership.

RECOMMENDATION:
Recommend approval, subject to the following conditions:

1. No music or entertainment activity allowed outside of the building.
2. No entertainment after 10:00pm week nights and 1:00am on Friday and Saturday nights.
3. Security Plan must be approved by the Director to include parking area and address any noise emanating from approved entertainment.
4. Doors must remain closed when facility has entertainment.
5. A vestibule may be required by the Licensing authority to mitigate noise impacts.
6. All activities must be confined to the interior of the building.

BACKUP DOCUMENTATION:
Location Map



The Hideaway Bar & Grill
3369 Thom Boulevard
Ward 5

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.
702-229-6301

Date: Thursday, February 05, 2015

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
ABEYANCE ITEM - For possible action to approve a New Restricted Gaming License THE HIDEAWAY BAR AND GRILL, LLC dba THE HIDEAWAY BAR AND GRILL at 3369 Thom Boulevard [Louann Culver, Managing Member] - Ward 5 (Barlow)

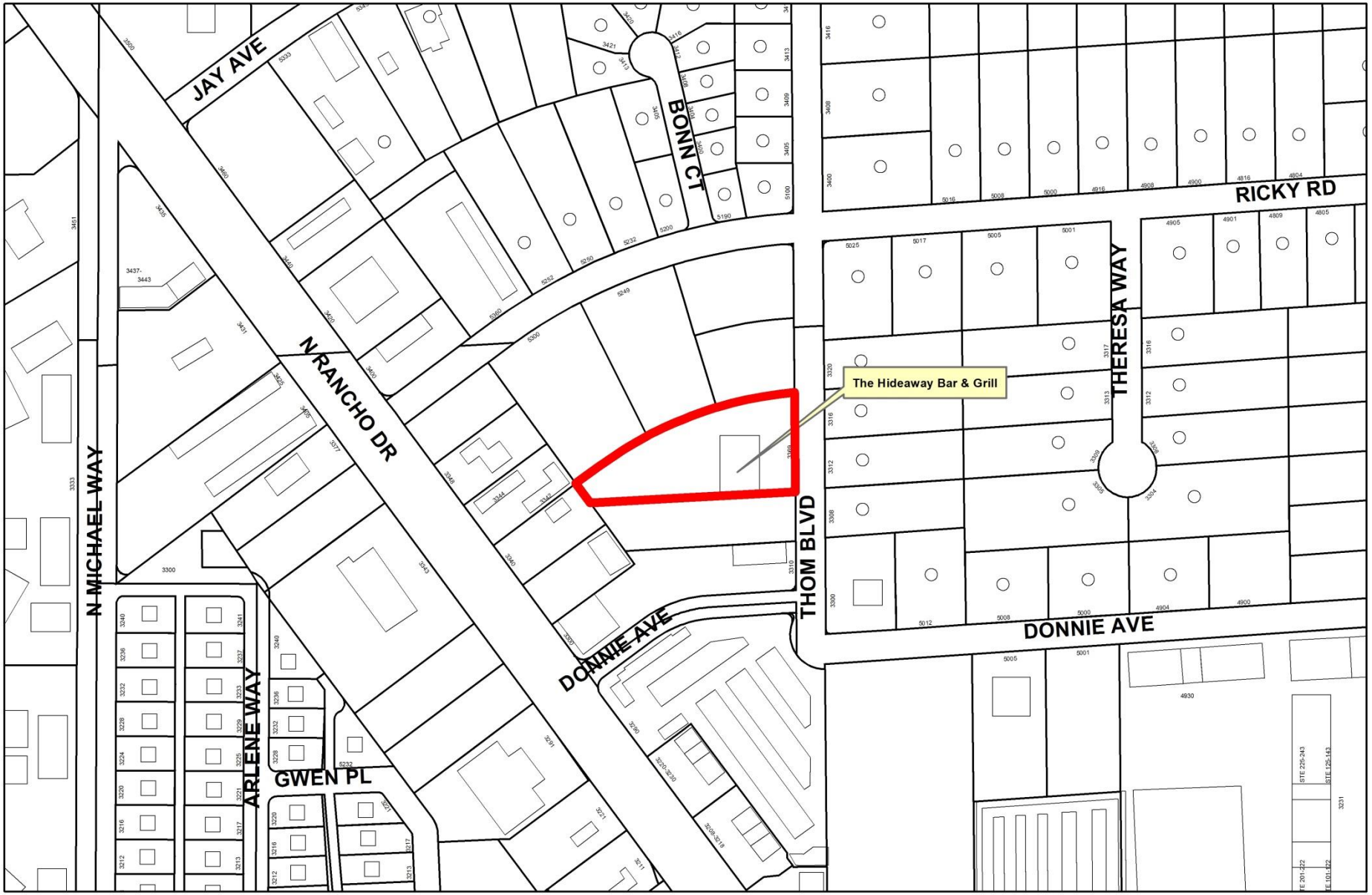
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a New Restricted Gaming License for 15 slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
Location Map



The Hideaway Bar & Grill
3369 Thom Boulevard
Ward 5

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.
702-229-6301

Date: Thursday, February 05, 2015

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
ABEYANCE ITEM - For possible action to approve a New Pistol Permit License, EZ PAWN NEVADA, INC dba EZ PAWN at 6032 West Cheyenne Avenue - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a New Pistol Permit License.

RECOMMENDATION:
Recommend approval, subject to the following condition:

1. No retail sales of long guns or handguns at the business location.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

CITY OF LAS VEGAS NEVADA

City of Las Vegas

AGENDA MEMO

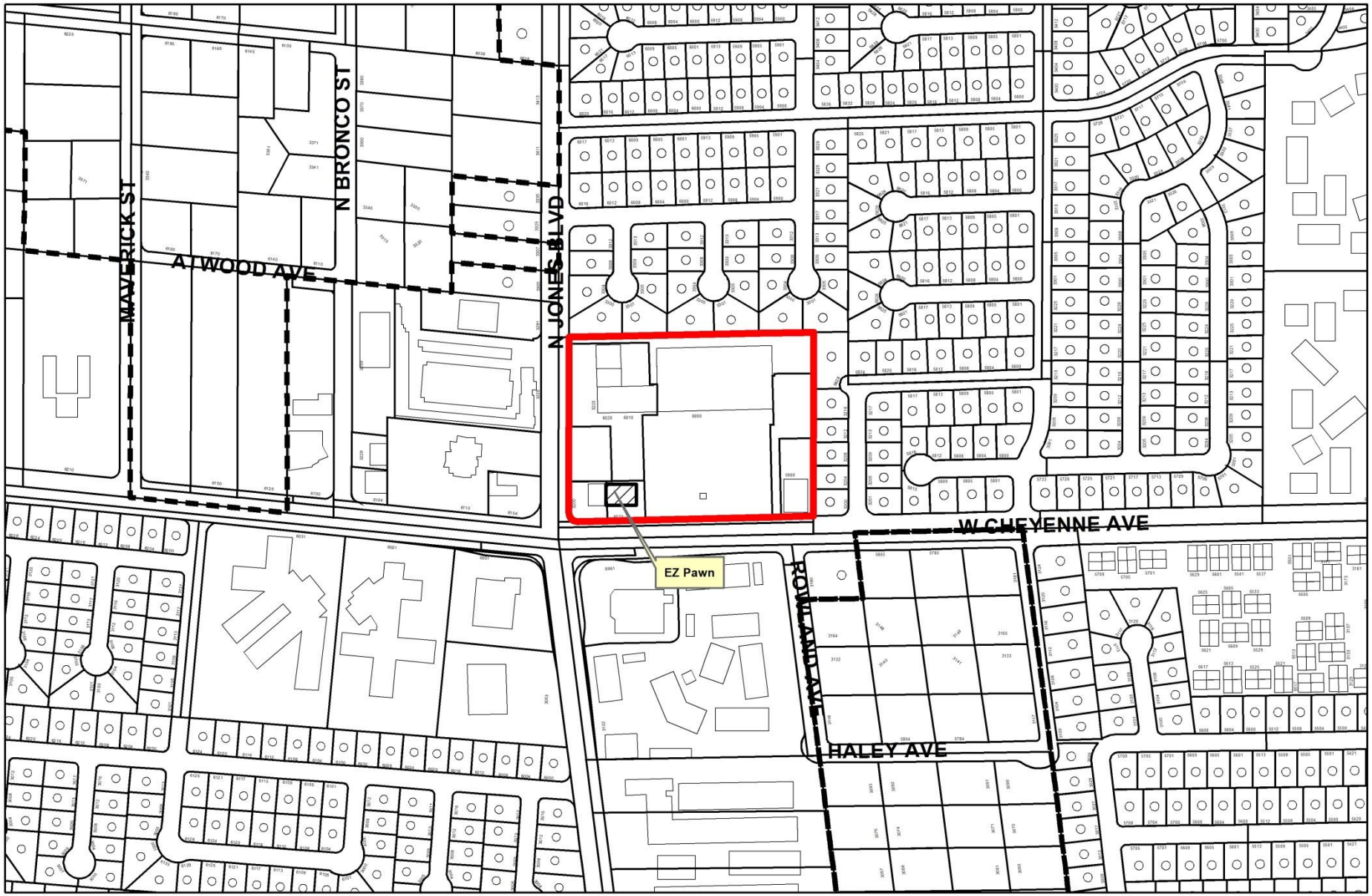
CITY COUNCIL MEETING DATE: MARCH 18, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a New Pistol Permit License, EZ PAWN NEVADA, INC dba EZ PAWN at 6032 West Cheyenne Avenue

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OWNERSHIP:

EZ PAWN NEVADA, INC

William Eric Fosse, President
Thomas H. Welch, Senior VP, Asst Secy
Ellen Bryant, VP, Asst Secy
Stephen Brown, VP
Nanci Tucker, VP



EZ Pawn
6032 West Cheyenne Avenue
Ward 5

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.
702-229-6301

Date: Monday, February 09, 2015

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Tavern License for a Change of Ownership FROM: JG SAHARA, LLC TO: BKS NEVADA, LLC dba CITY BAR at 1000 East Sahara Avenue, Suite #105 [Bradley Stegman, Managing Member] - Ward 3 (Coffin)

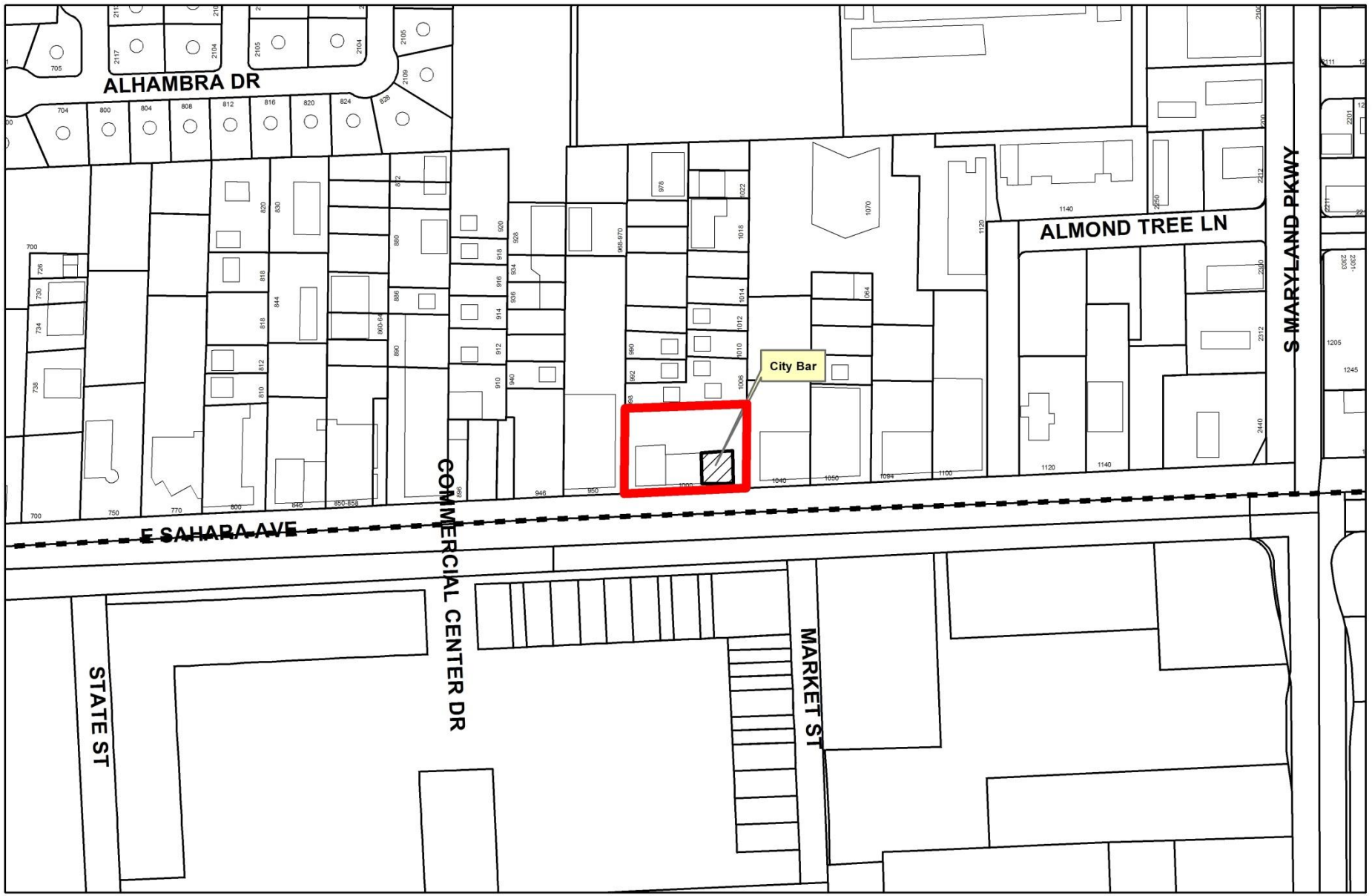
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action of a Tavern License for a Change of Ownership.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
Location Map



City Bar
1000 East Sahara Avenue, Suite #105
Ward 3

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.
702-229-6301

Date: Wednesday, March 25, 2015

City of Las Vegas Agenda Item No.: **27.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a Temporary Restaurant With Alcohol License for a Change of Ownership FROM: BRIAD RESTAURANT GROUP, LLC TO: ALEX STRATTA, LLC dba TAPAS BY ALEX STRATTA at 440 South Rampart Boulevard, Suite #180 - Ward 2 (Beers)

Fiscal Impact

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

PURPOSE/BACKGROUND:

For possible action to approve a Temporary Restaurant With Alcohol License for a Change of Ownership.

RECOMMENDATION:

Recommend approval of the temporary restaurant with alcohol license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:

1. Ownership
2. Location Map

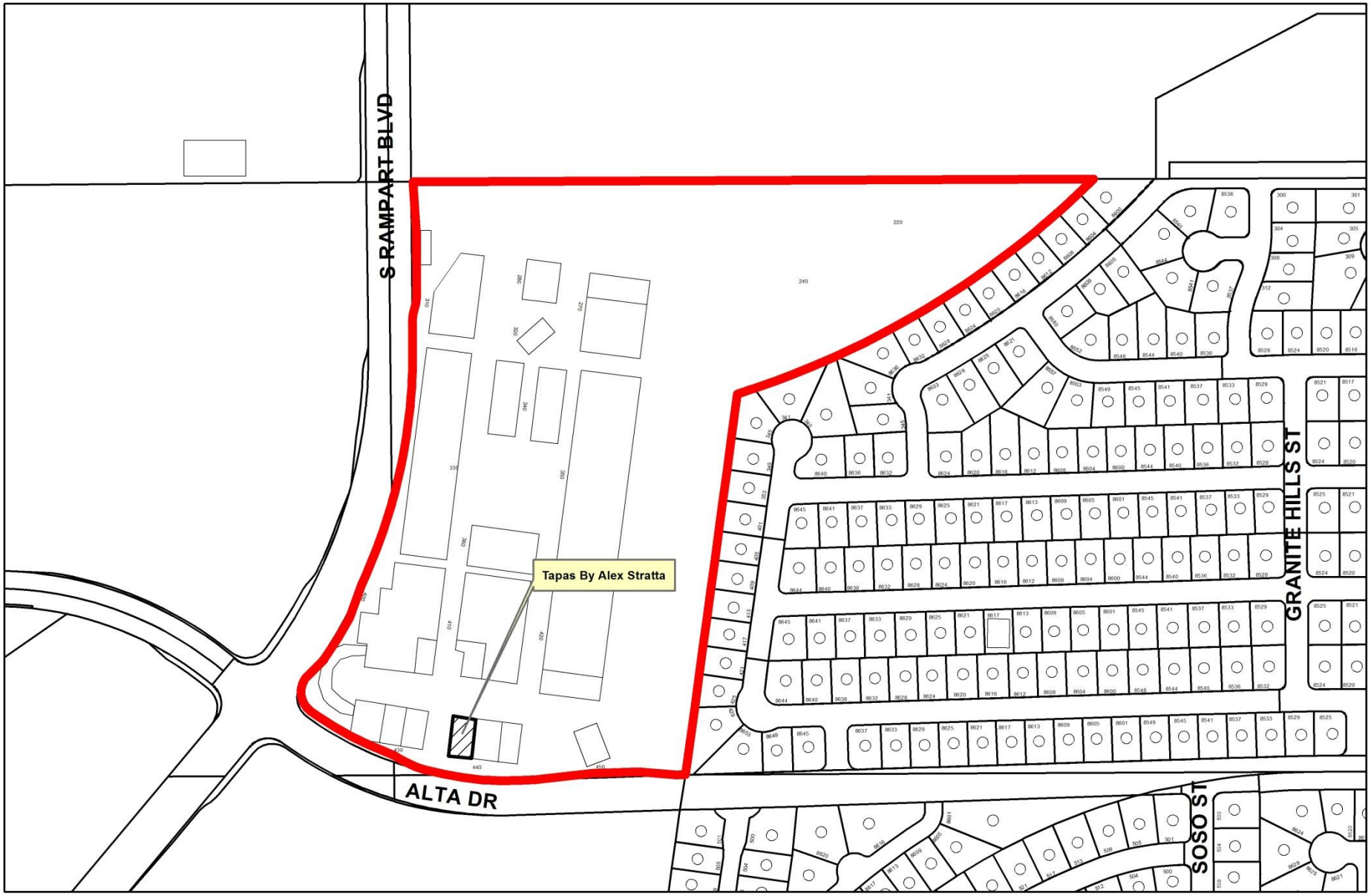
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 15, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Temporary Restaurant With Alcohol License for a Change of Ownership FROM: BRIAD RESTAURANT GROUP, LLC TO: ALEX STRATTA, LLC dba TAPAS BY ALEX STRATTA at 440 South Rampart Boulevard, Suite #180

OWNERSHIP:

ALEX STRATTA, LLC
Eva D. Littman, Managing Member
Alex Stratta, Managing Member



Tapas By Alex Stratta
440 South Rampart Boulevard, Suite #180
Ward 2

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.
702-229-6301

Date: Wednesday, March 25, 2015

City of Las Vegas Agenda Item No.: **28.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a New Package Liquor License WALGREEN CO dba WALGREENS #7864 at 7755 North Durango Drive - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action of a New Package Liquor License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

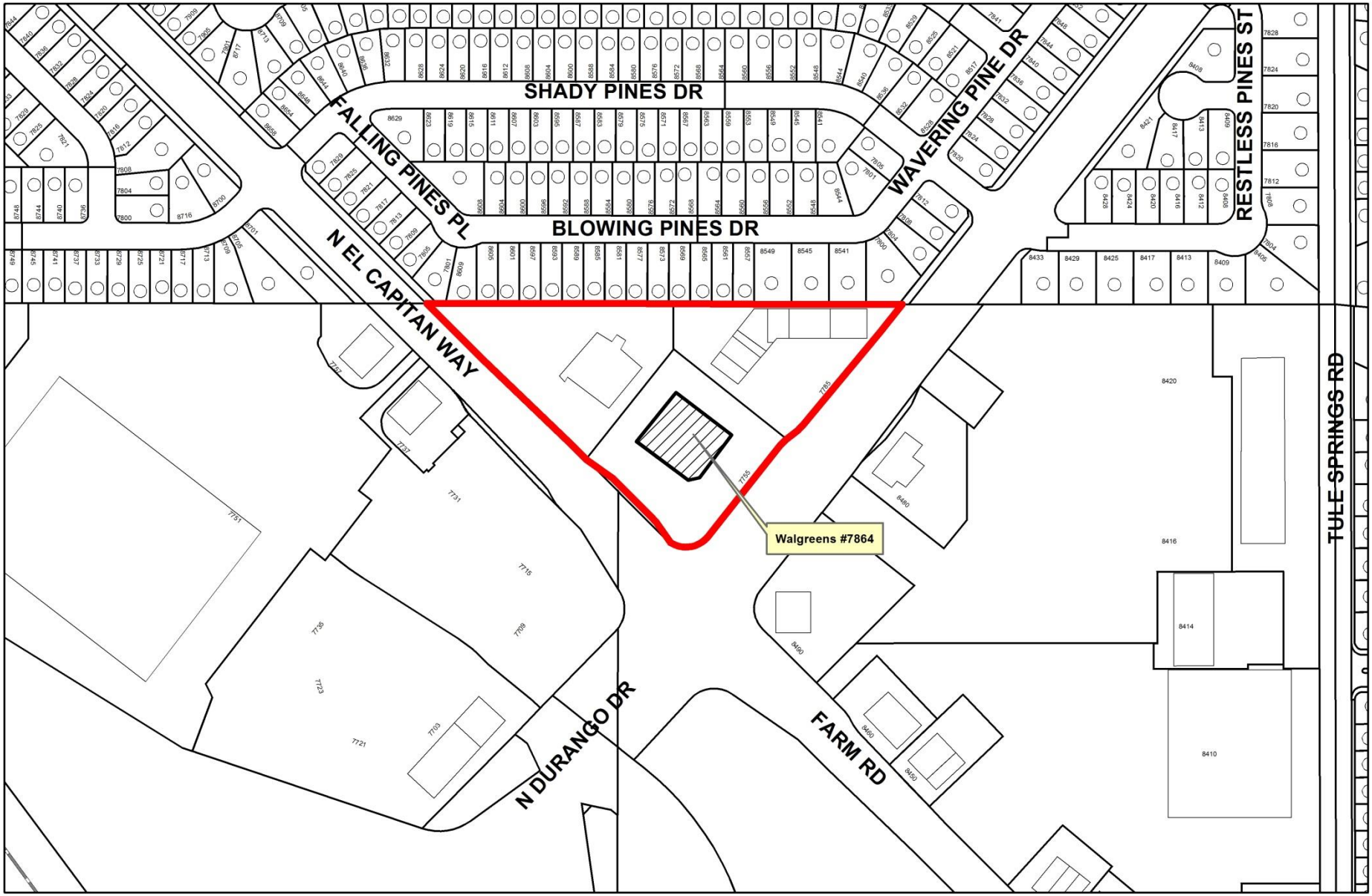
CITY COUNCIL MEETING DATE: APRIL 15, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a New Package Liquor License WALGREEN CO dba WALGREENS #7864 at 7755 North Durango Drive

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OWNERSHIP:

WALGREEN CO

Walgreens Boots Alliance, Inc.
Richard Asworth, Corporate Operations VP
Alexander W Gourlay, President/CEO
Jan S Reed, SVP, General Counsel, Secretary
Sona Chawla, President of Digital, CMO
John A Mann, Asst Secretary
Alan Nielsen, SVP, CFO, Treasurer
Mark A Wagner, President, Business Operations
Michael D Felish, Asst Secretary
Jason M Dubinsky, Asst Secretary



Walgreens #7864
7755 North Durango Drive
Ward 6

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.
702-229-6301

Date: Wednesday, March 25, 2015

City of Las Vegas Agenda Item No.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Beer/Wine/Cooler On-Sale License PUBLICUS, LLC dba PUBLICUS at 1126 Fremont Street [Nicholas Paul Kimokeo Akiona, Managing Member] - Ward 3 (Coffin)

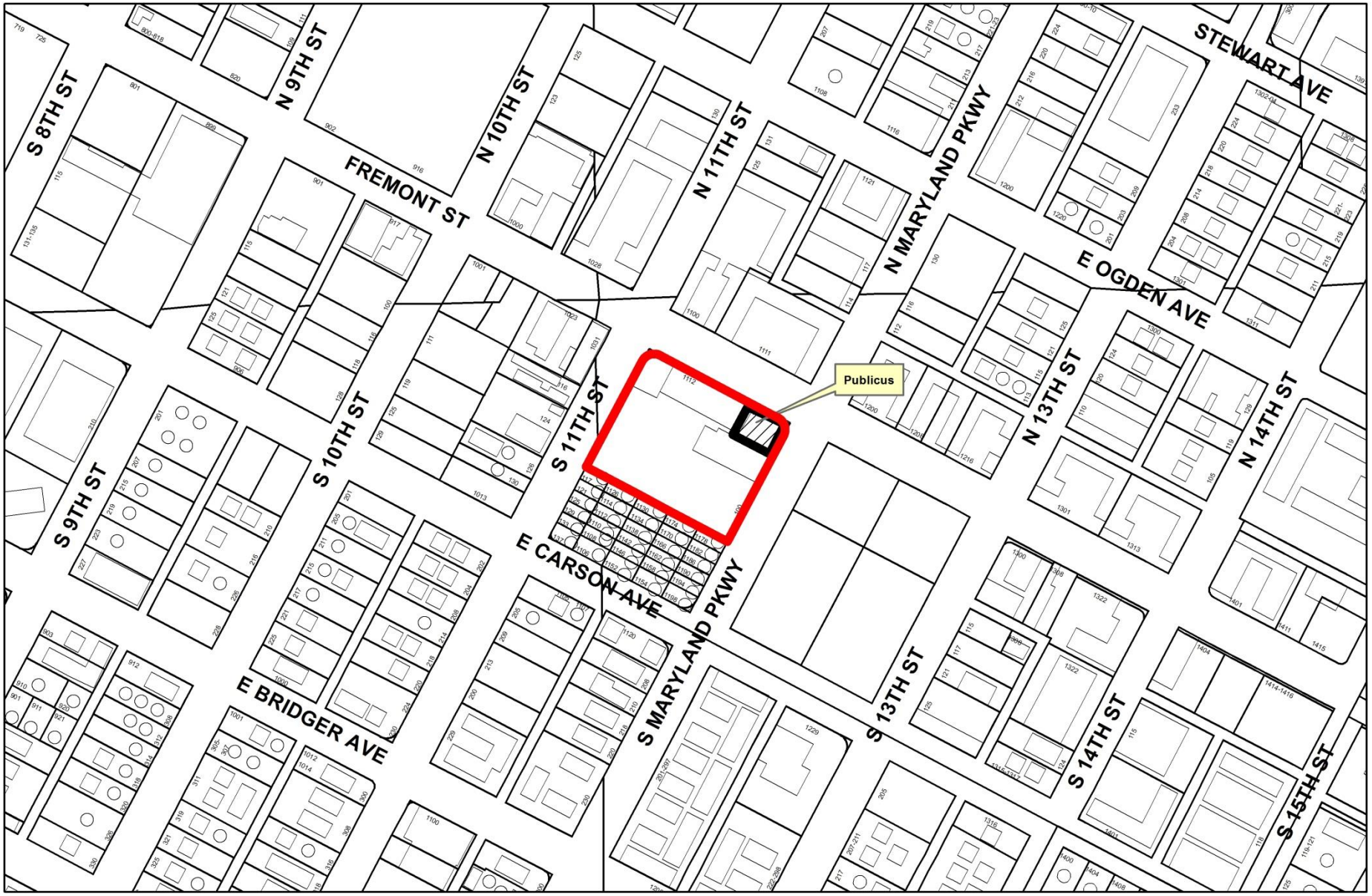
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Beer/Wine/Cooler On-Sale License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
Location Map



Publicus
1126 Fremont Street
Ward 3

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.
702-229-6301

Date: Wednesday, March 25, 2015

City of Las Vegas Agenda Item No.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License FIRST R & G ASSOCIATES, LLC dba SOFIA'S PIZZA at 821 North Lamb Boulevard, Suite #1 [Galentin Nenchev, Managing Member] - Ward 3 (Coffin)

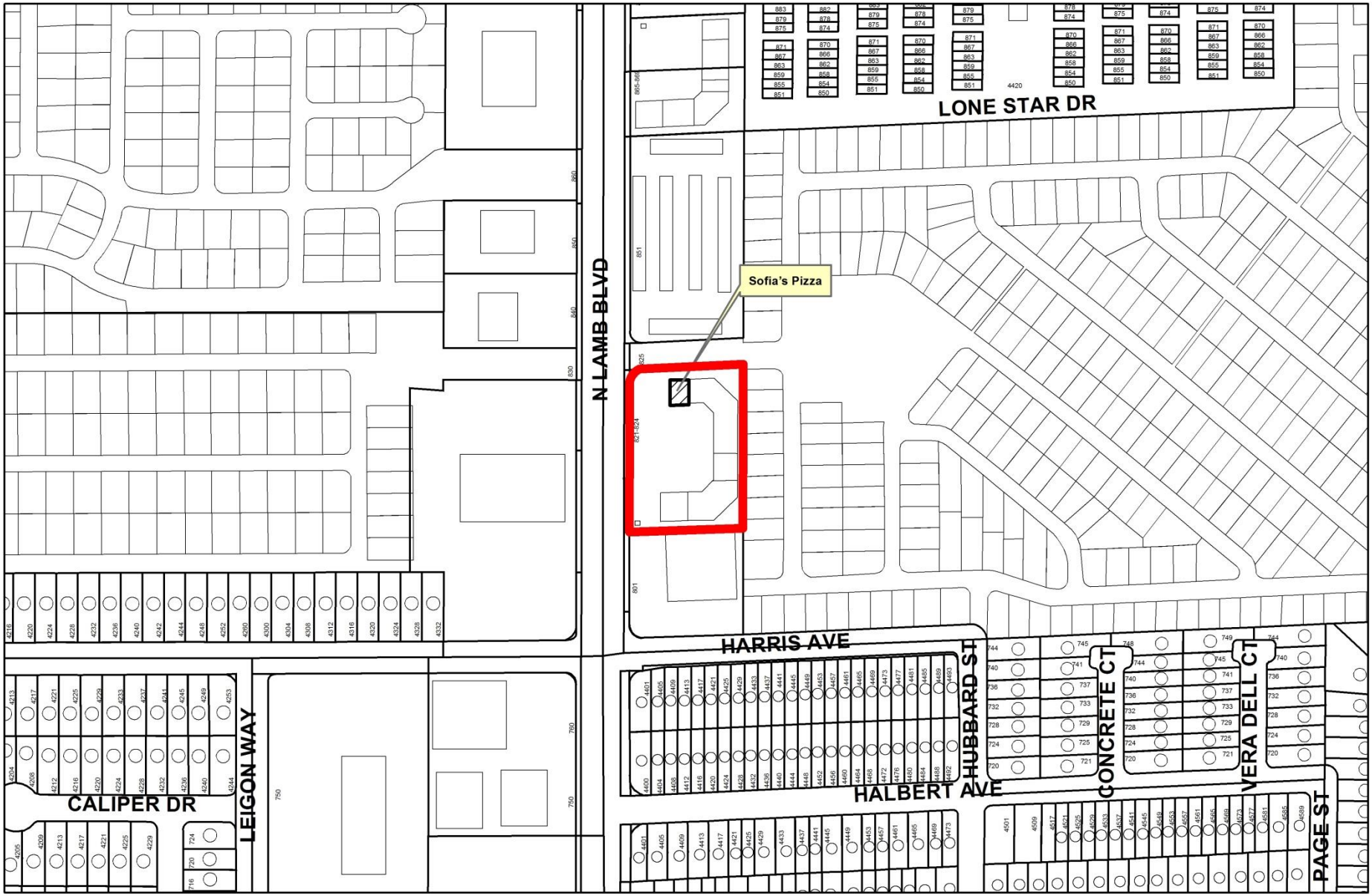
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License.

RECOMMENDATION:
Recommend approval of the temporary beer/wine/cooler on-sale license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
Location Map



Sofia's Pizza
821 North Lamb Boulevard, Suite #1
Ward 3

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.
702-229-6301

Date: Wednesday, March 25, 2015

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Temporary Alcohol Beverage Caterer License ALL ABOUT CATERING, LLC dba ALL ABOUT CATERING LAS VEGAS at 450 South Buffalo Drive, Suite #103 - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action of a Temporary Alcohol Beverage Caterer License.

RECOMMENDATION:
Recommend approval of the temporary alcohol beverage caterer license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

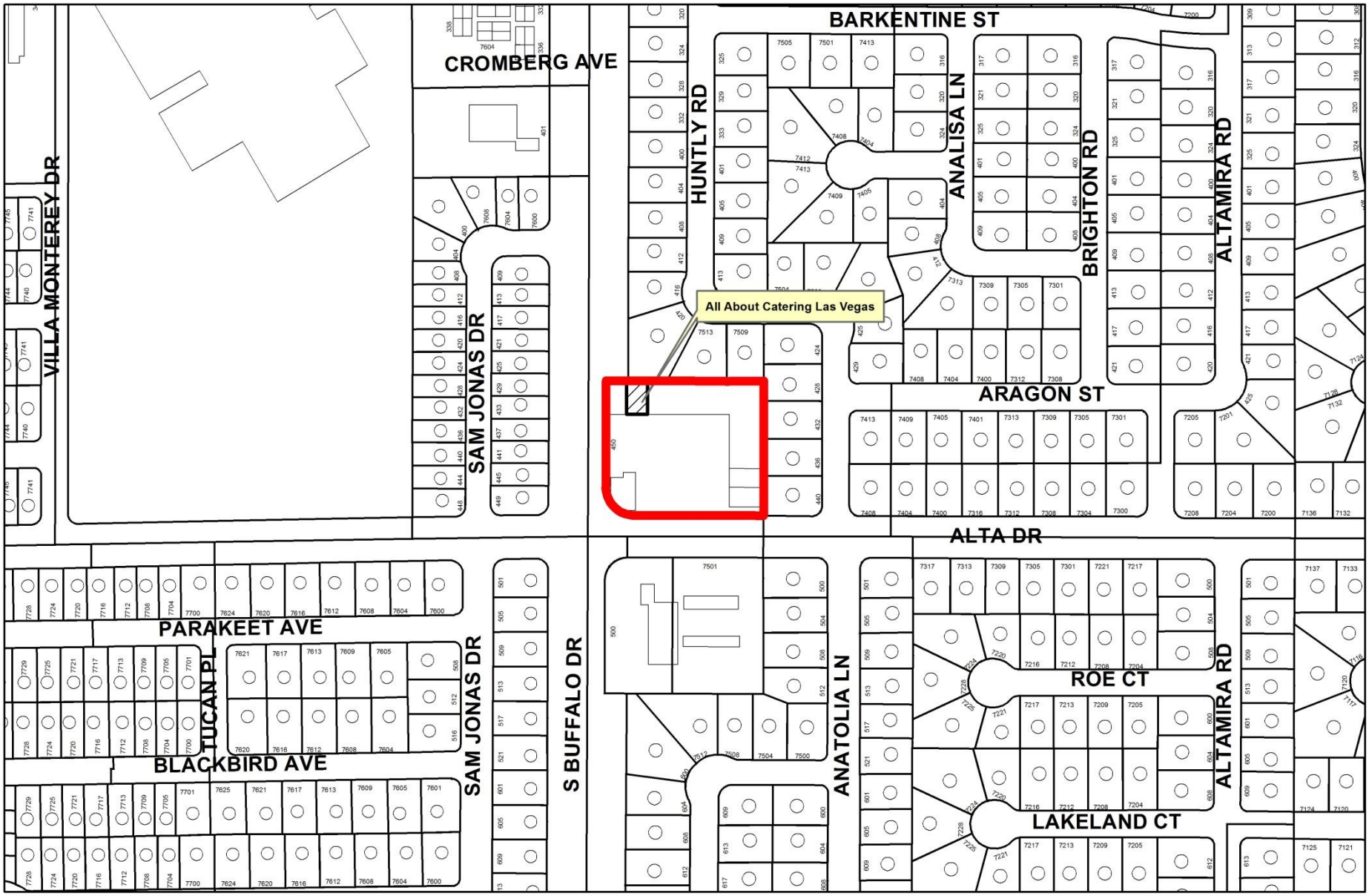
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 15, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Temporary Alcohol Beverage Caterer License ALL ABOUT CATERING, LLC dba ALL ABOUT CATERING LAS VEGAS at 450 South Buffalo Drive, Suite #103

OWNERSHIP:

ALL ABOUT CATERING, LLC
Alexis A Howard, Managing Member
Kyle Sweaney, Managing Member



All About Catering Las Vegas
450 South Buffalo Drive, Suite #103
Ward 1

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.
702-229-6301

Date: Wednesday, March 25, 2015

City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License EL CANELO RESTAURANT-MARISCOS SINALOA, LLC dba EL CANELO RESTAURANT-MARISCOS SINALOA at 23 North Mojave Road, Suite D - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License.

RECOMMENDATION:
Recommend approval of the temporary beer/wine/cooler on-sale license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

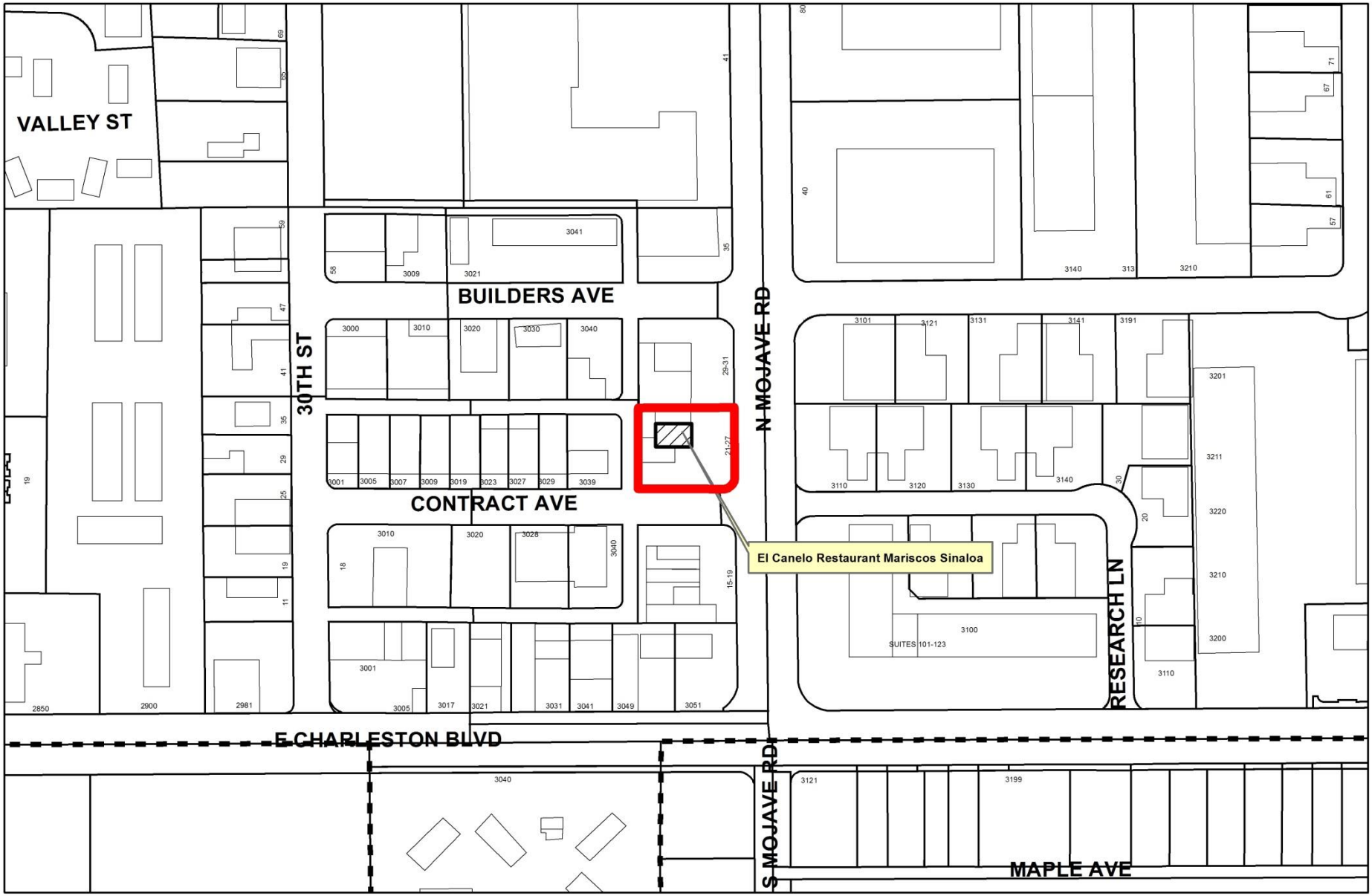
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 15, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Temporary Beer/Wine/Cooler On-Sale License EL CANELO RESTAURANT-MARISCOS SINALOA, LLC dba EL CANELO RESTAURANT-MARISCOS SINALOA at 23 North Mojave Road, Suite D

OWNERSHIP:

EL CANELO RESTAURANT-MARISCOS SINALOA, LLC
Yesenia Felix-Rodriguez, Managing Member
Jesus Felix-Rodriguez, Managing Member



El Canelo Restaurant Mariscos Sinaloa
23 North Mojave Road, Suite D
Ward 3

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.
702-229-6301

Date: Wednesday, March 25, 2015

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Restaurant With Alcohol License for a Change of Ownership FROM: CHIPS & SALSA FIESTA, INC. TO: CASA DON JUAN II, LLC dba CASA DON JUAN II at 1780 North Buffalo Drive, Suite #101 - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a Restaurant With Alcohol License for a Change of Ownership.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

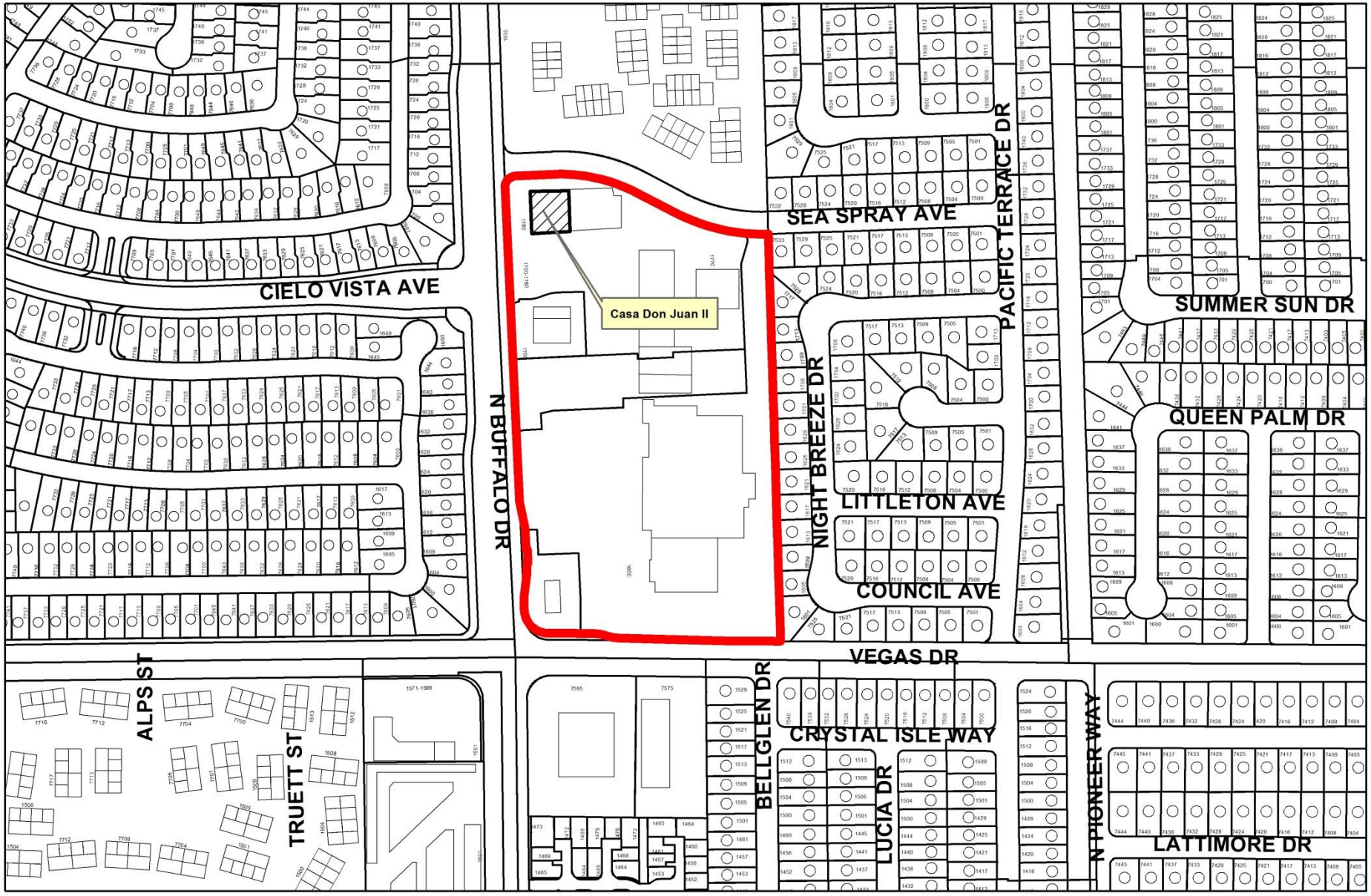
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 15, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Restaurant With Alcohol License for a Change of Ownership FROM: CHIPS & SALSA FIESTA, INC. TO: CASA DON JUAN II, LLC dba CASA DON JUAN II at 1780 North Buffalo Drive, Suite #101

OWNERSHIP:

CASA DON JUAN II, LLC
Maria Gil, Managing Member
Raul Gil, Managing Member



Casa Don Juan II
1780 North Buffalo Drive, Suite #101
Ward 1

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.
702-229-6301

Date: Wednesday, March 25, 2015

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Temporary Tavern License for a Change of Ownership FROM: THE BUNKHOUSE, LLC TO: GOOD TIMES BILLIARDS, LLC dba GOOD TIMEZ BILLIARDS at 5740 West Charleston Boulevard - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action of a Temporary Tavern License for a Change of Ownership.

RECOMMENDATION:
Recommend approval of the temporary tavern license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report, subject to the following condition:
1. No one under the age of 21 allowed on the premises.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

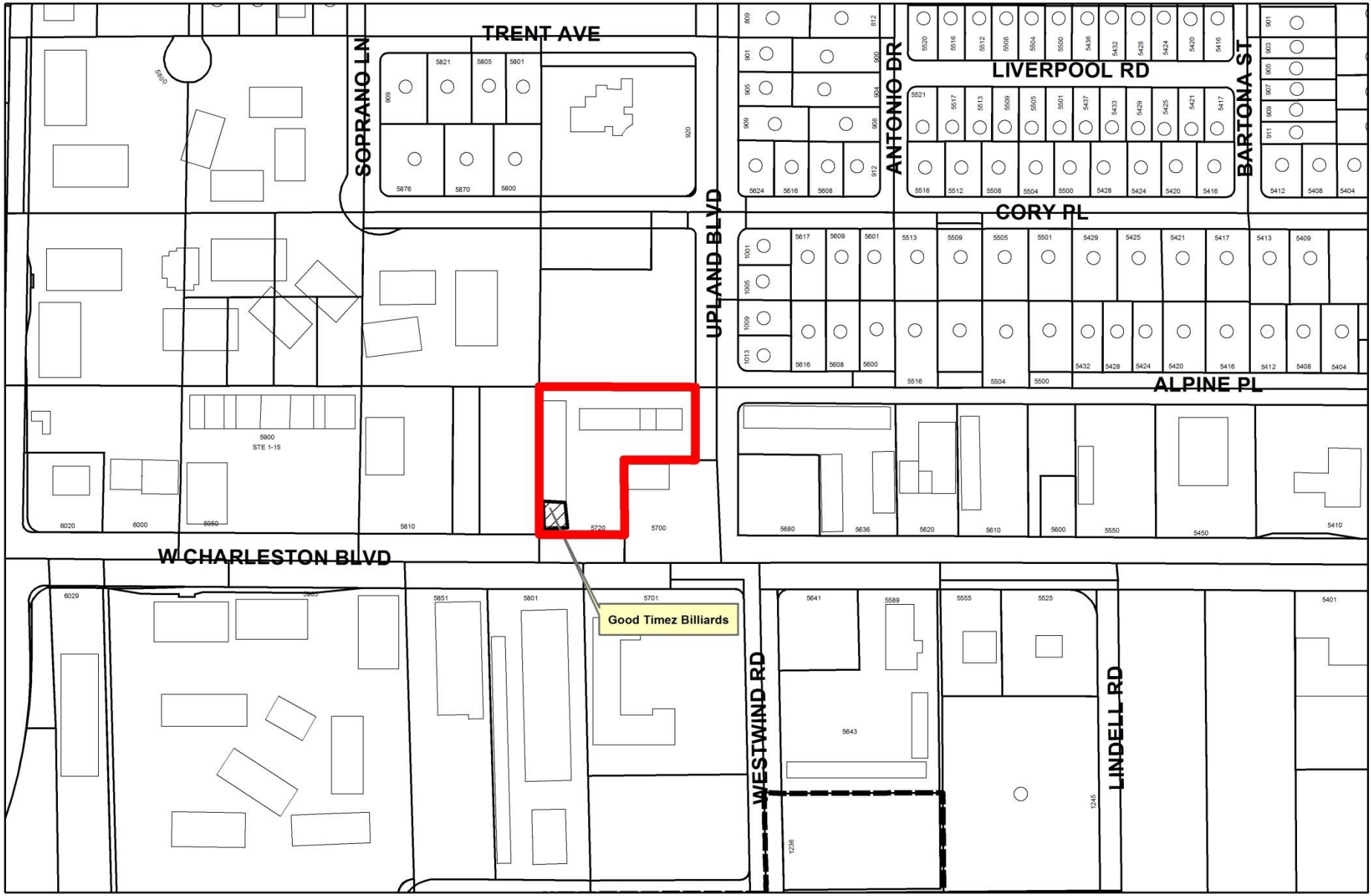
AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 15, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Temporary Tavern License for a Change of Ownership FROM: THE BUNKHOUSE, LLC TO: GOOD TIMES BILLIARDS, LLC dba GOOD TIMEZ BILLIARDS at 5740 West Charleston Boulevard

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OWNERSHIP:

GOOD TIMES BILLIARDS, LLC
Gary Y. Onomara, Managing Member
Theodore D. Garrahan, Managing Member



Good Timez Billiards
5740 West Charleston Boulevard
Ward 1

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.
702-229-6301

Date: Wednesday, March 25, 2015

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a New Restricted Gaming License NEVADA RESTAURANT SERVICES, INC. db at DOTTY'S #110 at 10000 West Sahara Avenue, Suite #100 - Ward 2 (Beers)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a New Restricted Gaming License for 15 slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

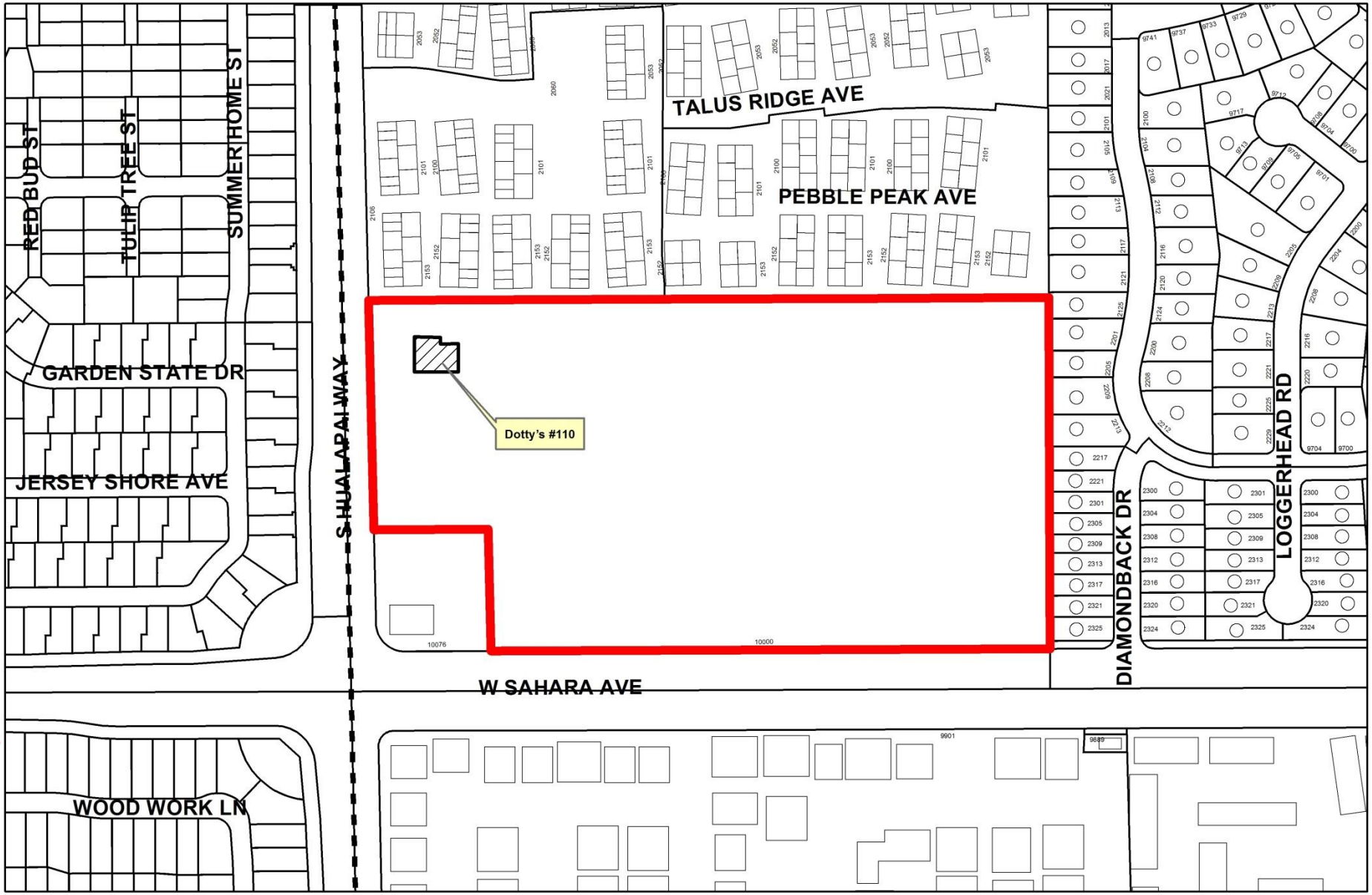
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 15, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a New Restricted Gaming License NEVADA RESTAURANT SERVICES, INC. db at DOTTY'S #110 at 10000 West Sahara Avenue, Suite #100

OWNERSHIP:

NEVADA RESTAURANT SERVICES, INC.
Richard Craig Estey, Pres, Secy, Treas, Dir
Allyson M. Estey, Vice Pres
Michael L. Eide, COO



Dotty's #110
10000 West Sahara Avenue, Suite #100
Ward 2

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.
702-229-6301

Date: Wednesday, March 25, 2015

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a New Restricted Gaming License SILVER STATE GAMING, INC. db at TOWN CENTER GROCER at 6000 Sky Pointe Drive [Rory Bedore, Pres/Sec/Treas/Dir] - Ward 6 (Ross)

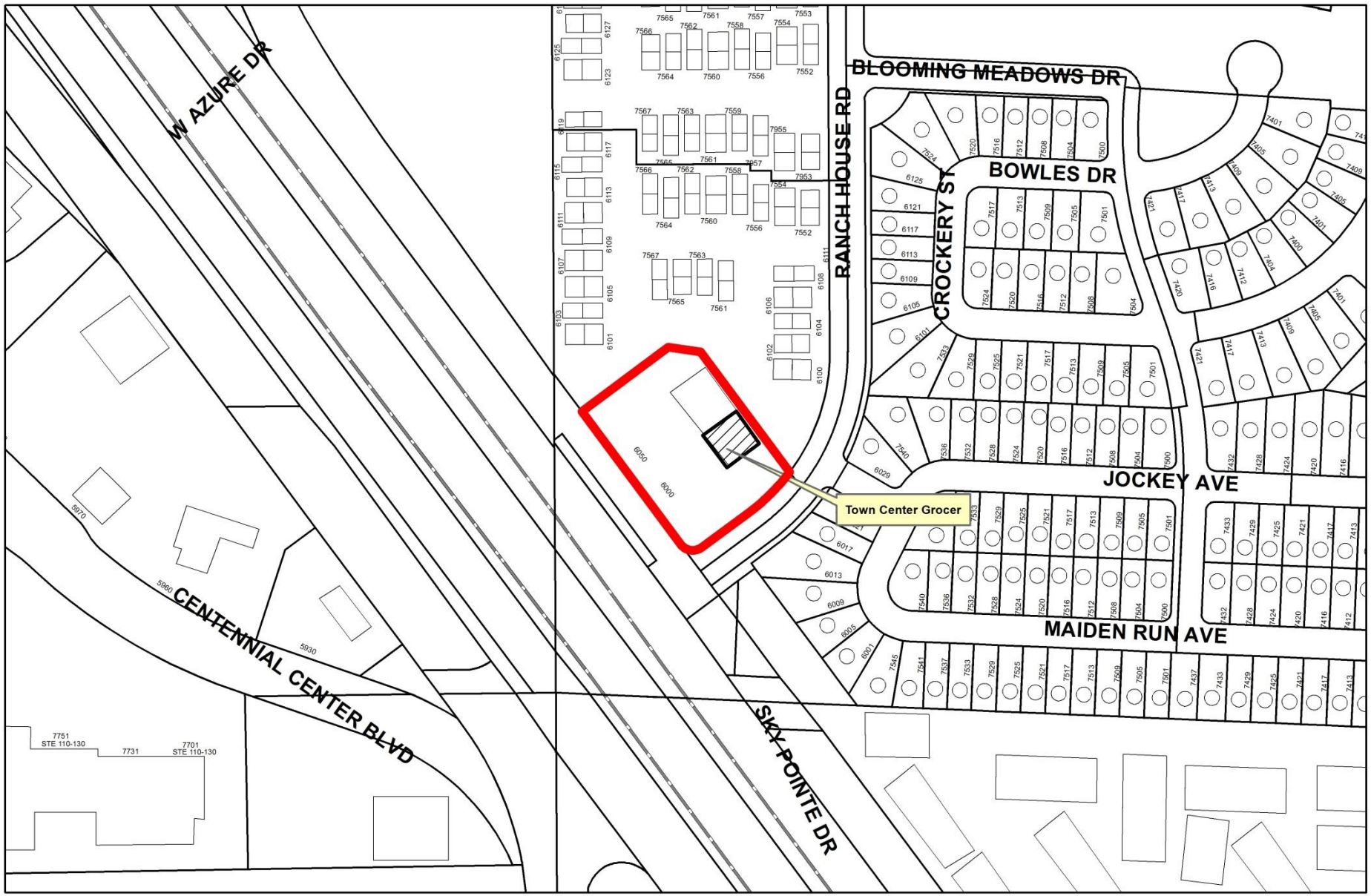
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a New Restricted Gaming License for 7 slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
Location Map



Town Center Grocer
6000 Sky Pointe Drive
Ward 6

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.
702-229-6301

Date: Thursday, February 05, 2015

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a New Restricted Gaming License SILVER STATE GAMING, INC. db at CLUB 2100 at 2100 Fremont Street [Rory Bedore, Pres/Sec/Treas/Dir] - Ward 3 (Coffin)

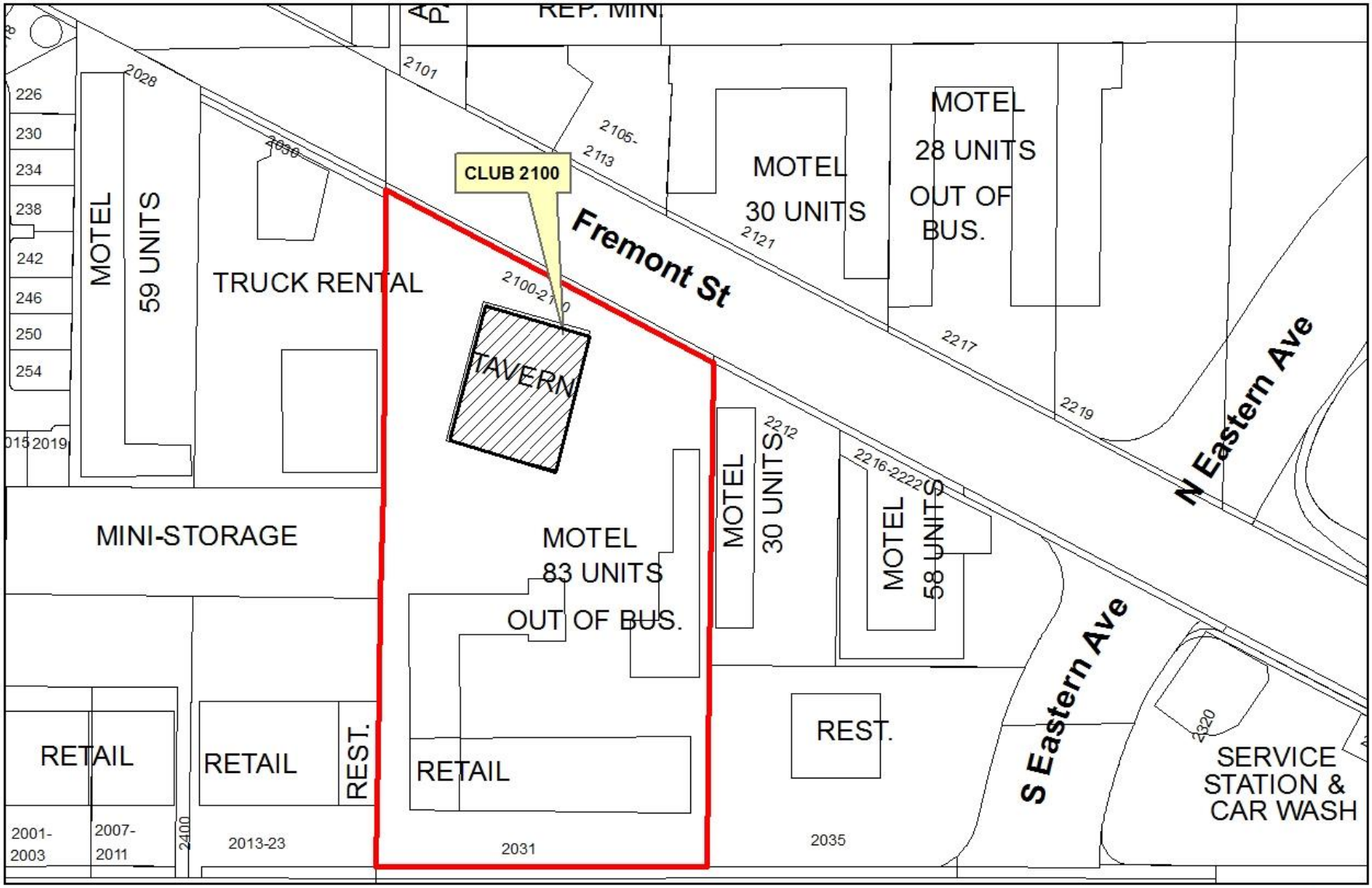
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a New Restricted Gaming License for 15 slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
Location Map



Club 2100
2100 Fremont Street

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Monday, March 30, 2015

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Supplemental Interlocal Contract No. 1 - 760a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase total project funding in the amount of $22,900,000 for construction of the Main Street/Commerce Street One-Way Couplet project - ($22,900,000 - Road and Flood Capital Project Fund [CPF]) - Wards 3 and 5 (Coffin and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $22,900,000
Funding Source: Road and Flood CPF
Dept./Division: PW/Transportation Engineering

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an interlocal contract with the Regional Transportation Commission of Southern Nevada (RTC) on January 9, 2014 for the construction of the Main Street/Commerce Street One-Way Couplet included in the RTC's Transportation Improvement Program. This Supplemental Interlocal Contract No. 1 will increase total project funding in the amount of $22,900,000. Total cost of the project shall not exceed $42,250,000 provided from Fuel Revenue Indexing funds. The RTC approved this contract at their March 12, 2015 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 1 - 760a

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SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
MAIN STREET/COMMERCE STREET DOWNTOWN COUPLET
I-515 TO LAS VEGAS BOULEVARD

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 made and entered into this 12th day of March, 2015, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC".

W I T N E S S E T H

WHEREAS, a Project CITY intends to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Main Street/Commerce Street Downtown Couplet, I-515 to Las Vegas, hereinafter referred to as "PROJECT", being located wholly within the City of Las Vegas has been approved by the RTC; and

WHEREAS, the parties have executed an Interlocal Contract dated January 9, 2014; and,

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction and engineering; and,

WHEREAS, the CITY wishes to increase PROJECT funding.

WHEREAS, the CITY is requesting a Revised Authorization to Proceed from RTC to continue the engineering and construction for the PROJECT; and,

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION II: PROJECT COSTS: shall be revised to read as follows:

The RTC agrees to provide funding from Fuel Revenue Indexing funds for PROJECT costs according to its policies, including but not limited to Section 6.1 REIMBURSABLE COSTS of the Policies and Procedures Manual of the RTC, incorporated herein by reference and in accordance with the following:

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way acquisition, right-of-way other, utility relocation and construction shall not exceed $42,250,000.

2. "Authorization to Proceed" will be granted for construction in the amount not to exceed 18,190,000, engineering design in an amount not to exceed $1,110,000 and for right-of-way other in amount not to exceed $50,000.

3. A separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering. At the time written "Authorization to Proceed" is granted by the RTC for construction, CITY will award CMAR project prior to 90 calendar days from the date of the signed Authorization to Proceed or the Authorization to Proceed will be automatically rescinded by the RTC and the funds redirected to the next highest ranking project on the Indexed Fuel Revenue (IFR) funds pending list. Additionally, the contract for the construction services of the Construction Manager At Risk (or, in the event that the CITY and the Construction Manager At Risk fail to agree on a firm fixed price for the PROJECT, the advertisement of the PROJECT for bids) shall be executed by the CITY prior to one calendar year from the date of the signed Authorization to Proceed or the Authorization to Proceed will be automatically rescinded by the RTC and the funds will be re-appropriated to the next highest ranked project on the IFR pending list.

4. Sufficient RTC funds are currently not available to fund the PROJECT. Therefore, the CITY agrees to advance funding for the PROJECT by advancing Motor Vehicle Fuel Tax unencumbered funds from project Sheep Mountain Parkway, US-95/CC-215 Interchange, until funding is available from the RTC. If and when funding is available, the RTC agrees to reimburse all funding advanced by the CITY. It is anticipated that RTC funds will be available in April 2014. The authority to incur costs provided in this Interlocal Contract does not constitute an RTC commitment that future Indexed Fuel Revenue funds will be approved for the PROJECT.

5. Upon award of CMAR construction contract, the Interlocal Contract and Authorization to Proceed amounts to be reduced, construction bid award and funding for contingency not to exceed 10% of the bid award amount; construction management in the amount of not to exceed 13% of the bid award amount; and funding for construction survey not to exceed 3% of the bid award amount. Any remaining unallocated funds shall be returned to the RTC.

6. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated January 9, 2014 shall remain unchanged.

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IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above.

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

3/12/2015 BY: DocuSigned by: Lawrence L. Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by: Shavonne Jones 9056263B8AC0448...

SHAVONNE JONES, Executive Secretary

Approved as to Form:

DocuSigned by: Greg Gilbert 0E6FC22BB31D4A3...

GREG GILBERT, Outside General Counsel, RTC

Date of Council Action: CITY OF LAS VEGAS

_____ BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

_____

LUANN D. HOLMES, MMC
Acting City Clerk

Approved as to Form:

John S. Ridilla 3/25/15

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the First Amendment to Easement Agreement with Option between the City of Las Vegas and Nevada Power Company d/b/a/ NV Energy, for NV Energy's acquisition of a perpetual easement over an additional parcel as specified in the amendment, of certain portions of roadway right-of-way, generally located along Desert Lane south of Alta Drive, for the relocation and installation of above-ground transmission poles and lines as part of Nevada Department of Transportation's Project Neon - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Easement Agreement with Option with NV Energy on July 2, 2014. This First Amendment to Easement Agreement with Option will grant NV Energy additional perpetual easement area as specified by the agreement. The agreement had granted NV Energy an option to purchase from the City a permanent easement for the relocation, installation and maintenance of high-voltage transmission poles and lines displaced by NDOT's Project Neon (the widening of I-15). The Agreement encumbers portions of public rights-of-way along the Desert Lane alignment south of Alta Drive, and Hastings Avenue east of Desert Lane.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
First Amendment Easement Agreement with Option

FIRST AMENDMENT TO EASEMENT AGREEMENT WITH OPTION
(City/NV Energy)

This FIRST AMENDMENT EASEMENT AGREEMENT WITH OPTION ("First Amendment") is made and entered into this ___ day of _____, 2015 ("Effective Date"), by and between the city of Las Vegas, a municipal corporation with the State of Nevada (the "City") and Nevada Power Company, a Nevada corporation, d/b/a/ NV Energy ("NV Energy"). City and NV Energy are individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, the City and NV Energy entered into that certain Easement Agreement with Option dated July 2, 2014 ("Agreement") for NV Energy's acquisition of a perpetual easement over a portion of City owned right-of-way related to the relocation of NV Energy Improvements due to the construction of Project Neon by the Nevada Department of Transportation;

WHEREAS, the undefined capitalized terms used in this First Amendment shall have the same meanings ascribed to such terms in the Agreement;

WHEREAS, NV Energy identified additional land area on APN 139-33-499-030 (one of the North Properties) required for the relocation of the NV Energy Improvements; and

WHEREAS, the City is willing to grant additional perpetual easement on APN 139-33-499-030 subject to the terms and conditions herein.

NOW, THEREFORE, the Parties do hereby agree as follows:

AGREEMENT

1. ADDITIONAL GRANT OF EASEMENT. Exhibit A-1 and Exhibit B to the Agreement are amended by adding to each of the foregoing exhibits the legal description and drawing attached to this First Amendment under Exhibit 1.

2. ADDITIONAL EASEMENT FEE. Within thirty (30) of delivery of the fully-signed First Amendment to NV Energy, NV Energy shall pay an additional Easement Fee of Five Hundred and Fifty Dollars and No Cents ($550.00) (the "Additional Easement Fee"). The Additional Easement Fee was based on the pro-rated per square foot appraised value agreed to by the Parties pursuant to the Agreement.

3. MISCELLANEOUS.

A. The above Recitals and Exhibit attached hereto are incorporated by this reference and expressly made part of this First Amendment.

B. The Parties represent and acknowledge that as of the date of this First Amendment, neither Party (i) is in default under the terms of the Agreement; (ii) has no defense, set off or counterclaim to the enforcement by either Party of the terms of the Agreement; and (iii) is aware of any action or inaction by either Party that would constitute a default by either Party under the Agreement.

C. In the event of a conflict between any provision(s) of the Agreement and of this First Amendment, this First Amendment shall control.

D. In all other respects, the Agreement is hereby ratified and confirmed, in full.

E. This First Amendment may be executed in counterparts, all such counterparts will

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

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the date first written above.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

By: _____
LuAnn D. Holmes, MMC, Acting City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 4/1/15
Deputy City Attorney Date

NEVADA POWER COMPANY, a Nevada Corporation, d/b/a NV ENERGY

By: _____
Adam Godorov
Director, Land Resources

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2015 by Adam Godorov as Director of Land Resources of Nevada Power Company, a Nevada Corporation, d/b/a NV Energy.

_____
Notary Public

Exhibit 1 to First Amendment

Legal Description and Drawing

[attached]

NVEnergy



03·12·15

PROJECT ID: LR697NJLR2
PROJECT NEON
APN: 139-33-499-030
12 MARCH, 2015
PREPARED BY: CV
CHECKED BY: BSB

LAND DESCRIPTION:

A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN "QUITCLAIM DEED" RECORDED NOVEMBER 17, 1961 IN BOOK 328 AS INSTRUMENT NO. 265324 OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, SITUATE IN THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

THE WEST 15 FEET THEREOF, AS SHOWN ON THE "EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 300 SQUARE FEET.

END OF LAND DESCRIPTION.

NOTE: THIS LAND DESCRIPTION IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

CORBIN L, VAN NEST, PLS
STATE OF NEVADA NO. 14349
FOR AND AT THE INSTANCE OF NV ENERGY

EXHIBIT A

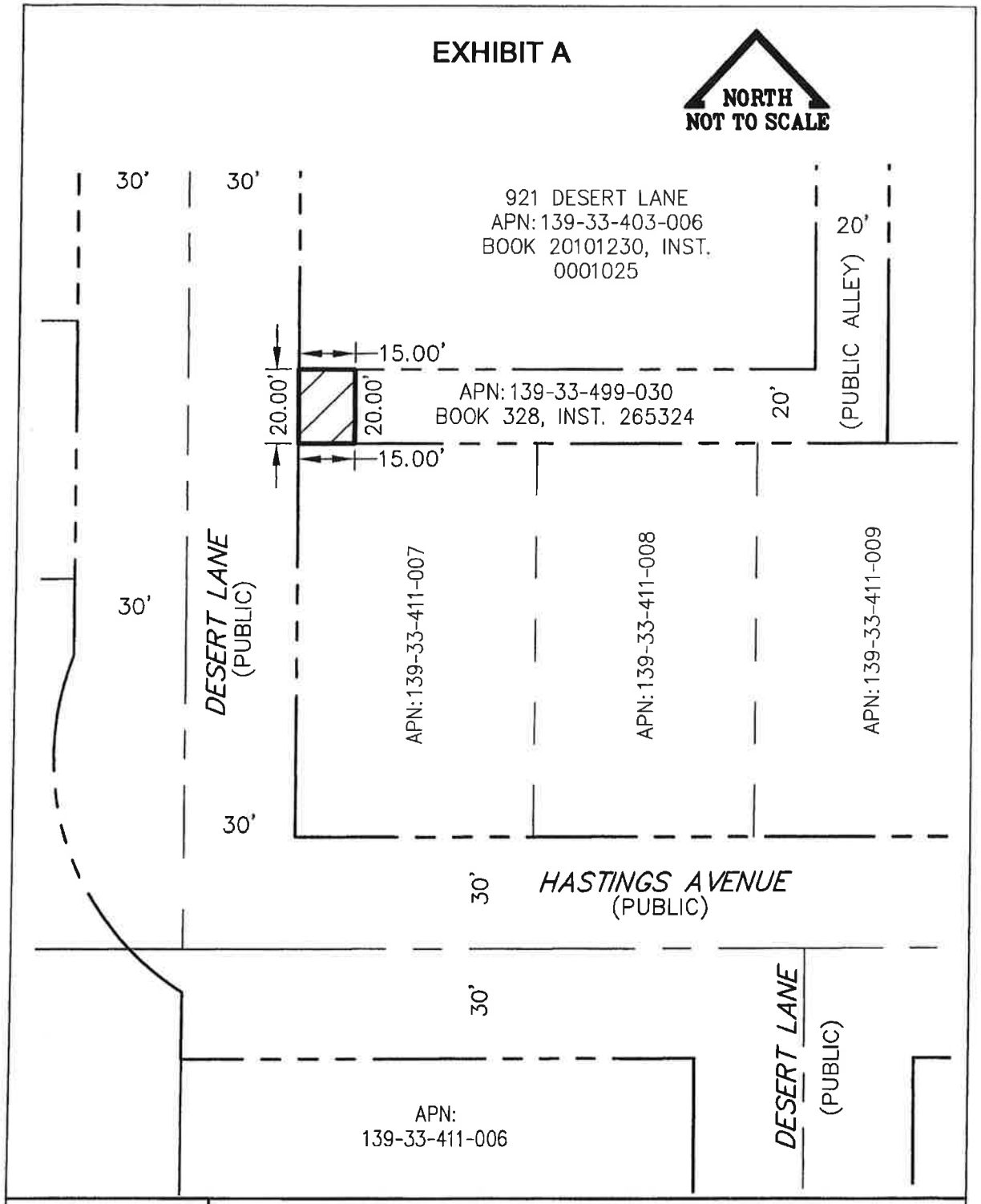


EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION

PROJECT: NEON PUBLIC ALLEY APN: 139-33-499-030	SEC: 33 T: 20 S., R: 61 E. DATE: 12 MAR, 15 SURVEYOR: GE/DB PROJECT ID: LR697NJLR2 DRAWN BY: CV CHECKED BY: BSB PAGE: 2 OF 2

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

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

SUBJECT:
RESOLUTIONS:

R-18-2015 - For possible action to approve a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2016) - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This resolution disposes of protests from the public hearing held April 1, 2015 and confirms the final assessment roll for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane. The referenced assessments reflect the maintenance costs from July, 2015 through June, 2016.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-18-2015

RESOLUTION NO. R-18-2015

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2016); OVERRULING COMPLAINTS, PROTESTS AND OBJECTIONS MADE TO THE ASSESSMENTS AT THE HEARING OF SAID ASSESSMENT ROLL; VALIDATING AND CONFIRMING THE ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Protest Resolution

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, pursuant to an ordinance heretofore adopted (hereinafter the "District Ordinance") created Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2016) (hereinafter the "District") to defray the annual maintenance costs of a street beautification project, (hereinafter the "Maintenance Project") within the District; and

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

WHEREAS, in accordance with NRS 271.360 and NRS 271.378, the City Council heretofore determined and does hereby declare that the net cost to the City for the Maintenance Project for FY2016 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $75,800, of which $-0- is available from other sources and of which $75,800, is to be assessed upon the benefited lots, tracts and parcels of land in the District, which the City Council has determined will receive special benefits (and corresponding market value increases) from the Maintenance Project; and

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

WHEREAS, the City Council, together with the Engineer, made out an assessment roll for the District which contains, 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, the amount of the proposed assessment to be levied thereon; the Engineer has reported the assessment roll to the City Council and the Engineer has filed the assessment roll with the City Clerk; and

WHEREAS, the City Council, by resolution heretofore adopted, established a date, time and location at which the City Council would hear and consider any and all complaints, protests and objections to the assessment roll and to the assessments contained therein; and

WHEREAS, the Engineer (with the assistance of the City Engineer Division) has, in accordance with the provisions of the law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Maintenance Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests, or objections on Wednesday, April 1, 2015, at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada; and

WHEREAS, the City Council met at said place and time to hear and consider all complaints, protests and objections made or filed; and

WHEREAS, all complaints, protests and objections, both written and oral, were heard and considered by the City Council on April 1, 2015, and after extensive review and deliberation hereby are found to be without sufficient merit and hereby overruled. However, the City Council has, nevertheless, concluded that it is necessary and equitable that the assessment roll be corrected and revised as follows:

Parcel Number	Ownership	Revised Amount of Final Assessment

and

WHEREAS, pursuant to NRS 271.357 and NRS 271.360 the City Council has considered all applications for hardship determinations and the recommendations of the Department of Social Services and hereby approves the following applications for hardship determination:

Parcel Number	Ownership	Assessment

and

WHEREAS, the City Council has determined, and does hereby again determine, that all of the assessable property in the City, which is specially benefited by the Maintenance Project, and only property which is so specially benefited, is included on the assessment roll heretofore filed with the City Clerk on March 4, 2015, and

WHEREAS, the City Council has determined, and does hereby determine, that the notice, both mailed and published, for the hearing held on April 1, 2015, on said assessment roll was reasonably calculated to inform each interested person of the proceedings concerning the District, which may directly and adversely affect his or her legally protected rights and interests.

NOW, THEREFORE, BE IT RESOLVED BY THE LAS VEGAS CITY COUNCIL, IN THE COUNTY OF CLARK AND THE STATE OF NEVADA; THAT:

Section 1. This Resolution shall be known as and may be cited by the short title "District No. 1485 (FY2016) Assessment Protest Resolution" (herein the "Resolution").

Section 2. All complaints, protests and objections, both written and oral, hereby are found to be without sufficient merit and hereby overruled.

Section 3. The City Council hereby validates and confirms the assessment roll for the District, as made out by the City Council, together with the Engineer, and filed in the records of the office of the City Clerk on March 4, 2015, as hereinabove modified, revised, corrected and made de novo.

Section 4. 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 Resolution) concerning Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2016), including, but not limited to, the maintenance of the street beautification improvements, and the levy of assessments for

that purpose, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the assessment roll and the assessments therein, be and the same hereby are, ratified, approved and confirmed.

Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 6. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 7. If any section, paragraph, clause or provision of this Resolution 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 Resolution.

Section 8. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

Passed and approved on April 15, 2015.

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D.HOLMES, MMC
Acting City Clerk

Approved as to form:

3/31/15
Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, the duly chosen and qualified Acting 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 a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on April 15, 2015.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:	Carolyn G. Goodman Stavros S. Anthony Lois Tarkanian Steven D. Ross Ricki Y. Barlow Bob Coffin Bob Beers
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as Acting City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal office, at the

building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Hall
495 South Main Street
Las Vegas, Nevada

(ii) City of Las Vegas Development Services Center
333 North Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

(b) By mailing a copy of the notice 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. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. 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 City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on April 15, 2015, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this April 15, 2015.

(SEAL)

LUANN D. HOLMES, MMC
Acting City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

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

SUBJECT:
RESOLUTIONS:

R-19-2015 - For possible action to approve a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll for Special Improvement District No. 1516 - Fremont Street Maintenance District FY2016 (Las Vegas Boulevard to 8th Street) - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This resolution overrules complaints, protests and objections and confirms the Final Assessment Roll for annual funding for the maintenance of the Fremont Street Commercial Area Vitalization Project. The estimated budget includes landscape, street and neon sign maintenance, utilities, advertising, marketing and promotional activities within the district. The property owners will be billed in four (4) quarterly installments without interest. The referenced assessments reflect the estimated costs of SID 1516 from July 1, 2015 through June 30, 2016. The maintenance of the Commercial Area Vitalization Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-19-2015

RESOLUTION NO. R-19-2015

A RESOLUTION CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 - FREMONT STREET MAINTENANCE DISTRICT FY2016 (LAS VEGAS BOULEVARD TO 8TH STREET); OVERRULING COMPLAINTS, PROTESTS AND OBJECTIONS MADE TO THE ASSESSMENTS AT THE HEARING ON THE ASSESSMENT ROLL FOR THE DISTRICT; VALIDATING AND CONFIRMING THE ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Protest Resolution

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, pursuant to an ordinance heretofore adopted (the "District Ordinance") created the City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District FY2016 (Las Vegas Boulevard to 8th Street) (the "District") and ordered the acquisition, improvement and maintenance of a Commercial Area Vitalization Project (the "Project"), as defined in Nevada Revised Statutes ("NRS") 271.063, within the District in the City; and

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

WHEREAS, in accordance with NRS 271.360 and 271.377, the City Council heretofore determined and does hereby declare that the net cost of the Project for FY2016 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $252,402, of which $-0- is available from other sources and $252,402 is to be assessed upon the benefited lots, tracts and parcels of land in the District, which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, the City Council by resolution heretofore adopted and directed the City's Director of Public Works, together with the City Engineer Division of the City and certain consulting engineers (collectively, the "City Engineer"), to make out a final assessment roll for the District; and

WHEREAS, the City Council, together with the City Engineer, made out an assessment roll for the District which contains, 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, the amount of the proposed assessment to be levied thereon; and

WHEREAS, the City Engineer has reported the assessment roll to the City Council and the City Engineer has filed the assessment roll with the City Clerk of the City (the "City Clerk"); and

WHEREAS, the City Council, by resolution heretofore adopted, established a date, time and location at which the City Council would hear and consider any and all complaints, protests and objections to the assessment roll and to the assessments contained therein; and

WHEREAS, the City Engineer has, in accordance with the provisions of the law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests, or objections on Wednesday, April 1, 2015, at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada; and

WHEREAS, the City Council met at said place and time to hear and consider all complaints, protests and objections made or filed; and

WHEREAS, all complaints, protests and objections, both written and oral, were heard and considered by the City Council on April 1, 2015, and after extensive review and deliberation hereby are found to be without sufficient merit and hereby overruled. However, the City Council has, nevertheless, concluded that it is necessary and equitable that the assessment roll be corrected and revised as follows:

Parcel Number	Ownership	Revised Amount of Final Assessment
None		

and

WHEREAS, pursuant to NRS 271.357 and NRS 271.360 the City Council has considered all applications for hardship determinations and the recommendations of the Department of Social Services and hereby approves the following applications for hardship determination:

Parcel Number	Ownership	Assessment
None		

and

WHEREAS, the City Council has determined, and does hereby again determine, that all of the assessable property in the City, which is specially benefited by the Project, and only property which is so specially benefited, is included on the assessment roll heretofore filed with the City Clerk on March 4, 2015, and

WHEREAS, the City Council has determined, and does hereby determine, that the notice, both mailed and published, for the hearing held on April 1, 2015 on said assessment roll was reasonably calculated to inform each interested person of the proceedings concerning the District and the Project, which may directly and adversely affect his or her legally protected rights and interests.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE COUNTY OF CLARK AND THE STATE OF NEVADA; THAT:

Section 1. This Resolution shall be known as and may be cited by the short title "District No. 1516 (FY2016) Assessment Protest Resolution" (the "Resolution").

Section 2. All complaints, protests and objections, both written and oral, hereby are found to be without sufficient merit and hereby overruled.

Section 3. The City Council hereby validates and confirms the assessment roll for the District, as made out by the City Council, together with the City Engineer, and filed in the records of the office of the City Clerk on March 4, 2015, as hereinabove modified, revised, corrected and made de novo.

Section 4. 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 Resolution) concerning the District, including, but not limited to, the acquisition, improvement and maintenance of the Project, and the levy of assessments for that purpose, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the assessment roll and the assessments therein, be and the same hereby are, ratified, approved and confirmed.

Section 5. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 6. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 7. If any section, paragraph, clause or provision of this Resolution 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 Resolution.

Section 8. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

Passed and approved on April 15, 2015.

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC, Acting City Clerk

Approved as to form:

3/31/15

Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, the duly chosen and qualified Acting 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 a resolution adopted by the City Council of the City (the "City Council") at a regular meeting of the City Council held on April 15, 2015.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye: Carolyn G. Goodman
Stavros S. Anthony
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Bob Coffin
Bob Beers

Those Voting Nay: _____

Those Absent: _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as Acting City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

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

(i) City Hall
495 South Main Street
Las Vegas, Nevada

(ii) City of Las Vegas Development Services Center
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

(b) By mailing a copy of the notice 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. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. 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 City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on April 15, 2015, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this April 15, 2015.

(SEAL)

LuAnn D. Holmes, MMC, Acting City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

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

SUBJECT:
RESOLUTIONS:

R-20-2015 - For possible action to approve a Resolution that directs the State to transfer $15,631,485.39 in Private Activity Bond Volume Cap to Nevada H.A.N.D., Inc. for the construction of a 168-unit affordable multi-family housing development at 501 North Lamb Boulevard - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
In 2013, the City reserved $15,631,485.39 of Private Activity Bonds Volume Cap with the State, which can only be used for an affordable housing project. After completing a Request for Proposal (RFP), Nevada H.A.N.D., Inc. was selected. There 101 North Lamb Apartments proposal is the demolition of a vacant structure and the new construction of 168 two, three and four-bedroom apartments. The target population for this development is families earning less than 60% of AMI. ($29,520 for a family of two) Amenities include community and exercise rooms, recreation areas, washer and dryer in units, covered patios, ceiling fans, business center with copier and camera surveillance with onsite monitoring. These apartment homes are located within a one (1) mile radius of employment, parks, schools, shopping and public transportation. Staff will complete the HUD-required Environmental Reviews. No project may commit and /or expend any funds prior to compliance with 24 CFR Part 58 and final notification by staff.

RECOMMENDATION:
Staff recommends that the City Council approve the resolution and authorize the Mayor to sign required agreements after they have been approved as to form by the City Attorney.

BACKUP DOCUMENTATION:
Resolution No. R-20-2015

RESOLUTION NO. R-20-2015

WHEREAS, pursuant to the provisions of Ch. 348A of Nevada Revised Statutes and Ch. 348A of the Nevada Administrative Code ("NAC"), there has been allocated to the City of Las Vegas, Nevada (the "City"), certain amounts of tax-exempt private activity bond volume cap; and

WHEREAS, the City, by a resolution it adopted on August 21, 2013 (the "2013 Resolution"), requested that a portion of the volume cap (in the amount of $15,631,485.39) allocated to the City in the year 2013 (the "2013 MF Volume Cap") be transferred to the Housing Division (the "Division") of the Department of Business and Industry (the "Department") to be used for multifamily rental projects located in the City to be designated by the City in the future (however, to the extent that volume cap has not been so used by August 31, 2015, the City has requested that the Division utilize that volume cap for any projects for which it can legally be used located in the City or elsewhere in the State of Nevada); and

WHEREAS, the City has not yet designated any projects for the 2013MF Volume Cap; and

WHEREAS, the City has received a request for the 2013 MF Volume Cap for an affordable rental housing development at 501 North Lamb Boulevard (the "Project") for Nevada H.A.N.D., Inc. (the "Developer" or "Project Sponsor"); and

WHEREAS the City desires to allocate all of the 2013 MF Volume Cap to the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The City hereby requests that the Division use all $15,631,485.39 of the 2013 MF Volume Cap for the Project for the Developer.

Section 2. The designation and allocation made in Section 1 is subject to the condition that the Project Sponsor executes an agreement in substantially the form attached as Exhibit "A."

Section 3. In the event the condition listed in Section 2 is not met for the Project, or in the event that the condition is met but bonds issued for that project do not fully use the allocation made to that project, the Division is requested to use that allocation or the remaining part of that allocation for one or more other affordable rental housing projects located in the City, the financing of which is approved by the City Council, or for any projects for which that Volume Cap can legally be used in the City or elsewhere in the State of Nevada, if the City has not approved other financings that use that Volume Cap prior to August 31, 2015.

Section 4. The Mayor and City Clerk are hereby authorized to execute and deliver on behalf of the City, an Agreement with the Developer, in substantially the form attached hereto as Exhibit "A."

Section 5. Pursuant to Ch. 348A of NRS, the Director of the Department may communicate regarding this Resolution with Leonard Dixon of the City by telephone at (702) 229-2120 or e-mail, at

LDixon@LasVegasNevada.gov, or by mail to Leonard Dixon, Office of Community Services, City Hall, 5th Floor, 495 S. Main St., Las Vegas, NV 89101.

Section 6. Nothing in this Resolution obligates the City to issue bonds for any particular project or to grant approvals for a project or constitutes a representation that such bonds will be issued, that such projects will be approved, or that any city Volume Cap other than the amount outlined in Section 1 will be made available for any particular project.

Section 7. This Resolution may be amended or repealed at any time by the City at its sole discretion before bonds are issued that use the Volume Cap described herein. After such bonds are issued, this Resolution may not be amended or repealed in such a manner as to change the allocation of Volume Cap to the bonds which have been issued.

Section 8. This Resolution shall be effective upon its passage and approval.

PASSED, ADOPTED AND APPROVED this 15th day of April, 2015.

(SEAL)

Carolyn G. Goodman, Mayor

Attest:

LuAnn D. Holmes, MMC
Acting City Clerk

APPROVED AS TO FORM

Val Steed 4-6-15

Val Steed, Date
Deputy City Attorney

"EXHIBIT A"
AGREEMENT

This Agreement is entered into on this 15th day of April, 2015 between the City of Las Vegas, Nevada (the City) and Nevada H.A.N.D., Inc. (the Sponsor), of that certain affordable rental housing project known as the 501 North Lamb Apartments (the Project).

WHEREAS, the Sponsor has submitted an application to the City for allocation of a part of the City's private activity bond Volume Cap in order for the Sponsor to finance the Project; and

WHEREAS, the City is inclined to allocate a portion of its private activity bond Volume Cap to the Project; and

WHEREAS, in so allocating its Volume Cap, the City is relying on representations made by the Sponsor in its application to the City with respect to the nature of the Project and other matters.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. The City will as provided in the resolution adopted by the City Council of the City (the "Resolution") allocate a portion of its bond Volume Cap to the Project under the conditions and for the term provided in the Resolution. Such allocation of bond Volume Cap is based on the representations contained in the Sponsor's application as to the nature of the Project and other matters stated in that application.

Section 2. The Sponsor agrees to provide written incremental progress reports, at three months intervals until completion of the construction project.

Section 3. The Sponsor agrees not to make any change in the Project or in any other of the items described in its application without obtaining consent of the City's Director of the City's Office of Community Services or his designee.

Section 4. This Agreement shall be effective on the date of its execution and remain in effect until the bonds which use the Volume Cap allocation described herein have been paid in full.

Section 5. This Agreement does not provide any City endorsement of the Project or any City representation as to the Project or the issuance of bonds for the Project, other than an allocation of private activity bond Volume Cap as provided in the Resolution. It is understood that the private activity bond Volume Cap will be transferred to the State of Nevada, and that the State of Nevada in its sole discretion will determine whether to finance the Project with the issuance of bonds. Other than the allocation of bond Volume Cap mentioned above, this Agreement in no way binds the City to the Project, and prior to the issuance of bonds which use this Volume Cap, the City may, in its sole discretion, amend or repeal the Resolution; but

after the issuance of bonds which use this Volume Cap, the City will not amend the Resolution in a manner which changes the allocation of Volume Cap to the bonds which have been issued.

Section 6. In the event the Sponsor breaches this Agreement, the City may sue for specific performance hereof by the Sponsor, may pursue legal action against the Sponsor, may use whatever other remedies may be available to it at law or in equity or may pursue any combination thereof. The Sponsor agrees to pay any of the City's attorney fees incurred in enforcing the terms of this agreement. If bonds have been issued which rely on the allocation of bond Volume Cap made by the Resolution, a breach of this Agreement will not result in forfeiture of bond Volume Cap which has been used for those bonds, but may, at the option of the City, result in forfeiture of any part of the bond Volume Cap described herein which has not been used by the issuance of bonds.

Section 7. No person is a third party beneficiary of this Agreement and nothing herein requires that the City enforce the provisions hereof; however, any failure to enforce or delay in enforcing the provisions hereof does not constitute a waiver of the City's right to enforce this Agreement. Any single or partial enforcement of any provision hereof does not preclude any other enforcement or the exercise of any other right, power or remedy the City may have.

Section 8. The persons signing this Agreement represent that they have the power to do so on behalf of the party for which they are signing.

IN WITNESS WHEREOF, the City and the Sponsor have caused this Agreement to be signed as of the day and year mentioned above.

City of Las Vegas, Nevada

(SEAL)

By: _____
Carolyn G. Goodman, Mayor

Attest:

_____
LuAnn D. Holmes, MMC
Acting City Clerk

Nevada H.A.N.D., Inc.

By: _____
Michael T. Mullin, President & C.E.O.

Approved as to form:

_____
Deputy City Attorney Date

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Report from the National Park Service, U.S. Department of the Interior, regarding the Tule Springs Fossil Beds National Monument and the Park Service's Centennial Campaign - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The National Park Service was created on August 25, 1916 by President Woodrow Wilson and the the national park system includes 407 areas in every state, the District of Columbia, American Samoa, Guam, Puerto Rico, and the Virgin Islands, totaling more than 84 million acres. The City of Las Vegas is now close to two units of the National Park Service: Lake Mead National Recreation Area and Tule Springs Fossil Beds National Monument. The National Park Service kicked-off its Centennial Celebration this month to promote parks across America. This presentation will provide an overview of their efforts on the Tule Springs Fossil Beds National Monument and their Centennial Campaign.

RECOMMENDATION:
Report only

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Report regarding the status of the National Museum of Organized Crime and Law Enforcement after three years of operation and the presentation of a check for $1.5 million to the City for annual payment of historic tax credits from Jonathan Ullman, Executive Director

Fiscal Impact

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

PURPOSE/BACKGROUND:
The National Museum of Organized Crime and Law Enforcement, also known as the Mob Museum, has been operating in downtown Las Vegas at the former federal courthouse and post office since February 2012. In that time, the museum has attracted more than 700,000 visitors and has won numerous awards as a "must see" for tourists and locals. The Mob Museum in partnership with the City of Las Vegas used historic tax credit financing to help pay for the facility. As part of the agreement, the museum will repay the City an annual amount of $1.5 million. The first of these payments was made in 2014. The federal historic tax credit program encourages the preservation and reuse of the nation's buildings by offering tax credits to preserve historic properties.

RECOMMENDATION:
Report only. No action required.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

ABEYANCE ITEM - Report for possible action regarding a financial overview of the Redevelopment Recovery Plan - Wards 1, 3, 5 (Tarkanian, Coffin, Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This report will provide a financial overview of the Redevelopment Agency Recovery Plan.

RECOMMENDATION:
Accept report and direct staff as appropriate.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

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

SUBJECT:

Discussion for possible action regarding a Purchase and Sale Agreement between City Parkway V, Inc., (CPV) and 3 Star Auto Body and Paint, Inc., (3 Star) for purposes of business retention, expansion and job creation, totaling approximately 0.55 acres of vacant land located along Bonanza Road which is part of 301 West Mesquite Avenue (APN 139-27-401-031) - Ward 5 (Barlow) [Note: This item is related to Item 51]

Fiscal Impact

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

PURPOSE/BACKGROUND:
The purpose of this Purchase and Sale Agreement between CPV and 3 Star, a Nevada corporation, is for the sale of vacant land located adjacent to 3 Star's existing business at 401 West Bonanza Road thereby facilitating: 1. Retention of an established business in the city; 2. Room for business expansion; and, 3. Job creation due to business expansion.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Purchase and Sale Agreement
3. Site Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 15, 2015
DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
ITEM DESCRIPTION: Discussion for possible action regarding a Purchase and Sale Agreement between City Parkway V, Inc., (CPV) and 3 Star Auto Body and Paint, Inc., (3 Star) for purposes of business retention, expansion and job creation, totaling approximately 0.55 acres of vacant land located along Bonanza Road which

1. 3 Star Auto Body and Paint, Inc., (3 Star) is an auto body repair business at 401 West Bonanza Road and has been a Ward 5 stakeholder since 2002.

2. Since July 2005, 3 Star has been in a month-to-month lease for approximately 16,000 square feet of vacant land owned by City Parkway V, Inc., (CPV) that is located adjacent to its business and that it uses for off-street parking of motor vehicles awaiting repair (Parking Area). Having this additional area for off-street parking has allowed 3 Star, over time, to take on more auto body repair work and expand its business incrementally.

3. 3 Star now has the opportunity to enter into additional auto body repair contracts for large commercial vehicles that would allow for additional business expansion and potentially create up to 4 full-time jobs. However, 3 Star is hesitant to enter into these contracts and make the financial commitments necessary to further expand its business due to the uncertain future availability of the Parking Area since the lease term is month-to-month.

5. To eliminate the uncertainty of the month-to-month lease term, 3 Star has offered to purchase approximately 24,000 square feet of vacant land which includes the Parking Area (Site) from CPV for the high appraised value of $5.00 per square foot or a total purchase price of $120,000.

6. To facilitate the land sale and use of the Site by 3 Star, CPV has agreed to provide 3 Star with:

a. Seller-financing at the following market rate terms:

i. Down payment - $24,000 (20% of purchase price)
ii. Loan amount - $96,000 (80% of purchase price)
iii. Interest rate - 9%
iv. Monthly payment - $1,544.55
v. Term - 7 years, fully amortized
vi. Prepayment penalty - None

b. A non-exclusive easement for access to Bonanza Road from the Site through an existing curb cut.

7. In addition, 3 Star has agreed to install certain site improvements within 12 months from the date of the close of escrow to purchase the Site. The site improvements to be installed include:

a. Decorative permanent security fencing and landscaping along the Bonanza Road perimeter of the Site; and,
b. Permanent security fencing along the east and south perimeters of the Site.

8. Also, in the event that 3 Star should fail to either install any of the site improvements or to install any of the site improvements within 12 months from the date of the close of escrow, CPV can make the outstanding note for the seller financing immediately due and payable by 3 Star.

9. Finally, the sale of the Site by CPV to 3 Star will facilitate the:

a. Retention of an established business in the city;
b. Room for business expansion; and,
c. Job creation due to business expansion.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between CITY PARKWAY V, INC., a Nevada non-profit corporation ("CPV") and 3 STAR AUTO BODY AND PAINT, INC. (d.b.a. Nevada State Collision Center), a Nevada corporation or its permitted successors or assigns ("Purchaser"). CPV and Purchaser may be referred to herein individually as a "Party" and together as the "Parties."

RECITALS

A. CPV owns a parcel of vacant land consisting of approximately 5.28 acres located along Bonanza Road in Las Vegas, Nevada, 89106 ("Parcel") and further described as Assessor's Parcel Number 139-27-401-031.

B. In consideration of Purchaser's agreement to retain its business in the City of Las Vegas and perform capital improvements on the Parcel that will support the expansion of its business as well as the creation of new jobs, CPV desires to sell portion of the Parcel consisting of approximately 24,000 square feet to Purchaser ("Site").

C. Purchaser desires to purchase the Site in order to retain its business in the City of Las Vegas and perform capital improvements on the Site that will support the expansion of its business as well as facilitate the creation of new jobs.

D. The Parties mutually desire to set forth in this Agreement the terms and conditions of the purchase and sale of the Site.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. PURPOSE OF AGREEMENT; COVENANTS, CONDITIONS AND RESTRICTIONS.

The purpose of this Agreement is to facilitate economic development in the City of Las Vegas, Nevada ("City") and to accomplish the purchase by Purchaser and sale by CPV of the Site, which will promote positive economic impacts as the result of business retention, expansion and the creation of new jobs.

The promotion of economic development in the City of Las Vegas through the purchase and sale of the Site are in the vital and best interests of CPV and the City and the health, safety, morals and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

2. SITE.

(a) The Site consists of approximately 0.55 acres (approximately 24,000 square feet) of vacant land as depicted on the map attached hereto as Exhibit "A", and as described in Exhibit "B" ("Site"), attached hereto. The Site shall be in the form agreed to by the Parties during the Feasibility Review Period (defined below) and in the amount of square footage to be determined by a survey to be completed and paid for by CPV prior to the Closing Date.

(b) City shall also convey to Purchaser a nonexclusive easement consisting of approximately 3,000 square feet for the sole purpose of vehicular and pedestrian ingress and egress to the Site ("Easement"). The Easement is also depicted on Exhibit "A" and described on Exhibit "B", also attached hereto. The Easement shall be in the written form agreed to by the Parties during the Feasibility Review Period and in the amount of square footage to be determined by a survey to be completed and paid for by CPV prior to the close of escrow.

The Easement is nonexclusive and is being provided by CPV as long as Purchaser agrees to pay all of the costs for the construction of any roadways to be located on the Easement and will be responsible for maintaining any such roadways at Purchaser's sole cost and expense.

3. PARTIES TO THIS AGREEMENT

(a) The Parcel owner is City Parkway V, Inc., a Nevada non-profit corporation ("CPV"). The principal office of CPV is located at 495 S. Main Street, 6th floor, Las Vegas, Nevada 89101.

(b) Purchaser is 3 Star Auto Body and Paint, Inc. (d.b.a. Nevada State Collision Center), a Nevada corporation. The principal office of Purchaser is located at 401 West Bonanza Road, Las Vegas, Nevada, 89106. Wherever the term "Purchaser" is used herein, such term shall include any assignee as herein provided.

(c) Pursuant to Resolution R-105-99 adopted by the City Council of the City effective November 20, 1999, Purchaser has disclosed on the form attached hereto as Exhibit "C" all principals, including board members, of Purchaser, as well as all persons and entities holding more than one percent (1%) interest in Purchaser. Up to the Closing Date (as defined below), Purchaser shall provide CPV with written notification of any material change in the above disclosure within thirty (30) days of any such change.

(d) The qualifications and identity of Purchaser are of particular concern to CPV, and it is because of such qualifications and identity that CPV has entered into this Agreement with Purchaser. Purchaser agrees that, except as otherwise provided herein, prior to the Closing Date:

(i) no voluntary or involuntary successor in interest of Purchaser shall acquire any rights or powers under this Agreement except as expressly set forth herein, and

(ii) except as may otherwise be permitted hereunder, Purchaser shall not assign all or any part of this Agreement without the prior written approval of CPV.

4. PURCHASE PRICE AND ACQUISITION OF SITE.

CPV agrees to sell, and Purchaser agrees to purchase, the Site on the terms and conditions provided herein. The purchase price for the Site is One Hundred Twenty Thousand Dollars ($120,000.00) or $5.00 per square foot of land of the Site rounded to the nearest one cent ($.01) ("Purchase Price"). The Purchase Price is based on $5.00 per square foot in the Site, which contains approximately 24,000 square feet. The Purchase Price may be adjusted up or down at a rate of $5.00 per square foot rounded to the nearest one cent ($.01) in the event there is a difference between the total square footage of the Site as indicated in this Agreement and by a survey to be completed and paid for by CPV prior to the Closing Date. The Purchase Price for the Site is due and payable at or before close of escrow as described in Section 7. For purposes of determining the Purchase Price, the area of the Site does not include dedicated rights-of-way or any public or utility easement that is not available for use for buildings, parking or landscaping and any such areas shall be deducted from the area of the Site for determination of the Purchase Price. Upon completion of the survey by CPV, CPV shall provide Purchaser with a copy of the survey and a final determination of (i) square footage of the Site; (ii) the final Purchase Price, (iii) the amount of the Promissory Note (defined below) and (iv) the amount of the Cash Balance Due (defined below)

5. SITE IMPROVEMENTS

CPV and Purchaser agree that, at Purchaser's sole expense, to install the following improvements at the Site within twelve months from the Close of Escrow: (i) Decorative permanent security fencing and landscaping along the Bonanza Road perimeter of the Site, and (ii) Permanent security fencing along the east and south perimeters of the Site ("Site Improvements"). Purchaser will be solely responsible to secure any and all permits and approvals, at Purchaser's sole expense, required by any governmental entity relative to acquiring and installing the Site Improvements at the Site. If Purchaser fails to install any of the Site Improvements within twelve months from the Close of Escrow, CPV reserves the right to accelerate payment of the Promissory Note described in Section 7(a) and declare all amounts due thereunder immediately due and payable.

6. EARNEST MONEY DEPOSIT

At or before five (5) business days following the approval of this Agreement by City Council, the Purchaser shall have delivered to Nevada Title Company, as Escrow Agent, a total deposit ("Earnest Money Deposit" or "Deposit") of Twelve Thousand Dollars ($12,000.00). The Earnest Money Deposit shall be held, invested, applied and released in accordance with Section 9.7 and the remaining terms of this Agreement, and shall be credited against the Purchase Price at the Close of Escrow.

7. PAYMENT OF THE PURCHASE PRICE

Payment of the Purchase Price shall be as follows:

(a) The sum of eighty percent (80%) rounded to the nearest one cent ($.01) of the finally determined Purchase Price pursuant to Section 4 shall be paid by Developer by its execution and delivery of a purchase money note upon the payment terms and provisions set forth in, and otherwise in form and in substance of, the promissory note attached to this Agreement as Exhibit "D" (the "Promissory Note"). The interest rate under the Promissory Note shall be nine percent (9%) per annum and the Promissory Notes shall be repaid in eighty-four (84) equal installments of principal and interest. The Parties estimate that the Promissory Note will be in the amount of Ninety-Six Thousand Dollars ($96,000.00) and the monthly payments will be One Thousand Five Hundred Forty-Four Dollars and Fifty-Five Cents ($1,544.55). In the event the Site is sold prior to the payment of the Promissory Note in full or Purchaser fails to install Site Improvements in Section 5 above, then all outstanding amounts under the Promissory Note shall be immediately due and payable.

(b) The entirety of the remaining balance of the Purchase Price, after deduction of the preceding purchase money obligation and the Earnest Money Deposit, and after adjustment as otherwise provided for under this Agreement, including Developer's closing expenses as set forth in Section 13 (such balance, after such deduction, credit and adjustments, the "*Cash Balance Due*"), shall be paid into Escrow by Developer in immediately available funds. The Parties estimate that the Cash Balance Due will be twelve thousand dollars ($12,000).

(c) The Note shall be secured by Purchaser's deed of trust and assignment of rents ("Deed of Trust") encumbering the Site in the form of Exhibit "E" attached hereto.

8. BROKERS.

Each Party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby and each Party (the "*Indemnitor*") shall indemnify and hold harmless the other Party from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, caused by or arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by the Indemnitor, to a commission, finder's fee or other compensation based upon the transactions contemplated hereby.

9. FORM OF DEED.

CPV shall convey to Purchaser fee simple title to the Site in the condition provided in Section 13 by a Grant, Bargain and Sale Deed ("Deed") in a form that is consistent with Exhibit "F".

10. ESCROW

(a) The Parties agree to open escrow with Nevada Title Company, Attention: Kristin Ravelo at 3993 Howard Hughes Parkway, Suite 120, Las Vegas, NV, 89169 ("Title Company"), as escrow agent ("Escrow Agent"). This Agreement constitutes the joint escrow instructions of the Parties, and a fully executed copy of the Agreement shall be delivered to the Escrow Agent promptly after the Effective Date. Upon mutual agreement by the Parties, either Party shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Subsequent additional escrow instructions may be authorized on behalf of CPV and executed by CPV, or by the designee of CPV, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates CPV. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section in writing, delivered to the Parties after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

(b) Not later than one (1) business day prior to the Closing Date (hereinafter defined), Purchaser shall deposit into escrow the following fees, charges and costs after the Escrow Agent has notified Purchaser of the amount of such fees, charges and costs:

(i) the Note duly executed by Purchaser;

(ii) the Deed of Trust duly executed and acknowledged by Purchaser;

(iii) the Cash Balance Due;

(iv) the Easement duly executed and acknowledged by Purchaser;

(iii) all of the premium and costs for the lenders' title insurance policy or special endorsements to be paid by the Purchaser as set forth in Section 17 of this Agreement ;

(iv) one-half (1/2) of the escrow fee and the recording costs for other recording documents;

(v) the cost of any title insurance endorsements Purchaser elects to obtain; and

(vi) any other applicable closing costs as allocated in accordance with customary practice in Clark County, Nevada.

(c) CPV shall pay the cost of:

(i) the CLTA owner's policy of title insurance in the amount of the Purchase Price and the actual cost, not to exceed $700.00, of the

additional premium for ALTA title insurance coverage should Purchaser elect to obtain an ALTA title insurance policy;

(ii) any state, county or city Real Property Transfer Tax (RPTT);

(iii) one-half of the escrow fee;

(iv) recording costs for the Deed and the Deed of Trust and the Easement;

(v) property taxes which are attributable to the periods prior to the Closing Date and all general or special assessments related to the Site, and all greenbelt, rollback or other similar taxes payable with respect to the Site; and

(vi) any other applicable closing costs as allocated in accordance with customary practice in Clark County, Nevada.

(d) Not later than one (1) business day prior to the Closing Date, CPV shall deposit with the Escrow Agent the following:

(i) The Deed duly executed and acknowledged by CPV and in recordable form;

(ii) The Easement duly executed and acknowledged by CPV;

(ii) Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement or reasonably necessary in order to complete the transaction, which have not been delivered;

(iii) An affidavit that evidences that CPV is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code, in the Escrow Agent's standard form;

(iv) A declaration of value in the form required by Clark County to record the Deed; and

(v) Affidavits that may be required to be delivered by CPV as the owner of the Site in order for Purchaser to obtain an extended ALTA Owner's Title Policy or any endorsements thereto.

(e) Not later than one (1) business day prior to the Closing, Purchaser shall deposit and deliver to Escrow Agent the following items, any documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

(f) The Escrow Agent is authorized and instructed to:

(i) charge the Parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Agreement and related solely to the acquisition and transfer of the Site to Purchaser, provided that before such payments are made, the Escrow Agent shall notify the Parties of the fees, charges and costs necessary to clear title and close the escrow and prepare a settlement statement reflecting all such costs and expenses, which settlement statement shall be approved by each of the Parties (the "Settlement Statement");

(ii) Deliver to CPV by wire transfer or intrabank transfer funds in an amount equal to the Cash Balance Due plus the Earnest Money Deposit less CPV's closing costs in accordance with this Agreement and deliver the Deed and other documents to the Parties entitled thereto when the conditions of this escrow have been fulfilled by the Parties;

(iii) record in the following order (i) first, the Deed; (ii) second the Deed of Trust; (iii) the Easement; and (iv) any other instruments delivered through this escrow, if necessary or proper, to vest title in Purchaser in accordance with the terms and provisions of this Agreement and to perfect CPV's interest in the Deed of Trust.

(g) All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general interest bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any of Escrow Agent's other such general interest bearing escrow account or accounts. All disbursements shall be made by wire transfer, cashier's check or check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited under this Agreement shall be for the benefit of the Party responsible for depositing those funds with the Escrow Agent and shall apply to the Purchase Price or returned to Purchaser as provided elsewhere herein.

(h) If this escrow is not in condition to close before the Closing Date, either Party who then shall have fully performed the acts to be performed before the Closing may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither Party shall have fully performed the acts to be performed by it on or before the Closing, no termination or demand for return shall be recognized until five (5) days after the Escrow Agent shall have mailed copies of such demand to the other Party at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to

the Site until instructed in writing by both Parties or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section shall be construed to impair or affect the rights or obligations of either Party to specific performance.

(i) The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both Parties or until the Party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

(j) Any amendment of these escrow instructions shall be in writing and signed by both Parties. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from the Escrow Agent to the either Party shall be directed to the addresses and in the manner established in the notice section of this Agreement for notices, demands and communications between the Parties.

(k) The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it hereunder.

11. CLOSE OF ESCROW, CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

11.1 Provided that neither Party is in default under this Agreement and all conditions precedent to such conveyance have occurred, the consummation of the sale by CPV, purchase and conveyance to Purchaser of title to the Site ("Closing") shall be completed on or prior to but no later than fifteen (15) days after the expiration of the Feasibility Review Period (as defined in Section 14) or the next business day of such fifteenth (15^{th}) day is not a business day ("Closing Date"). The Parties shall perform all acts necessary for conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision. Possession shall be delivered to Purchaser concurrently with the Closing.

11.2 Notwithstanding any other provision of this Agreement, CPV's obligation to proceed with the Close of Escrow is subject to the fulfillment of each of the following conditions precedent (individually and collectively, "Conditions Precedent") (all of which Conditions Precedent are solely for the benefit of CPV and any of which Conditions Precedent may be waived in writing by CPV in its sole discretion):

(a) Purchaser shall have performed in all material respects in accordance with its covenants and obligations under this Agreement;

(b) On the Closing Date, Purchaser shall tender performance as provided for in this Agreement in accordance with its terms;

(c) On the Closing Date, all representations and warranties of Purchaser set forth in this Agreement shall be true and correct in all material respects in accordance with their respective terms as if made again on and as of the Closing Date; and

(d) On the Closing Date, Escrow Agent is prepared to issue the Lender Title Policy as required hereunder.

11.3 Notwithstanding any other provision of this Agreement, Purchaser's obligation to proceed with the Close of Escrow (all of which Conditions Precedent are solely for the benefit of Purchaser and any of which Conditions Precedent may be waived in writing by Purchaser in its sole discretion):

(a) CPV shall have performed in all material respects in accordance with its covenants and obligations under this Agreement;

(b) On the Closing Date, CPV shall tender performance as provided for in this Agreement in accordance with its terms;

(c) On the Closing Date, all representations and warranties of CPV set forth in this Agreement shall be true and correct in all material respects in accordance with their respective terms as if made again on and as of the Closing Date;

(d) On the Closing Date, Escrow Agent is prepared to issue the Title Policy as required hereunder;

(e) This Agreement has not been terminated pursuant to Section 14.

12. GENERAL REPRESENTATIONS AND WARRANTIES

(a) Representations and Warranties by CPV. CPV represents and warrants that as of the Effective Date and the date of Closing:

(i) CPV has all requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement constitutes the legal, valid, binding and enforceable obligation of CPV;

(ii) By proper action of CPV, CPV's signatories have been duly authorized to execute and deliver this Agreement;

(iii) To CPV's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site;

(iv) To CPV's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Site or against CPV which would inhibit CPV's ability to perform its obligations under this Agreement;

(v) To CPV's actual knowledge, the execution, delivery and performance of this Agreement by CPV shall not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to CPV or the Site, or (ii) result in any lien, charge or encumbrance of any nature on the Site other than as permitted by this Agreement;

(vi) The execution of this Agreement by CPV does not violate any provision of any other agreement to which CPV is a party;

(vii) CPV has and shall convey to Purchaser good and marketable fee simple title to the Site subject only to the exceptions permitted by this Agreement, including the Easements. Except as shown on the Title Report (hereinafter defined), there are no encumbrances, liens, covenants, restrictions, reservations, options, leases, tenancies, easements, encroachments, claims, agreements, instruments or other matters affecting title or possession of the Site;

(viii) No labor has been performed or material furnished for the Site, or any part thereof, for which CPV has not heretofore fully paid or shall pay prior to Closing, or for which a mechanic's or materialman's lien or liens, or any other lien, can be claimed by any person, party or entity;

(ix) CPV has delivered or made available to Purchaser, true, correct and complete copies of all Seller Deliverables (defined below); and

(x) CPV is not currently obligated to sell the Site to any other person and entity, other than Purchaser pursuant to this Agreement, nor do there exist any rights of first refusal, rights of first option or purchase options relating to the Site.

As used in this Agreement, the term "CPV's actual knowledge" means the actual knowledge of the City's Economic and Urban Development Director William Arent after a review of the records of CPV pertaining to the Site.

(b) Representations and Warranties of Purchaser. Purchaser represents and warrants to CPV that as of the Effective Date and the date of Closing:

(i) Purchaser is a Nevada corporation duly organized and existing under the laws of the State of Nevada;

(ii) Purchaser has all requisite power and authority to carry out business as now and whenever conducted and to enter into and perform its obligations under this Agreement;

(iii) By proper action of Purchaser, Purchaser's signatories have been duly authorized to execute and deliver this Agreement;

(iv) Execution of this Agreement by Purchaser does not violate any provision of any other agreement to which Purchaser is a party;

(v) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Purchaser, other than the Required Approvals, are necessary in connection with the execution of this Agreement by Purchaser or with the performance by Purchaser of its obligations hereunder; and

(vi) To Purchaser's actual knowledge as of the Effective Date, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against Purchaser which would inhibit Purchaser's ability to perform its obligations under this Agreement.

(c) CPV and Purchaser each warrant and represent to the other Party that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby and each Party shall indemnify and hold harmless the other Party from and against any and all liabilities arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by such Party to a commission, finder's fee or other compensation based upon any of the transactions under this Agreement.

(d) Representations and warranties made by either Party under this Agreement, and the right to indemnification or recovery based on such representations or warranties, shall survive the Closing for a period of six (6) months following the Closing Date, after which they shall expire and be null and void unless an action or proceeding has been filed within such six (6) month period.

13. CONDITION OF TITLE

(a) CPV shall convey to Purchaser fee simple title subject only to:

(i) A lien not yet delinquent for ad valorem taxes for real property (subject to CPV's obligation to pay the same to the extent provided in Section 10(c));

(ii) All matters disclosed by the Title Report or the ALTA survey described in paragraph (b) of this Section 13, or any supplemental report, and which are approved or deemed approved by Purchaser in accordance with this Section 13; and,

(iii) Provided that, prior to Closing, CPV agrees to cooperate with Purchaser to sign any applications needed to initiate the process to remove or vacate any easements listed in the preliminary title report. CPV and Purchaser both acknowledge and agree that Purchaser shall be solely responsible for any costs and responsibility associated with the process to remove or vacate said easements.

(b) The Escrow Agent shall, upon the delivery of a fully executed copy of this Agreement to Escrow Agent, deliver to Purchaser a current preliminary title report ("Title Report") and legible copies of all documents referred to therein covering or relating to the Site. Purchaser may obtain the Survey. Purchaser shall then approve or disapprove the exceptions listed in the Title Report and ALTA survey as to the Site (each, an "Objection" and collectively the "Objections") by giving CPV and Escrow Agent written notice thereof (the "Objection Notice") prior to the expiration of the Feasibility Review Period (defined below). Failure to give an Objection Notice by such date of approval or disapproval of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens, encumbrances and taxes, all of which shall be required to be paid by CPV on the Closing Date without objection thereto by Purchaser. If Purchaser delivers an Objection Notice, CPV shall have ten (10) days from the date of the delivery of such Objections Notice within which to agree in writing to remove the Objection(s). Failure to give written notice of such agreement to Purchaser and the Escrow Agent shall be deemed to be refusal. If CPV does not agree to remove any Objections properly and timely disapproved by Purchaser, this Agreement shall terminate without further liability to Purchaser, unless Purchaser waives its objection in writing delivered to CPV and to the Escrow Agent. If CPV shall agree to remove any Objections, CPV shall then have until the date for Closing within which to remove such Objections and shall use its best efforts to remove the Objections. If despite the use of its best efforts CPV is unable to remove any Objection which CPV has agreed to remove by the Closing, Purchaser may elect as its sole right and remedy to (i) terminate this Agreement and receive a return of the Deposit and all other funds or documents deposited by Purchaser or (ii) waive the Objection and proceed to Closing.

14. FEASIBILITY REVIEW; INSPECTION

(a) Purchaser shall have until one hundred twenty (120) days after the Effective Date ("Feasibility Review Period") to review the condition of the Site and the feasibility of Purchaser's plan of development on the Site and such other matters as Purchaser may determine.

(b) Prior to any entry upon the Site for the purpose of conducting any tests or studies, Purchaser shall furnish or cause to be furnished to CPV duplicate originals (or certified copies) or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least One Million Dollars ($1,000,000) for any person, Two Million Dollars ($2,000,000) for any occurrence and Five Hundred Thousand Dollars ($500,000) property damage, naming the CPV and the City of Las Vegas, Nevada as additional insureds or co-insureds. Purchaser shall deliver to CPV a certificate of insurance substantiating coverage in a minimum amount of $2,000,000.00 combined single limit bodily injury and broad form property

damage coverage, including broad form contractual liability, written on an "occurrence" basis and naming the CPV and the City of Las Vegas as an additional insured. Each insurance company's rating as shown in the latest Best's Key Rating Guide is disclosed and entered on the delivered certificate of insurance and is no lower than "A VII". The Parties agree that the insurance specified in this Section14(b) to be obtained by Purchaser shall not limit the liability of Purchaser hereunder.

(c) Purchaser may elect, at any time prior to the expiration of the Feasibility Review Period, to terminate this Agreement for any reason, or for no reason, by delivering written notice to CPV and Escrow Agent (a "Termination Notice"); provided, however, that if Purchaser fails to deliver a Termination Notice prior to the-expiration of the Feasibility Review Period, Purchaser shall be deemed to have approved the feasibility and this condition shall be deemed satisfied. If this Agreement is terminated pursuant to this Section, Purchaser shall pay to Escrow Holder an amount equal to the cost of the cancellation of Escrow, and neither Party shall have any further rights or obligations under this Agreement and the Deposit shall immediately be refunded to Purchaser.

(d) During the Feasibility Review Period, Purchaser and its representative and consultants (including architects and engineers or potential tenants) shall have the right to enter upon and inspect the Site and conduct such boundary and topographic surveys, soil and engineering tests environmental assessments, and such other tests and studies as Purchaser deems desirable, with engineers or consultants licensed in the State of Nevada; provided that such inspections and tests shall not materially damage the Site in any respect; provided, further, that such tests and inspections are conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations; provided, still further, that Purchaser notifies CPV in writing at least forty-eight (48) hours prior to the date that Purchaser intends to conduct invasive testing or inspections on the Site. Following Purchaser's inspections or testing on the Site, Purchaser promptly shall restore the Site to its original condition as existed prior to any such inspections and/or tests. If Purchaser, its agents, representatives or employees undertakes any boring or other disturbance of the soil, the soil so disturbed shall be recompacted to the original condition of the Site and Purchaser shall obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompacted to the original condition of the Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, Purchaser agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to CPV) CPV, its affiliates or assignees, which are under the control of CPV and its officers, agents and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature to the extent growing out of or in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances, to the extent brought on the Site by Purchaser), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof, to the extent brought on the Site by Purchaser), to the extent such personal injury, death, loss, destruction or damage arises in any way in connection with or incident to the occupation or use of the Site by, or the presence thereon of, Purchaser, its officers, agents or employees and occurs from any such cause.; provided, however, that the foregoing indemnity and hold harmless obligations shall not apply to (i) any loss, liability, cost, claim, damage, injury

or expense to the extent arising from or related to the acts or omissions of CPV, its affiliates or assignees, or their respective, directors, owners, employees, agents, contractors, or representatives, (ii) any diminution in value in the Property arising from or relating to matters discovered by Purchaser or its agents, employees, representatives, contractors or subcontractors during Purchaser's investigation of the Site; (iii) any defects in the Site discovered by Purchaser or its agents, employees, representatives, contractors or subcontractors; and (iv) the existence of any Hazardous Substances which are discovered (but not deposited) on or under the Site by Purchaser or its agents, employees, representatives, contractors or subcontractors. If Purchaser should discover any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action, Purchaser shall immediately notify CPV of the same. The indemnity obligations of Purchaser under this Section shall survive any termination of this Agreement or delivery of the Deed and transfer of title. Purchaser covenants and agrees upon request of CPV to promptly deliver to CPV without charge therefore, the results and copies of any and all environmental reports and related correspondence.

(e) Purchaser covenants and agrees to pay in full for all materials joined or affixed to the Site by Purchaser and to pay in full all persons who perform labor upon the Site at the request of Purchaser, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site for any work done or materials furnished thereon at the instance or request or on behalf of Purchaser; and Purchaser agrees to indemnify, hold harmless and defend (with counsel acceptable to CPV) CPV, its affiliates, officers, agents and employees against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, such labor performed or such materials furnished prior to Closing.

15. CONDITION OF APPROVAL FOR THE AGREEMENT.

Approval of the Agreement by Las Vegas City Council is subject to that legislative body making a finding that the sale of the Site to Purchaser is being done for economic development purposes in order for said sale to comply with Nevada Revised Statute Chapter 268.063.

16. CLOSE OF ESCROW.

Upon the fulfillment of the conditions described in this Agreement, the Escrow Agent shall file the Deed for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to Purchaser the Title Policy (hereinafter defined). The recordation of the Deed shall constitute the close of escrow.

17. TITLE INSURANCE.

(a) Concurrently with recordation of the Deed, and as a condition of the Closing, the Escrow Agent and any required co-insurer shall provide and deliver to Purchaser a title insurance policy issued by the Escrow Agent insuring that title is vested in Purchaser in the condition required by Section 13, and the title insurance policy shall be of the type and in the amount requested by Purchaser, and with such endorsements and affirmative coverages as may

be required by Purchaser (the "Title Policy"). If Purchaser desires to obtain extended coverage for its title policy, CPV shall provide the Escrow Agent at the Closing with such evidence and customary documents as are reasonably required to issue such coverage.

(b) The Escrow Agent shall provide and deliver to CPV, a lender's ALTA title insurance policy in the amount of Promissory Note issued by the Escrow Agent insuring the beneficiary's interest under the Deed of Trust subject to those exceptions and matters shown on the Preliminary Title Report issued by Nevada Title Company dated as of _____ as Order Number _____ (the "*Lender Title Policy*").

18. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS.

Purchaser shall be responsible for the payment of all real estate taxes and assessments assessed and levied on the Site for any period subsequent to Closing. CPV shall be responsible for the payment of all real estate taxes and assessments assessed and levied on the Site for any period prior to Closing. Prior to Closing, Purchaser shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien.

19. CONVEYANCE FREE OF POSSESSION.

The Site shall be conveyed free of any possession or right of possession by any other person except that of approved easements, vacations, or dedications of record, which are mutually agreeable to the Parties.

20. "AS IS"SALE.

(a) Except as otherwise provided in this Agreement, Purchaser acknowledges and agrees that the Site is to be sold and conveyed to and accepted by Purchaser pursuant to this Agreement in an "as is" condition, with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, CPV makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, except as otherwise provided herein CPV makes no representations or warranties with respect to the use, condition, title, occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record,) other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. Purchaser acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and the purchase and sale of the Site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) Except as otherwise stated herein, Purchaser, for itself, its successor and assigns, and for each and every subsequent owner of the Site ("Releasing Party") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and

claims which Purchaser has or may have in the future against CPV, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Purchaser or any Releasing Party now has or which Purchaser or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Materials or violation of Environmental Laws (hereinafter defined) or arising out of or in connection with any other physical or environmental condition of the Site.

(c) Except as specifically set forth herein, Purchaser agrees that CPV is making no representations or warranties regarding the environmental or any other condition of the Site.

(d) Definitions.

(i) As used in this Agreement, the term "Hazardous Materials" means any substance, material or waste which is:

(1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste" or "restricted Hazardous waste" under any provision of Nevada law;

(2) petroleum;

(3) asbestos;

(4) polychlorinated biphenyls;

(5) radioactive materials;

(6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317);

(7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or

(8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

(ii) As used in this Agreement, the term "Environmental Laws" shall mean any and all laws (whether common or statutory), compacts, treaties, conventions, rules, regulations, codes, plans, requirements, criteria, standards, orders, decrees, judgments, injunctions, notices or demand letters issued, promulgated or entered thereunder by any federal, state or local governmental entity relating to public or employee health and safety, pollution or protection of the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act and otherwise ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Federal Safe Drinking Water Act, the Federal Water Pollution Control Act, and any and all other federal, state and local laws, rules, regulations and orders relating to reclamation of land, wetlands and waterways or relating to use, storage, emissions, discharges, cleanup, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Materials on or into the workplace or the environment (including without limitation, ambient air ,oceans, waterways, wetlands, surface water, ground water (tributary and nontributary), land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of pollutants, contaminants, chemicals or industrial, toxic, hazardous or similar substances.

21. GOVERNMENTAL PERMITS.

Nothing in this Agreement shall affect the responsibility of Purchaser to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. Purchaser shall be responsible for the payment of permit fees, which shall be limited to those fees that are authorized by ordinance.

22. TIME OF ESSENCE.

Time is of the essence of this Agreement and every obligation hereunder.

23. DEFAULT AND REMEDIES

(a) IN THE EVENT PURCHASER FAILS TO PERFORM ANY OF ITS MATERIAL OBLIGATIONS REQUIRED TO BE PERFORMED HEREUNDER PRIOR TO CLOSING, INCLUDING, WITHOUT LIMITATION, THE FAILURE OF PURCHASER TO FULFILL ONE OR MORE OF THE CONDITIONS PRECEDENT TO CLOSING PROVIDED FOR THE BENEFIT OF CPV AS SET FORTH IN SECTION 10.2 UNLESS WAIVED IN WRITING BY CPV, OR IN THE EVENT THE CLOSING DOES NOT OCCUR BY REASON OF A DEFAULT BY PURCHASER, CPV MAY AS ITS SOLE REMEDY, BY WRITTEN

NOTICE TO PURCHASER AND ESCROW AGENT, TERMINATE THIS AGREEMENT AND RECEIVE FROM ESCROW AGENT THE DEPOSIT AS CPV'S LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY PURCHASER. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT CPV'S ACTUAL DAMAGES FOR ANY SUCH BREACH BY PURCHASER HEREUNDER WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

INITIALS:

CPV: _____

PURCHASER: _____

(b) In the event CPV fails to perform any of its obligations required to be performed hereunder prior to Closing, including, without limitation, the failure of CPV to fulfill one or more of the Conditions Precedent to closing provided for the benefit of Purchaser as set forth in Section 10.3 unless waived in writing by Purchaser, or in the event the Closing does not occur by reason of a default by CPV, Purchaser's sole remedy shall be to pursue one, and only one, of the following remedies as its sole right and remedy:

(i) to waive such default; or

(ii) to terminate this Agreement; and on such termination, the Deposit shall be returned to Purchaser and the Parties thereafter shall have no liability or obligation hereunder; or

(iii) to demand specific performance of CPV's obligations under this Agreement without any abatement in the Purchase Price or other consideration and without any liability whatsoever on the part of CPV for damages.

(c) Notwithstanding any termination of this Agreement for any reason whatsoever, the obligations of Purchaser under Sections 12(c) and 12(d) shall survive such termination of this Agreement for a period of one (1) year.

24. SURVIVAL.

The representations and warranties contained in this Agreement, and the covenants that extend beyond the Closing, shall survive the recordation of any Deed and shall not be deemed merged into such Deed.

25. SUCCESSORS AND ASSIGNS.

This Agreement shall inure to the benefit of and bind the successors and assigns of the Parties, subject to the provisions of this Agreement regarding assignment.

26. NO PERSONAL LIABILITY.

No official or employee of CPV shall be personally liable to Purchaser for any default or breach by CPV, for any amount which may become due to Purchaser, or for any obligation of CPV under the terms of this Agreement. No manager, member, officer, or employee of Purchaser shall be personally liable to CPV for any default or breach by Purchaser, for any amount which may become due to CPV, or for any obligation of Purchaser under the terms of this Agreement.

27. NOTICES, DEMANDS AND COMMUNICATIONS.

Formal notices, demands and communications between the Parties shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of CPV and Purchaser as set forth in this Section. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate in writing. Service by United States Mail or by Federal Express or other similar delivery service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner.

If to CPV:	City Parkway V, Inc. c/o City of Las Vegas - EUD 495 South Main Street, 6th Floor Las Vegas, Nevada 89101 Attention: William Arent, Director
With a copy to:	City of Las Vegas Attorney's Office 495 South Main Street, 6th Floor Las Vegas, Nevada 89101 Attention: Teri Ponticello, Esq.
If to Purchaser:	3 Star Auto Body and Paint D.B.A Nevada State Collision Center Attn: Ben O. Peralta Sr., President 401 West Bonanza Road Las Vegas, Nevada 89106

28. SUBSEQUENT CPV APPROVALS.

Any consents or approvals of CPV required or permitted by the terms of this Agreement may be given by the City Manager of the City or such other person that the City Manager designates in writing, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates CPV.

29. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This includes Exhibits A, B, C, D, E and F attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the City Manager of the City and President of the Purchaser or other appropriate authorities of Purchaser and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the City Manager of the City and President of the Purchaser or other appropriate authorities of Purchaser.

30. SEVERABILITY.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

31. GOVERNING LAW.

The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

32. CAPTIONS AND SECTIONS.

The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement. Unless specified otherwise, all references to Sections herein refer to the Sections of this Agreement.

33. COUNTERPARTS.

This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

34. REPORTING PERSON.

The Title Company is hereby designated as the Reporting Person (as defined in Section 6045(e) of the Code and the regulations promulgated thereunder) as permitted by Treasury Regulation Section 1.6045-4(e)(5).

35. DATES.

If any date or other deadline set forth herein falls on a Saturday, Sunday or federal banking holiday, the date for performance on such date shall be extended to the succeeding day which is not a Saturday, Sunday or federal banking holiday.

36. FURTHER ASSURANCES.

Each Party shall from time to time execute and deliver such further instruments as the other Party or its counsel may reasonably request to effectuate the intent of this Agreement, including, but not limited to, documents necessary for compliance with the laws, ordinances, rules or regulations of any governmental authority.

37. EFFECTIVE DATE; TERMINATION DATE.

The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been approved by Las Vegas City Council. This Agreement and all rights and obligations of the Parties which survive the Closing hereunder shall terminate on the date which is one (1) year after the Completion of Construction.

IN WITNESS WHEREOF, the Parties have entered into this Agreement to be effective as of the Effective Date.

Date of City Council Approval:

_____, 2015.

CPV	PURCHASER
CITY PARKWAY V, INC., a Nevada non-profit corporation	3 STAR AUTO BODY AND PAINT, a Nevada corporation
By:_____	By:_____ Ben O. Peralta, Sr., President
Its:_____	

ATTEST:

_____

APPROVED AS TO FORM:

_____ Esq.
Date 3-26-15

LIST OF EXHIBITS

EXHIBIT A	MAP OF SITE AND EASEMENT
EXHIBIT B	DESCRIPTIONS OF SITE AND EASEMENT
EXHIBIT C	DISCLOSURE OF PRINCIPALS
EXHIBIT D	FORM OF PROMISSORY NOTE
EXHIBIT E	FORM OF DEED OF TRUST ASSIGNMENT OF RENTS
EXHIBIT F	FORM OF GRANT, BARGAIN AND SALE DEED

EXHIBIT A

MAP OF SITE AND EASEMENT

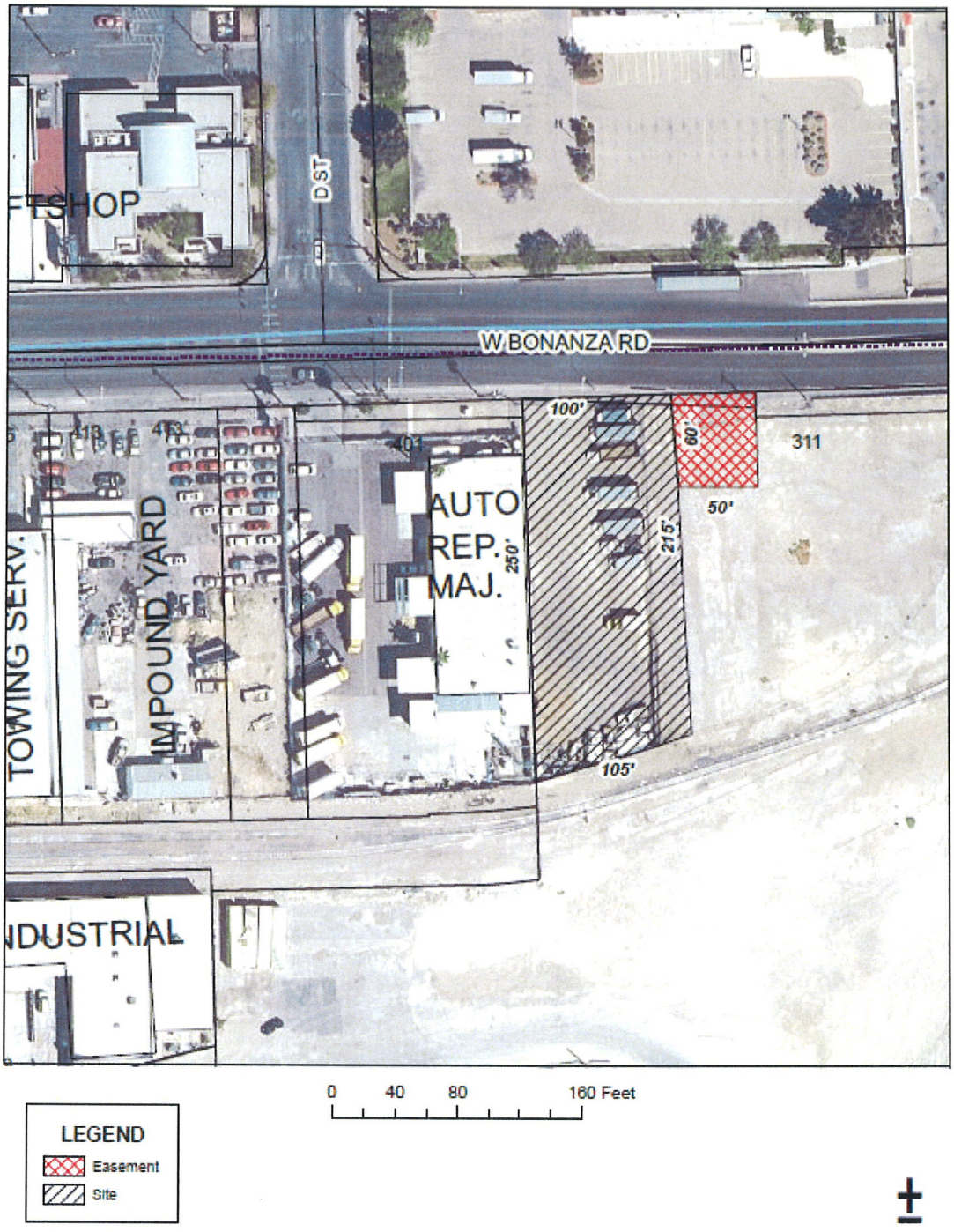


EXHIBIT B

DESCRIPTIONS OF SITE AND EASEMENT

DESCRIPTION OF SITE:

An approximately 24,000 square foot portion of the northwest corner of Assessor's Parcel Number 139-27-401-031, bounded on the north starting from the northwest corner of the parcel approximately 100 feet east along W. Bonanza Road, on the east by approximately 215 feet south to the Union Pacific Railroad spur, on the south by approximately 105 feet west to the parcel border line and on the west by approximately 250 feet north to W. Bonanza Road.

DESCRIPTION OF EASEMENT:

An approximately 3,000 square foot portion of Assessor's Parcel Number 139-27-401-031, bounded on the north from starting approximately 100 feet from the northwest corner of the parcel extending 150 feet along Bonanza Road on the north, approximately 60 feet south on the east, approximately 50 feet west on the south and approximately 60 feet north back to W. Bonanza Road.

EXHIBIT C

DISCLOSURE OF PRINCIPALS

DISCLOSURE OF PRINCIPALS

The principals and partners of 3 Star Auto Body and Paint and all persons and entities holding more than 1% (one percent) interest in 3 Star Auto Body and Paint or any principal 3 Star Auto Body and Paint are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Ben O. Peralta	401 W. Bonanza RD. LV. NV	702-798-8828
2. Anna M. Peralta	"	"
3. Ben C. Peralta	"	"
4. James L. Peralta	"	"
5.		
6.		
7.		
8.		
9.		
10.		

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

By: BEN O. PERALTA
Its: Benperalta
President

Subscribed and sworn to before me this
31st day of March, 2015
Carolyn Marinello
Notary Public

CAROLYN MARINELLO
Notary Public State of Nevada
No. 94-0918-1
My appt. exp. May 22, 2016

EXHIBIT D

FORM OF PROMISSORY NOTE

PROMISSORY NOTE

$_____ _____ 2015

Las Vegas, Nevada

FOR VALUE RECEIVED, the undersigned, 3 STAR AUTO BODY AND PAINT, INC. (d.b.a. Nevada State Collision Center), a Nevada corporation ("Maker"), hereby promises to pay to CITY PARKWAY V, INC., a Nevada not-for-profit corporation ("PAYEE") at 495 S. Main Street, 6th Floor, Las Vegas, Nevada 89101 the principal sum of _____Dollars ($_____). Simple interest shall accrue, from time to time, on the unpaid principal balance under this Promissory Note ("Note") at the annual rate of nine percent (9.0%). Principal and interest shall be payable in lawful money of the United States of America. The place of payment may be changed from time to time as PAYEE or any permitted assignee thereof may designate in writing.

A. Purchase and Sale Agreement

This Note is made and delivered pursuant to, and in implementation of that certain Purchase and Sale Agreement by and between PAYEE and Maker dated _____, 2015 ("Agreement"). All capitalized terms contained herein that are not defined herein shall have the same meaning as set forth in the Agreement.

Maker

B. Repayment

Principal and interest under this Note shall be payable in eighty-four (84) equal payments of _____ Dollars ($_____) commencing on _____, 2015.

C. Transferability

This Note may be negotiated or transferred by PAYEE without the consent of Maker.

D. Prepayment

Maker shall have the right to prepay, in whole or in part, the principal amount at anytime, provided, however, that all payments shall first be applied to accrued unpaid interest and then to principal.

E. Deed of Trust and Assignment of Rents and Leases

This Note shall be secured by a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (the "Deed of Trust") of even date herewith made by Maker, as grantor, to Nevada Title Company, as trustee, for the benefit of Payee, as beneficiary.

F. Legal Actions; Attorneys' Fees and Costs

Maker agrees to pay the following costs, expenses and attorneys' fees paid or incurred by PAYEE after default by Maker and adjudication by a court: (1) reasonable costs of collection, costs and expenses, and attorneys' fees paid or incurred in connection with the collection, enforcement or foreclosure sale of any security for this Note, or of any covenant of this Note or such security, whether or not suit is filed (including costs for services or advice of one or more attorneys with regard to collection of this Note against Maker, any guarantor or any other party liable therefore or to the protection of its rights under this Note, the Deed of Trust, the Agreement or other loan document); (2) costs of suit and such sums the court may adjudge as attorneys' fees in any action to enforce payment of this Note or any part of it; (3) costs of suit and such sums as the court may adjudge as attorneys' fees in any other litigation or controversy connected with the enforcement of this Note or the security for it including, but not limited to, actions for declaratory relief that PAYEE is required to prosecute or defend and actions for relief based on rescission, or actions to cancel this Note that PAYEE is required to defend; and (4) PAYEE costs incurred in seeking to have the Site abandoned by or reclaimed from any estate in bankruptcy, or attempts to have any stay or injunction prohibiting the enforcement or collection of the Note or prohibiting the enforcement of the Deed of Trust or any other agreement evidencing or securing this Note lifted by any bankruptcy or other court. Notwithstanding the foregoing, in the event legal action is brought by either party to enforce or interpret this Note, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred.

G. Defaults

The occurrence of any of the following shall constitute an event of default under this Note: (i) the Maker fails to pay any amount due hereunder on its due date which remains uncured after fifteen (15) days after written notice from PAYEE; or (ii) any material default by Maker under the Agreement or the Deed of Trust (after the expiration of any applicable notice and cure period or (iii) sale or transfer of the Site or any portion thereof in violation of the Deed of Trust or (iv) PAYEE fails to commence and complete the installation of improvements in accordance with Section 5 of the Agreement after fifteen (15) days written notice. Upon the occurrence of any event of default and expiration of any applicable cure period, or at any time thereafter, at the option of PAYEE and without notice, the entire unpaid principal and interest owing on this Note shall become immediately due and payable. This option may be exercised at any time following any such event, and the acceptance of one or more installments thereafter shall not constitute a waiver of PAYEE's option. PAYEE's failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. PAYEE's failure in the exercise of any other right or remedy hereunder or under any agreement that secures the indebtedness or is related thereto shall not affect any right or remedy, and no single or partial exercise of any right or remedy shall preclude any further exercise thereof.

H. Default Interest

Any amounts not paid when due hereunder shall bear interest at the rate of (i) fifteen percent (15%) per annum, or (ii) the Prime Rate plus five (5) percentage points per annum, whichever is greater, from the due date of such amount. If the interest rate specified in this Note is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law. The term "Prime Rate" means that rate of interest publicly announced from time to time by the Bank of America, N.A. as its prime lending rate of interest.

I. Waiver of Presentment

Maker and any endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without any way affecting or discharging this liability.

J. Notices

Any notices provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested, at their respective addresses stated in the Deed of Trust .

K. Binding Effect

This Note shall be binding upon Maker, its successors and its assigns.

L. Applicable Laws

This Note shall be construed in accordance with and be governed by the laws of the State of Nevada.

M. Miscellaneous

(a) No release of any security for the Indebtedness or any person liable for payment of the Indebtedness, no extension of time for payment of this Note or any installment hereof, and no alteration, amendment or waiver of any provision of this Note or the Deed of Trust made by agreement between Payee and any other person or party shall release, modify, amend, waive, extend, change, discharge, terminate or affect the liability of Maker, and any other person or party now or hereafter liable for the payment of this Note in whole or in part.

(b) Maker and all sureties, endorsers, guarantors and any other party now or hereafter liable for the payment of this Note in whole or in part, hereby severally (i) waive demand, presentment for payment, notice of dishonor and of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices (except any notices which are specifically required by this Note or the Deed of Trust), filing of suit and diligence in collecting this Note or enforcing any of the security herefor; (ii) agree to any substitution, subordination, exchange or release of any such security or the release of any party

primarily or secondarily liable hereon; (iii) agree that the holder hereof shall not be required first to institute suit or exhaust its remedies hereon against Maker or others liable or to become liable hereon or to perfect or enforce its right against them or any security herefor; (iv) consent to any extensions or postponements of time of payment of this Note for any period or periods of time and to any partial payments, before or after maturity, and to any other indulgences with respect hereto, without notice thereof to any of them; (v) waive the benefit of all homestead and similar exemptions as to this Note; (vi) agree that their liability under this Note shall not be affected or impaired by any determination that any security interest or lien taken by Payee to secure this Note is invalid or unperfected; and (viii) hereby subordinate any and all rights against Maker and any of the security for the payment of this Note, whether by subrogation, agreement or otherwise, until this Note is paid in full.

(c) This Note may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Maker or Payee, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

(d) Whenever used, the singular number shall include the plural, the plural the singular, and the words "Payee" and "Maker" shall include their respective successors, assigns, heirs, executors and administrators.

(e) If Maker consists of more than one person or party, the obligations and liabilities of each such person or party shall be joint and several. However, in no event shall any of Maker's direct or indirect partners, members, shareholders, principals, beneficial owners, officers and/or directors have any personal liability for the obligations under this Note.

(f) A determination that any provision of this Note is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Note to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

(g) The terms, provisions, covenants and conditions hereof shall be binding upon Maker and the heirs, devisees, representatives, successors and assigns of Maker.

(h) Captions and headings in this Note are for convenience only and shall be disregarded in construing it.

(i) The loan evidenced by this Note is a loan only, and is not intended, and shall not under any circumstances be deemed, to create an equitable or other interest in favor of Payee to any direct or indirect equity interest in Maker.

(j) Time is of the essence of this Note.

IN WITNESS WHEREOF, Maker has duly executed this Promissory Note on the day and year first above written.

3 STAR AUTO BODY AND PAINT
a Nevada corporation

By: _____

Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2015 by

_____.

_____
Notary Public

[Notarial Seal]

My Commission Expires:

_____

EXHIBIT E

FORM OF DEED OF TRUST ASSIGNMENT OF RENTS

APN: _____
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
City Parkway V, Inc.
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101

DEED OF TRUST ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT, AND FIXTURE FILING

THIS DOCUMENT IS ALSO A FIXTURE FILING IN ACCORDANCE WITH NRS SECTION 104.9502.

This Deed of Trust, Assignment of Rents and Leases, Security Agreement, and Fixture Filing ("*Deed of Trust*"), made as of _____, 2015 by 3 STAR AUTO BODY AND PAINT, INC. (d.b.a. Nevada State Collision Center), a Nevada corporation as trustor ("*Trustor*") whose mailing address is 401 W. Bonanza Road, Las Vegas, Nevada, 89106, to NEVADA TITLE COMPANY, a Nevada corporation, as trustee ("*Trustee*") whose mailing address is 3993 Howard Hughes Parkway, Suite 120, Las Vegas, Nevada, 89169 and CITY PARKWAY V, INC., a Nevada not-for-profit corporation, as beneficiary and secured party ("*Beneficiary*") whose mailing address is 495 S. Main Street, 6th Floor, Las Vegas NV 89101.

I. Grant in Trust and Secured Obligations

1.1 Grant in Trust. For the purpose of securing payment and performance of the Secured Obligations defined and described in Section 1.2 in such order of priority as Beneficiary may determine, Trustor hereby irrevocably and unconditionally grants, bargains, conveys, sells, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title and interest which Trustor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "*Property*") and Trustor shall and shall warrant and forever defend the above-bargained Property in the quiet and peaceable possession of the Trustee, its successors and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof. Trustor agrees that any greater title to the Property hereafter acquired by Trustor during the term hereof shall be subject hereto.

(a) The real property located in the County of Clark, State of Nevada, as more fully described in Exhibit "I-1" attached hereto and made a part hereof as if fully set forth,

together with all existing and future easements and rights affording access to it (the "*Land*"); together with

(b) All buildings, structures and improvements now located or later to be constructed on the Land (the "*Improvements*"); together with

(c) All existing and future appurtenances, privileges, easements, franchises and tenements of the Land, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Land, all development rights and credits, air rights, water, water courses, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, easements, rights-of-way, gores or strips of land, and any land lying in the streets, ways, alleys, passages, roads or avenues, open or proposed, in front of or adjoining the Land and Improvements; together with

(d) All of Trustor's right, title, and interest in and to all rents, issues, and profits of and from the Property, and in and to all leases now or hereafter existing, of all or any part of the Premises (the "*Leases*") and in and to the right to use and possess the Property, including, without limitation, any and all of the rents, issues, profits now due or which may hereafter become due under and by virtue of all present and future Leases, between Beneficiary, as landlord, and any and all tenants of the Property, together with

(e) All real property and improvements on it, and all appurtenances and other property and interests of any kind or character which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Land and improvements; together with

(f) All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all which shall be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust; together with

(g) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, which have been or later shall be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements; together with

(h) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Trustor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes,

drafts and letters of credit (other than letters of credit in favor of Beneficiary), which arise from or relate to construction on the Land or to any business now or later to be conducted on it, or to the Land and Improvements generally; together with

(i) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

(j) All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory ("*Books and Records*"); together with

(k) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

1.2 Secured Obligations.

(a) This Deed of Trust, and the Note secured hereby, are entered into in implementation of that certain Purchase and Sale Agreement between Trustor and Beneficiary dated _____, 2015 (the "Agreement"). Any capitalized terms that are not defined in this Deed of Trust shall have the same meaning as set forth in the Agreement. Trustor makes the grant, bargain, conveyance, sale, transfer and assignment set forth in Section 1.1 and grants the security interest set forth in Article II for the purpose of securing the following obligations (the "*Secured Obligations*") in any order of priority that Beneficiary may for the benefit of itself choose:

(i) Payment and performance of all obligations of Trustor under that certain Promissory Note dated _____, 2005 in the principal amount of _____ Dollars ($_____.00) payable to the order of Beneficiary (the "*Note*").

(ii) Payment and performance of all obligations of Trustor under this Deed of Trust; and

(iii) Payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations.

II. Grant of Security Interest

2.1 Security Agreement. The parties intend for this Deed of Trust to create a lien on the Property in favor of Beneficiary. The parties acknowledge that some of the Property may be determined under applicable law to be personal property or fixtures. To the extent that any Property may be or be determined to be personal property, Trustor as debtor hereby grants Beneficiary as secured party a security interest in all such Property, to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the Nevada Uniform Commercial Code, covering all such Property.

2.2 Financing Statements. Trustor authorizes Beneficiary to file one or more financing statements and such other documents as Beneficiary may from time to time require to perfect or continue the perfection of Beneficiary's security interest in any Property. Trustor shall pay all fees and costs that Beneficiary may incur in filing such documents in public offices and in obtaining such record searches as Beneficiary may reasonably require. In case Trustor fails to execute any financing statements or other documents for the perfection or continuation of any security interest, Trustor hereby appoints Beneficiary as its true and lawful attorney-in-fact to execute any such documents on its behalf. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall never be construed as in any way derogating from or impairing this Deed of Trust or the rights or obligations of the parties under it.

III. Fixture Filing

This Deed of Trust constitutes a financing statement filed as a fixture filing under NRS 104.9502, as amended or recodified from time to time, covering any Property which now is or later may become fixtures attached to the Land or Improvements.

IV. Rights and Duties of the Parties

4.1 Covenants, Representations and Warranties. Trustor agrees, represents, and warrants as follows:

(a) Trustor covenants to keep the Property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

(b) Trustor shall keep the Property, including future improvements, insured against liability and loss by fire and other hazards to such an extent and in such amounts as may be commercially reasonable and shall pay promptly, when due, any premium due on such insurance. All insurance shall be carried in reputable companies, shall name Beneficiary as an

additional insured and shall provide that loss payments will be payable to Beneficiary. In the event of a casualty of any kind or nature resulting in damage to or destruction of the Property or any part thereof, Trustor promptly shall give notice thereof to Beneficiary and any insurance proceeds shall be used for the restoration or repair of the Property at the option of Trustor and any excess thereof paid to Beneficiary in reduction of principal.

Trustor shall furnish or cause to be furnished to Beneficiary duplicate originals or appropriate certificates of bodily injury liability and property damage liability insurance policies in the amount of at least One Million Dollars ($1,000,000) for any person, Two Million Dollars ($2,000,000) for any occurrence and Five Hundred Thousand Dollars ($500,000) property damage, naming Beneficiary and the City of Las Vegas, Nevada as additional insureds or co-insureds. Trustor shall deliver to Beneficiary a certificate of insurance substantiating coverage in a minimum amount of $2,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, written on an "occurrence" basis and naming Beneficiary and the City of Las Vegas as an additional insureds. Each insurance company's rating as shown in the latest Best's Key Rating Guide is disclosed and entered on the delivered certificate of insurance and is no lower than "A VII". The Parties agree that the insurance specified in this Section14(b) to be obtained by Trustor shall not limit the liability of Trustor hereunder.

(c) Trustor covenants to appear in and defend any action or proceeding purporting to affect the Property or any part thereof, or the title thereto, or any adverse claim for or against the Property or any part thereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.

(d) Trustor covenants to pay at least ten days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust. Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor shall have the right to contest in good faith the validity or the amount of any tax or assessment levied against the Property by such proceedings as may be appropriate in the jurisdiction in which such Property lies and may defer payment of such obligations, pay same under protest, or take such other steps as Trustor may deem appropriate; provided, however, Trustor shall (i) not permit or allow the institution of any foreclosure proceedings or similar action against the Property, (ii) diligently pursue such contest and during the pendency of any such contest, Trustor shall furnish to Beneficiary a bond in such amount and in form and substance reasonably satisfactory to Beneficiary, indemnifying against liens with security reasonably acceptable to Beneficiary, (iii) maintain sufficient reserves to pay such taxes when the validity is finally decided by the appropriate court and (iv) immediately pay any amount adjudged by a court of competent jurisdiction to be due, with all costs, interest, and penalties thereon.

(e) Whenever under any provision of this Deed of Trust Trustor shall be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability

whatsoever, and Trustor fails, refuses or neglects to perform as herein required, Beneficiary shall be entitled, but shall not be obligated, to make any such payment or expenditure or to do any such act or things, or to incur any such liability, all on behalf of and at the cost and for the account of Trustor. In such event, the amount thereof with interest thereon at the rate set forth in the Note shall be paid by Trustor to Beneficiary on demand. Without limiting the generality of the foregoing, any act or payment by Beneficiary to cure, forestall, prevent or mitigate default hereunder shall be at the sole option of Beneficiary, shall be at the cost of Trustor and shall be reimbursed to Beneficiary as above provided. Beneficiary shall not be bound to inquire into the validity of any apparent or threatened tax, assessment, adverse title, lien, encumbrance, claim, or charge before making an advance for the purpose of preventing, removing or paying the same. Beneficiary shall be subrogated to all rights, equities and liens discharged by any such expenditure.

(f) Trustor shall insure the Property as required by this Deed of Trust. The amount collected under any insurance policy shall be paid to Beneficiary and credited as follows: first, to accrued interest due under the Note; next to expenditures hereunder; and any remainder upon the principal due under the Note; and interest shall thereupon cease upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Trustor, without liability upon the Trustee for such release. Trustor further agrees that any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of insurance.

(i) Beneficiary shall receive evidence reasonably satisfactory to it that after repair or reconstruction, the Property would be at least as valuable as it was immediately before the damage or condemnation occurred; and

(ii) The Net Claims Proceeds shall be sufficient in Beneficiary's reasonable determination to pay for the total cost of repair or reconstruction; or Trustor shall provide its own funds in an amount equal to the difference between the Net Claims Proceeds and a reasonable estimate, made by Trustor and found acceptable by Beneficiary, of the total cost of repair or reconstruction; and

(iii) Beneficiary shall be satisfied that the repair or reconstruction can be completed prior to the maturity date of the Note; and

(iv) No Event of Default shall have occurred and be continuing under this Deed of Trust; and

(v) Then, in either event, Beneficiary shall permit Trustor to use the Net Claims Proceeds to pay costs of repairing or reconstructing the Property either (x) in accordance with the requirements or provisions of the Prior Beneficiary's lien or deed of trust or (y), as follows: Beneficiary shall hold the Net Claims Proceeds, and any funds which Trustor is required to provide, in an interest-bearing account and shall disburse

them to Trustor to pay costs of repair or reconstruction upon presentation of evidence reasonably satisfactory to Beneficiary that repair or reconstruction has been completed satisfactorily and lien-free; provided, however, if requested by Trustor, Beneficiary shall make partial progress payments of Net Claims Proceeds from time to time, provided that (1) such shall not be more frequently than Beneficiary approves in its reasonable discretion, (2) for each such disbursement, Beneficiary shall receive a disbursement request package including a written draw request, all in form and substance and containing such items, reasonably acceptable to Beneficiary, together with such information and documentation relating thereto as Beneficiary requests to evidence the progress of construction and payment and lien releases relating thereto, all as reasonably determined by Beneficiary.

(g) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(h) Except as provided below in this paragraph (h), Trustor hereby agrees that Trustor shall not: (i) transfer, sell, assign, encumber (including, without limitation, any mortgage or deed of trust subordinate to the lien of this Deed of Trust) or otherwise convey all or any part of Trustor's interest in the Property, or (ii) permit or suffer the filing of any mechanic's, materialman's or other liens against the Property or any part thereof without either discharging the same within fifteen (15) days after the same shall have been filed or providing to Beneficiary with a bond in amounts and form reasonably satisfactory to Beneficiary covering the amount of such lien. Trustor agrees that any transfer: (x) to any entity of more than 49% of the membership interests in Trustor, or (y) of stock not in a publicly held corporation or not for the beneficial interest in any publicly held partnership or real estate investment trust; and (z) not as a result of the exercise by any lender of its security or other interests in the ownership of Trustor shall be a violation of this paragraph (h).

Trustor at all times shall keep and shall maintain the Property in good order and condition, provided that Trustor shall have the right to construct those improvements required to be constructed by Trustor under the Agreement and Note ("Permitted Improvements"). Permitted Improvements (i) may be made only by duly licensed contractors and subcontractors, and only after Trustor and its contractors have obtained all necessary permits from all applicable

governmental authorities, (ii) must conform to all rules and regulations established from time to time by any Board of Fire Underwriters, insurance carrier or other body or agency now or hereafter exercising similar functions, and applicable laws and regulations of applicable governmental authorities, and (iii) shall be completed lien free. Trustor shall obtain and deliver to Beneficiary upon request copies of waivers of mechanics' and materialmen's liens against the Property from time to time obtained. If notwithstanding the foregoing any mechanic's or materialmen's lien is filed against the Property for work done or materials furnished to or for Trustor, the lien shall be discharged or affirmatively bonded over by Trustor within twenty (20) business days of notice thereof, provided, that the foregoing shall not operate to or be deemed to impair the right of Trustor to dispute any such claim. Trustor shall defend, indemnify and hold Beneficiary and its officers, employees, agents and invitees, from and against any claim, demand, loss, cause of action, suit, judgment, damage, injury, cost, expense and liability (including reasonable attorneys' fees) arising out of or in connection with Permitted Improvements or any other improvements to the Property from the date hereof until final payment in full of the Note, and such obligation to defend, indemnify and hold harmless shall survive the payment in full of the Note and the release of this Deed of Trust.

(i) If any action or proceeding shall be instituted for any purpose affecting the Property, or any part thereof, the title thereto or this Deed of Trust, or should Trustor receive any notice from any governmental agency relating to the use or occupancy of the Property, Trustor shall immediately upon service thereof on or by Trustor, deliver to Beneficiary true copies of each notice, petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings and papers, however designated, served in any such action or proceeding.

(j) The waiver or release by Beneficiary or Trustee of any default or of any of the provisions, covenants and conditions hereof on the part of Trustor to be kept and performed shall not be a waiver or release of any preceding or subsequent breach of the same or any other provision, covenant or condition contained herein. The subsequent acceptance of any sum in payment of any indebtedness secured hereby or any other payment hereunder by Trustor to Beneficiary or Trustee shall not be construed to be a waiver or release of any preceding breach by Trustor of any provision, covenant or condition of this Deed of Trust other than the failure of Trustor to pay the particular sum so accepted, regardless of Beneficiary's or Trustee's knowledge of such preceding breach at the time of acceptance of such payment. No payment by Trustor or receipt by Beneficiary of a lesser amount than the amount herein provided shall be deemed to be other than on account of the earliest sums due and payable hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Beneficiary may accept any check or payment without prejudice to Beneficiary's right to recover the balance of such sum or pursue any other remedy provided in this Deed of Trust. The consent by Beneficiary or Trustee to any matter or event requiring such consent shall not constitute a waiver of the necessity for such consent to any subsequent matter or event.

(k) Trustor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Materials on or in the Land in violation of any Environmental Laws. Trustor shall not do, nor allow anyone else to do, anything affecting the Land that is in violation of any Environmental Laws. Trustor shall promptly give Beneficiary written notice of any

investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Land and any Hazardous Materials or Environmental Laws of which Trustor has actual knowledge. If Trustor learns, or is notified by any governmental or regulatory authority, that the removal or other remediation of any Hazardous Materials affecting the Land is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Laws. For purposes of this Deed of Trust, "*Hazardous Materials*" shall mean any substance, water or material which has been determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation and/or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment. For purposes of this Deed of Trust, the term "*Environmental Laws*" means federal laws and laws of the jurisdiction where the Land is located that relate to health, safety or environmental protection.

(l) Trustor agrees to indemnify, defend with counsel acceptable to Beneficiary, and hold Beneficiary, City of Las Vegas and affiliated entities, and their respective officers, directors, employees and agents, harmless from and against all actual or threatened liabilities, claims, actions, foreseeable and unforeseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from the presence of any Hazardous Materials in or around any part of the Land, or in the soil or groundwater under the Land, including expenses incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, including any resulting damages or injuries to the person or property of any third parties or to any natural resources but excluding any such liabilities and claims arising from the acts of Beneficiary or of its agents.

(m) Trustor agrees to indemnify, defend with counsel acceptable to Beneficiary, and hold Beneficiary, City of Las Vegas and affiliated entities, and their respective officers, directors, employees and agents, harmless from and against all actual or threatened liabilities, claims, actions, foreseeable and unforeseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from or relating in anyway to the development and/or operation of the Property.

4.2 Reconveyance. When the Note and all of the other Secured Obligations have been paid in full, Beneficiary shall request Trustee in writing to reconvey the Property, and shall surrender this Deed of Trust to Trustee. When Trustee receives Beneficiary's written request for reconveyance and all fees and other sums owing to Trustee by Trustor under Section 4.3, Trustee shall reconvey the Property, or so much of it as is then held under this Deed of Trust, without warranty to the person or persons legally entitled to it. Such person or persons shall pay any costs of recordation. In the reconveyance, the grantee may be described as "the person or persons legally entitled thereto," and the recitals of any matters or facts shall be conclusive proof of their truthfulness. Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance.

V. Default and Remedies.

5.1 Events of Default. Trustor shall be in default under this Deed of Trust upon the occurrence of any one or more of the following events (some or all collectively, "*Events of Default;*" any one singly, an "*Event of Default*"):

(a) Trustor fails to perform any obligation to pay money which arises under this the Secured Obligations, including, without limitation, the Note or this Deed of Trust, and does not cure that failure within fifteen (15) days after written notice from Beneficiary or Trustee; or

(b) Trustor is in default of Section 4.1(a); or

(c) Trustor fails to perform any obligation arising under this Deed of Trust other than one to pay money and other than a default of Section 4.1(a), and does not cure that failure within thirty (30) days ("*Initial Cure Period*") after written notice from Beneficiary or Trustee. So long as Trustor begins within the Initial Cure Period and diligently continues to cure the failure, and Beneficiary, in its sole judgment, determines that the cure cannot reasonably be completed at or before expiration of the Initial Cure Period then the Initial Cure Period may be extended by a period not to exceed ninety (90) days;

(d) A default occurs under any of the Secured Obligations, including without limitation, any payments due under the Note.

5.2 Remedies. At any time after an Event of Default, Beneficiary and Trustee shall be entitled to invoke any and all of the rights and remedies described below or otherwise available at law or equity. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

5.3 Beneficiary's Power of Enforcement

(a) Time is of the essence hereof. Upon the occurrence of an Event of Default, Beneficiary may, at its option and in its sole and absolute discretion, deliver to the Trustee written declaration of default and demand for sale and of written Notice of Breach and Election to Sell (this term is interchangeable with Notice of Default and Election to Sell) to cause the Property to be sold to satisfy the obligations hereof, which Notice the Trustee shall cause to be filed for record. Beneficiary may also deposit with the Trustor the Guarantee and all documents evidencing expenditures secured hereby.

(b) After the lapse of such time as may then be required by law following the recordation of said Notice of Breach and Election to Sell, and notice of sale having been given as then required by law, the Trustee without demand on Trustor, shall sell the Property at the time and place fixed by it in said notice, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. The Trustee may, for any cause it deems expedient, postpone the sale of all or any portion of the Property until it shall be completed and, in every case, notice

of postponement shall be given by public announcement thereof at the time and place last appointed for the sale and from time to time thereafter the Trustee may postpone such sale by public announcement at the time fixed by the preceding postponement. The Trustee shall execute and deliver to the purchaser its Trustee's Deed conveying the Property so sold but without any covenant or warranty, express or implied. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale.

After deducting all costs, fees and expenses of the Trustee and of this Trust, including the cost of any evidence of title procured in connection with such sale, the Trustee shall apply the proceeds of sale to the payment of: (1) all sums expended under the terms hereof, not then repaid; (2) all other sums then secured hereby; and (3) the remainder, if any, to the person or persons legally entitled thereto.

(c) If an Event of Default shall have occurred, Beneficiary may, either with or without entry or taking possession, and without regard to whether or not the Secured Obligations and other sums secured hereby shall be due and without prejudice to the right of Beneficiary thereafter to bring an action or proceeding to foreclose or any other action for any default existing at the time such earlier action was commenced, proceed by any appropriate action or proceeding: (A) to enforce payment of the Guarantee or the performance of any other term hereof; (B) to foreclose this Deed of Trust in the manner provided by law for the foreclosure of deeds of trusts on real property and to sell, as an entirety or in separate lots or parcels, the Property pursuant to the laws of the State of Nevada or under the judgment or decree of a court or courts of competent jurisdiction and Beneficiary shall be entitled to recover in any such proceeding all costs and expenses incident thereto, including reasonable attorneys' fees in such amount as shall be awarded by the court; and (C) pursue any other remedy available to it at law or in equity.

5.4 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. Trustor agrees to the full extent permitted by law that in case of a default on its part hereunder, neither Trustor nor anyone claiming through or under it shall or shall set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust or the absolute sale of the Property or the final and absolute transfer of possession of the Property, immediately after such sale, to the purchasers thereof. Trustor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Property marshaled upon any foreclosure of the lien hereof and agrees that the Trustee or any court having jurisdiction to foreclose such lien may sell the Property in part or as an entirety.

5.5 Receiver. If an Event of Default shall have occurred, Beneficiary, to the extent permitted by law and without regard to the value, adequacy or occupancy of the security for the Secured Obligations and other sums secured hereby, shall be entitled as a matter of right, if it so elects, to the appointment of a receiver to enter upon and take possession of the Property and to collect all rents, enforce any lease provisions and other benefits thereof and apply the same as the court may direct, and such receiver may be appointed by any court of competent jurisdiction by

ex parte application and without notice of hearing, such notice of hearing being hereby expressly waived. The expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the powers herein contained, shall be secured by this Deed of Trust. The right to enter and take possession of and to manage and operate the Property and to collect all rents, enforce any lease provisions and other benefits thereof whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Beneficiary shall be liable to account only for such rents and other benefits actually received by Beneficiary. Notwithstanding the appointment of any receiver or other custodian, Beneficiary shall be entitled as pledgee to the possession and control of any cash, deposits, and instruments at the time held by, or payable or deliverable under the terms of this Deed of Trust to Beneficiary.

5.6 Suits to Protect the Property. Beneficiary shall have the power and authority, but shall have no obligation, to institute and maintain any suits and proceedings as Beneficiary may deem advisable (a) to prevent any impairment of the Property by any acts which may be unlawful or any violation of this Deed of Trust; (b) to preserve or protect its interest in the Property; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be otherwise prejudicial to Beneficiary's interest.

5.7 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding affecting Trustor, its creditors or its property, Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim or other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire Secured Obligation due and payable by Trustor under the Guarantee, this Deed of Trust, and any other instrument or document securing the Guarantee, or otherwise heretofore or hereafter executed in connection with the Secured Obligation hereunder, at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by Trustor after such date.

VI. Miscellaneous Provisions

6.1 Merger. No merger shall occur as a result of Beneficiary's acquiring any other estate in or any other lien on the Property unless Beneficiary consents to a merger in writing.

6.2 Joint and Several Liability. If Trustor consists of more than one person, each shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

6.3 Applicable Law. This Deed of Trust shall be governed by Nevada law.

6.4 Successors in Interest. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

6.5 Statute of Limitations. To the extent permitted by law, Trustor hereby waives the right to plead the statute of limitations as a defense to any and all obligations secured by this Deed of Trust.

6.6 Substitution of Trustee. Beneficiary, or any successor in ownership of any Secured Obligation hereby may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

6.7 Waiver of Marshaling. Trustor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to direct the order in which any of the Property shall be sold in the event of any sale under this Deed of Trust. Each successor and assign of Trustor, including any holder of a lien subordinate to this Deed of Trust, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

6.8 Time of Essence. Time is of the essence of this Deed of Trust.

6.9 Severability. If any provision of this Deed of Trust should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of this Deed of Trust.

6.10 Notices. Trustor hereby requests that a copy of notice of default and notice of sale be mailed to it at the address set forth below. That address is also the mailing address of Trustor as Debtor under the Uniform Commercial Code. Beneficiary's address given below is the address for Beneficiary as Secured Party under the Uniform Commercial Code.

Addresses Where Notices to
Trustor Are to be Sent:

3 Star Auto Body and Paint, Inc.
(d.b.a. Nevada State Collision Center)
401 W. Bonanza Road
Las Vegas, Nevada 89101
Attn: Ben O. Peralta, Sr., President

Address Where
Notices to BeneficiaryAre to be Sent:

City Parkway V, Inc.
c/o City of Las Vegas - EUD

495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
Attn: William Arent, Director

6.11 Statutory Covenants. Where not inconsistent with the above, the following covenants, Nos. 1; 2 (full replacement value); 3; 4 (fifteen percent (15%) per annum); 5; 6; 7 (a reasonable percentage); 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

6.12 Interpretation

(a) Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender shall include any other gender. The captions of the sections of this Deed of Trust are for convenience only and do not define or limit any terms or provisions. The word "*include(s)*" means "*include(s), without limitation,*" and the word "*including*" means "*including, but not limited to.*"

(b) The word "*obligations*" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions.

(c) No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Deed of Trust. The Exhibits to this Deed of Trust are hereby incorporated in this Deed of Trust.

[Signature On Next Page}

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing the day and year first above written.

TRUSTOR:

3 STAR AUTO BODY AND PAINT, INC.
a Nevada corporation

By:_____
Ben O. Peralta, Sr.

Its:_____
President

STATE OF_____)
) SS
COUNTY OF_____)

This instrument was acknowledged before me on _____ by _____.

(Signature of Notarial Officer)

(Seal, if any)

(My Commission Expires_____)

EXHIBIT I-1

LEGAL DESCRIPTION

[To be inserted]

EXHIBIT F

GRANT, BARGAIN AND SALE DEED

APN:

RECORDING REQUESTED BY:
City Parkway V, Inc.

AFTER RECORDATION MAIL TO,
AND SEND TAX BILLS TO:
3 STAR AUTO BODY AND PAINT, INC.
(d.b.a. Nevada State Collision Center)
401 W. Bonanza Road
Las Vegas, Nevada 89106

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, City Parkway V, Inc., a Nevada nonprofit corporation ("Grantor"), hereby grants, bargains and sells to 3 Star Auto Body and Paint, Inc., whose address is 401 W. Bonanza Road, Las Vegas, Nevada 89106 ("Grantee"), all right, title, and interest in the real property ("Property") legally described on Exhibit A attached hereto and incorporated herein by this reference.

IN WITNESS THEREOF, Grantor has caused this instrument to be executed as of _____.

GRANTOR:

CITY PARKWAY V, INC.
By: _____
Its: _____
Attest: _____

Approved as to form:

_____
Date

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2015, by _____, _____ of the City Parkway V, Inc.

_____
NOTARY PUBLIC

Exhibit A to Grant Bargain and Sale Deed

Legal Description

[To be provided by CPV]

Exhibit B to Grant Bargain and Sale Deed

Legal Description
(Permitted Exceptions to be added)

[To be provided by CPV]

SITE MAP

301 West Mesquite Avenue



City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: LARRY HAUGSNESS ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding approval of an Interlocal Contract for the transfer of land between the City of Las Vegas and the Las Vegas-Clark County Library District located at 2601 Sunrise Avenue and 833 North Las Vegas Boulevard ($7,000,000 plus closing costs - Parks and Leisure Activities Capital Project Fund [CPF]) - Wards 3 and 5 (Coffin and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $7,000,000 plus closing costs
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Operations and Maintenance/Real Estate Division

PURPOSE/BACKGROUND:
The City is to convey the land located at 2601 Sunrise Avenue to the Las Vegas-Clark County Library District (District). In addition, the City will make a capital contribution to the District towards the cost of the new library building and related facilities to be constructed on the property at 2601 Sunrise Avenue. In exchange the District will deed the premises located at 833 North Las Vegas Boulevard to the City pursuant to the terms of the Interlocal Contract.

RECOMMENDATION:
Approval. If approved, the City's Real Estate Administrator is hereby authorized to execute any documents, as approved as to form by the City Attorney, related to the acquisition of the real property.

BACKUP DOCUMENTATION:
Interlocal Contract

INTERLOCAL CONTRACT
FOR THE TRANSFER OF LAND BETWEEN THE CITY OF LAS VEGAS AND THE LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT

THIS INTERLOCAL CONTRACT FOR THE TRANSFER OF LAND ("Agreement") is entered into this _____ day _____ 2015, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City"), and Las Vegas-Clark County Library District, a political subdivision of the State of Nevada, ("District"). City and District may be referred to singularly as "Party" or collectively as "Parties."

RECITALS

WHEREAS, pursuant to Nevada Revised Statute ("NRS") 277.180 any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

WHEREAS, City is the owner of that certain vacant real property, Assessor's Parcel Number ("APN") 139-36-302-005, with an address of 2601 Sunrise Avenue, Las Vegas, Clark County, Nevada and commonly known as the former Clark County School District Variety School site (the "Sunrise Parcel");

WHEREAS, the City is the owner of that certain real property, APN 139-27-708-017 with an address of 833 North Las Vegas Boulevard 89101, Las Vegas, Clark County and commonly known as the Las Vegas Library (the "Library Parcel");

WHEREAS, the District leases the Library Parcel pursuant to that certain lease agreement dated February 19, 1986 and subsequent First Amendment dated October 16, 1991 and Second Amendment dated May 18, 2011 (collectively, the "Original Lease");

WHEREAS, the District constructed the Las Vegas Library and museum building and related improvements (the "Premises") and currently operates the Las Vegas Library on the Property;

WHEREAS, pursuant to NRS 277.050, the governing body of public agencies may exchange land for property or cash by adopting a resolution declaring its intent and without advertising for public bids;

WHEREAS, the City desires to convey the Sunrise Parcel to the District in exchange for the transfer of the Premises to the City and an additional capital contribution from the City for the outlay needed by the District for the cost of the new library building and related facilities to be constructed on the Sunrise Parcel (the "East Las Vegas Library) (collectively, the "Exchange").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

AGREEMENT
ARTICLE 1. CITY AGREES:

1. to execute and deliver to Escrow Agent a Grant, Bargain and Sale Deed in the form attached here to as Exhibit A to convey the Sunrise Parcel from the City to the District.
2. to pay to District within sixty (60) days following the recordation of conveyance of the Sunrise Parcel an amount of Seven Million Dollars and No Cents ($7 Million) as a capital contribution (the "Contribution") towards the cost of the new library building and related facilities to be constructed on the Sunrise Parcel ("East Las Vegas Library").

3. to permit the District to occupy the Premises in the space it occupies at the time of execution of this Agreement ("District Occupancy Area") during the term of the District's design, construction and move-in of the East Las Vegas Library at no cost to the District (the "Holdover Term"). The Holdover Term shall terminate no later than October 31, 2017 and at that time the District shall vacate the District Occupancy Area and remove all of the District's personal property with thirty (30) calendar days.
4. to assume all utility accounts for the Premises upon recordation of the conveyance of the Sunrise Parcel.
5. to assume all maintenance and repair obligations related to the Library Parcel and Premises, including without limitation, the structure, building systems (e.g. mechanical, electrical and plumbing) and landscaping, but specifically excluding general maintenance of the District Occupancy Area during the Holdover Term, including without limitation, janitorial, minor repairs (e.g. light bulb replacement, carpet/drywall repairs, etc.).
6. to pursue and make a good faith effort to secure, at the City's sole cost and expense, Federal or State New Markets Tax Credits or other federal, state or local subsidies, on the District's behalf, for the East Las Vegas Library project.
7. to spearhead efforts to acquire, on behalf of the District, one of the Southern Nevada Housing Authority's parcels located near the corner of East Bonanza Road and North 29th Street, or E. Cedar and 28th Street (collectively, the "SNHA Parcels") as a potential alternative to the Sunrise Parcel for development of a new District library branch. Any interlocal contracts or other agreements between the Parties related to aforementioned parcels shall be negotiated by the Parties in the future.

ARTICLE 2. DISTRICT AGREES:

1. to execute and deliver to Escrow Agent a Bill of Sale in the form attached hereto as Exhibit B for the transfer of the real property improvements constructed on Library Parcel to the City in an "As Is" condition without any warranties or representations of any kind or character, express or implied, with respect to the premises including, but not limited to, any warranties or representations as to habitability, merchantability or fitness for a particular purpose.
2. to commence the planning, design and construction of the East Las Vegas Library upon execution of this Agreement and to vacate the Premises , subject to the Force Majeure clause set forth below, and to occupy and operate the East Las Vegas Library no later than October 31, 2017.
3. to expend the Contribution on the planning, design and construction costs for the East Las Vegas Library in the sole discretion of the District.
4. to reimburse the City for the District's proportionate share of reasonable utility and common area maintenance costs for the Premises based on the ratio of the District Occupancy Area to the Premises within sixty (60) days of receipt of an invoice from the City for said costs.

ARTICLE 3. THE PARTIES MUTUALLY AGREE:

1. to terminate the Original Lease and to terminate the June 24, 2010 "Memorandum of Understanding Concerning Settlement, Release of Liability and Future Use of the Las Vegas-Clark County Library District Building and Facilities by the City of Las Vegas" executed between the Parties and to execute an Agreement to Terminate Original Lease an Release of Claims in the form of Exhibit C and deliver same to Escrow Agent.
2. City shall provide District with all records, maps, data and information available to City with respect to the Sunrise Parcel. District will also obtain a current Phase I Site Assessment Report with respect to the Sunrise Parcel. If the Phase I Site Assessment Report indicates additional (Phase II) work is needed to obtain sufficient information to properly assess the physical condition of the Sunrise Parcel, District will employ a qualified professional to perform the necessary work and to prepare a report

discussing such investigation. District will also review all related documents and records with respect to drainage, flood control, water, sewage, electricity, gas and other utility connection, economic feasibility, construction suitability, governmental regulations, tentative development plans or submittals and any other matter, element or concern with respect to the Sunrise Parcel which District in its sole discretion deems relevant. District shall have the right as part of such inspection to inspect the Sunrise Parcel, as District shall deem appropriate, to hire such engineers, architects and other consultants to inspect the Sunrise Parcel and to conduct such soil, environmental and similar tests and studies. City hereby grants District a license from the date hereof until the expiration of this Agreement for the aforementioned purposes.

3. that the City's efforts to acquire the SNHA Parcels shall commence upon execution of this Agreement. If the City is unable to acquire the SNHA Parcels by December 31, 2015, the District shall proceed to finalize the planning, design and construction of the East Las Vegas Library on the Sunrise Parcel.

4. that the District shall be solely responsible for the planning, design and construction of the East Las Vegas Library. The District shall follow all applicable laws, regulations and ordinances pertaining to the planning, design and construction of the East Las Vegas Library, including any requirement of the City when the City is acting in a regulatory manner.

5. that time is of the essence for the purposes of this Agreement.

6. that the Exchange is for the mutual benefit of the Parties and no further consideration other than as detailed herein is contemplated under this Agreement.

7. that escrow is to be opened with Jennifer Reinink at Chicago Title, 9500 W. Flamingo Road, Suite 104 Las Vegas, NV 89147 (the "Escrow Agent").

ARTICLE 4. LIABILITY AND INDEMNITY.

1. Each Party hereto shall carry commercial general liability insurance, or shall self-insure, in accordance with Nevada Revised Statutes. Such insurance shall be written by a company licensed by the state of Nevada, and shall respond in tort in accordance with NRS Chapter 41. Each Party shall also maintain protection (insurance or approved self-insurance) for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 would not apply.

2. Each Party shall be responsible for its own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41, and to the same degree, shall hold harmless and indemnify the other Party, its governing board, individual members thereof, and/or all employees for any and all losses, damages, harm, liability, cost or expense, financial or otherwise, resulting or arising from, during, or as a result of the activities involving this Agreement. Each Party agrees to protect, defend, indemnify, save and hold harmless the other party's governing board, its officers, employees and agents, harmless from any and all claims, causes of action, liability, damages or attorney fees, and any and all costs arising from their actions with respect to this Agreement whether those actions were performed by its governing board, its officers, employees and/or agents.

ARTICLE 5. NOTICE.

1. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

///
///

To City: Attn: Real Estate Administrator
City of Las Vegas
Department of Operations and Maintenance
333 North Rancho Drive, 8th Floor
Las Vegas, Nevada 89106
(702) 229-1022
Fax: (702) 464-2522

with copy to:
Attn: Scott Adams, Deputy City Manager
Department of City Manager
495 S. Main Street, 7th Floor
Las Vegas, NV. 89101
(702) 229-6501
Fax: (702) 388-1807

To District: Attn: Office of the Executive Director
Las Vegas-Clark County Library District
7060 W. Windmill Lane
Las Vegas, Nevada 89113
(702) 507-6186
Fax: (702) 507-6187

ARTICLE 6. MISCELLANEOUS.

1. NO THIRD-PARTY BENEFICIARIES. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.
2. NO PARTNERSHIP. The City does not by this Agreement, in anyway or for any purpose, become a partner or joint venturer of the District in the conduct of its business or otherwise.
3. BROKER'S COMMISSIONS. Both Parties represent and warrant that there are no claims for brokerage commissions or finder's fees in connection with this Agreement and agrees to indemnify the other Party against and hold it harmless from all liabilities arising from such claim, including any attorney's fees connected therewith.
4. INTEGRATION. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both Parties. This Agreement is the entire agreement between the Parties with respect to the Improvements, and supersedes all prior and contemporaneous oral and written agreements and discussions related to construction of the Improvements.
5. FORCE MAJEURE. Either Party shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond the impacted Party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.
6. NO WAIVER. Failure of either Party to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing signed by the waiving Party.

7. BINDING EFFECT. Each Party, or responsible representative thereof, has read this Agreement and understands the contents thereof. The person(s) executing this Agreement on behalf of each Party is empowered to do so and thereby bind the respective Party.

8. COUNTERPARTS/ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same Agreement and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

9. GOVERNING LAW. The laws of the State of Nevada will govern as to the interpretation, validity and effect of this Agreement. This Agreement is intended only to benefit the Parties hereto and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

10. SEPARATENESS. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, the Parties are and shall be a public agency separate and distinct from the other. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other.

11. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents in connection with this Agreement may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

12. SEVERABILITY. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, under any other part of this Agreement.

13. DELEGATION. Upon approval of this initial agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate Section shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the term of this agreement. This may include amendments, changes of address, adjustments to monetary revenue or expenditures not to exceed ten thousand dollars ($10,000), filing and recording of appropriate documents with the County Recorder's Office or the County Tax Assessor's Office, and recordings and filing with the City Clerk's Office.

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INTERLOCAL CONTRACT
FOR THE TRANSFER OF LAND BETWEEN THE CITY OF LAS VEGAS AND THE LAS VEGAS-CLARK COUNTY LIBARARY DISTRICT
Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year set forth above.

CITY OF LAS VEGAS
"City"

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

By: _____
LuAnn D. Holmes, MMC, Acting City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 3/31/15
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT
"District"

By: _____
Dr. Ronald R. Heezen, Executive Director

APPROVED AS TO FORM:

By: _____
Gerald M. Welt Date
Counsel for Las Vegas-Clark County Library District

EXHIBIT A

Form of Grant, Bargain and Sale Deed

APN: 139-36-302-005

Recording Requested by &
Return Documents to:
Attn: Real Estate Administrator
City of Las Vegas
333 N. Rancho Drive, 8th Floor
Las Vegas, NV 89106

▲ Space Above for Recorder's Use Only ▲

GRANT, BARGAIN, SALE DEED

FOR VALUABLE CONSIDERATION, recipe of which is hereby acknowledged, the City of Las Vegas, a municipal corporation of the State of Nevada ("Grantor"), does hereby GRANT, BARGAIN AND SELL AND CONVEY to the Las Vegas-Clark County Library District, a political subdivision of the State of Nevada, ("Grantee"), the certain real property in the City of Las Vegas, County of Clark, State of Nevada, more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

The conveyance is subject to the following:

1. Taxes for the current year and subsequent years.

2. Covenants, conditions, reservations, rights, rights-of-way and easements now of record.

To have and to hold the real property herein granted unto the Grantee, its heirs or successors and assigns, in fee simple, together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

IN WITNESS THEREOF, the Grantor has caused this instrument to be executed this _____ day of _____, 2015.

CITY OF LAS VEGAS

By: _____

Name: _____

Title: _____

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2015 by _____.

_____
Notary Public

EXHIBIT B

Form of Bill of Sale

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Las Vegas-Clark County Library District, a political subdivision of the State of Nevada ("District"), does hereby transfer to City of Las Vegas, a municipal corporation of the State of Nevada ("City"), all of District's right, title and interest in and to the real property improvements constructed by the District on that certain real property, APN 139-27-708- 017 with an address of 833 North Las Vegas Boulevard 89101, Las Vegas, Clark County and commonly known as the Las Vegas Library in an "As Is" condition without any warranties or representations of any kind or character, express or implied, with respect to the premises including, but not limited to, any warranties or representations as to habitability, merchantability or fitness for a particular purpose.

IN WITNESS WHEREOF, District has caused this Bill of Sale to be executed as of this ____ day of _____, 2015.

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT

By: _____

Name: _____

Title: _____

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2015 by _____.

_____
Notary Public

EXHIBIT C

Form of Agreement to Terminate Original Lease and Release of Claims

AGREEMENT TO TERMINATE ORIGINAL LEASE AND RELEASE OF CLAIMS

WHEREAS, Las Vegas-Clark County Library District, a political subdivision of the State of Nevada, ("District") is presently the tenant of the City of Las Vegas, a municipal corporation of the State of Nevada ("City"), pursuant to a certain lease agreement dated February 19, 1986 and subsequent First Amendment dated October 16, 1991 and Second Amendment dated May 18, 2011 (collectively, the "Original Lease") of real property located at certain real property, APN 139-27-708- 017 with an address of 833 North Las Vegas Boulevard 89101, Las Vegas, Clark County and commonly known as the Las Vegas Library (the "Library Parcel");

WHEREAS, the parties entered that certain "Memorandum of Understanding Concerning Settlement, Release of Liability and Future Use of the Las Vegas-Clark County Library District Building and Facilities by the City of Las Vegas" dated June 24, 2010 (the "MOU");

WHEREAS, City and District wish to terminate the Original Lease,

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions contained herein, City and District agree as follows:

Effective _____, 2015, the Original Lease shall terminate and be of no further force or effect. Until such date, the Original Lease shall remain unmodified and in full force and effect and all parties shall fully comply there with.

District shall not be liable to City for rent, assessments or Library Parcel operating costs accruing or assessed after _____, 2015.

District hereby releases and discharges City, its heirs, administrators, successors, assigns, affiliates, and all of its and their respective officers, directors, employees and agents, and any other persons, firms or corporations that are or may be liable from any and all claims, demands, damages, actions, causes of action, suits, debts, liabilities, obligations, costs and expenses of every nature, character and description, known or unknown, which District now owns or holds or has at any time heretofore owned or held, or may at any time hereafter own or hold, by reason of any matter, cause or thing whatsoever arising from, by reason of, or in connection with the Original Lease, District's occupancy of the leased property or any document or instrument executed in connection therewith.

City hereby releases and discharges District, its heirs, administrators, successors, assigns and affiliates, and any and all other persons, firms or corporations that are or may be liable from any and all claims, demands, damages, actions, causes of action, suits, debts, liabilities, obligations, costs and expenses of every nature, character and description, known or unknown, which City now owns or holds or has at any time heretofore owned or held, or may at any time here after own or hold, by reasons of any matter, cause or thing whatsoever arising from, by reason of, or in connection with the Original Lease, District's occupancy of the leased property or any documents or instrument in connection therewith

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AGREEMENT TO TERMINATE ORIGINAL LEASE AND RELEASE OF CLAIMS
Signature Page

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 2015.

CITY OF LAS VEGAS
"City"

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

By: _____
LuAnn D. Holmes, MMC, Acting City Clerk

APPROVED AS TO FORM:

By: _____
Deputy City Attorney Date

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT
"District"

By: _____
Dr. Ronald R. Heezen, Executive Director

APPROVED AS TO FORM:

By: _____
Gerald M. Welt Date
Counsel for Las Vegas-Clark County Library District

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action to approve a New Pistol Permit License, JAMES HUNG dba GUNRUNNER 8LV at 1717 South Decatur Boulevard, Booth I-16A [James Hung, Owner] - Ward 1 (Tarkanian)

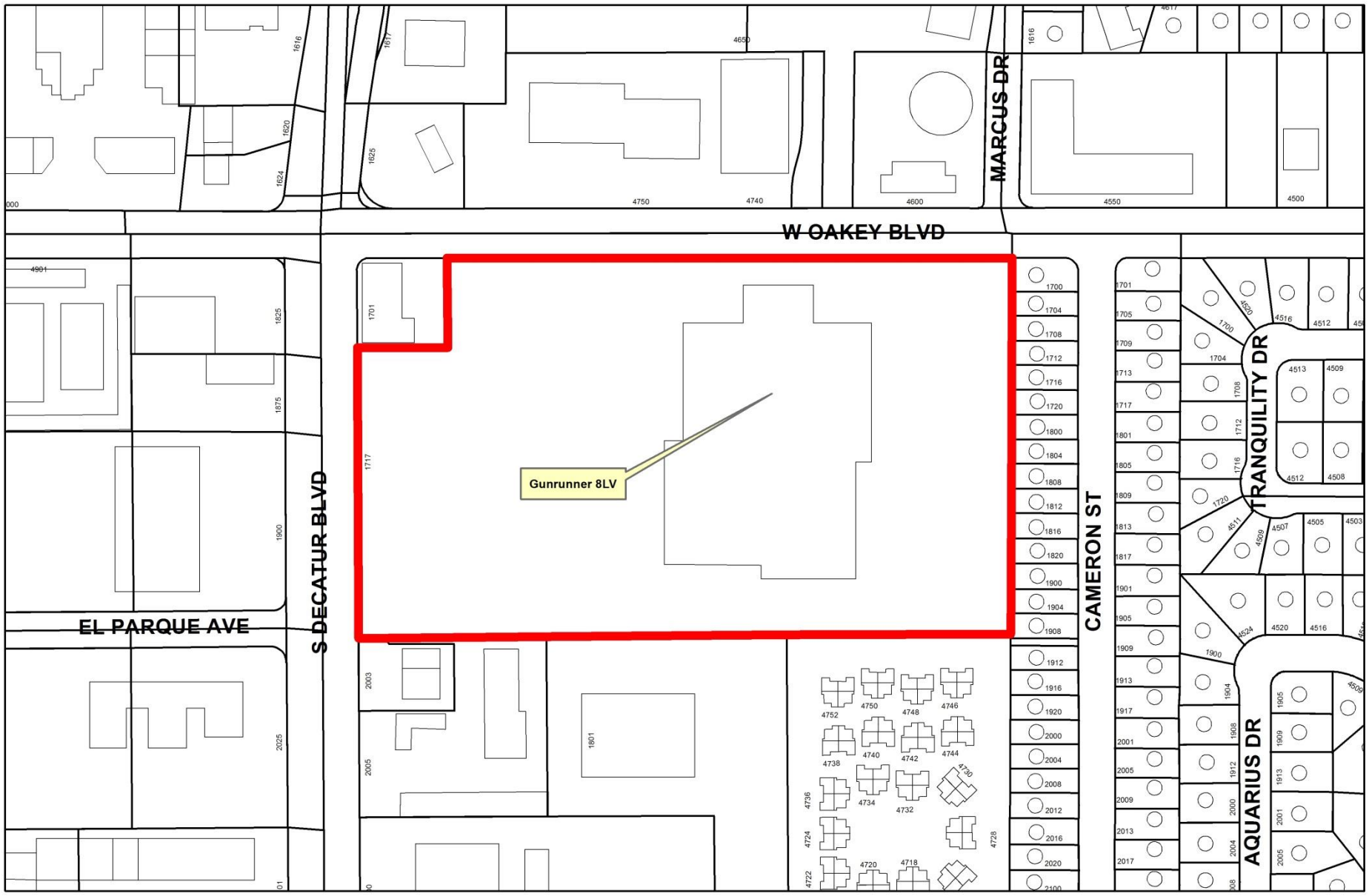
Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion for possible action to approve a New Pistol Permit License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
Location Map



Gunrunner 8LV
1717 South Decatur Boulevard, Booth I16A
Ward 1

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.
702-229-6301

Date: Wednesday, March 25, 2015

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action to approve a New Pistol Permit License, LADTAC ARMS, LLC dba BUNKERS AD at 3401 Sirius Avenue, Suite #35 [Aaron Matthew Stevens, Managing Member] - Ward 1 (Tarkanian)

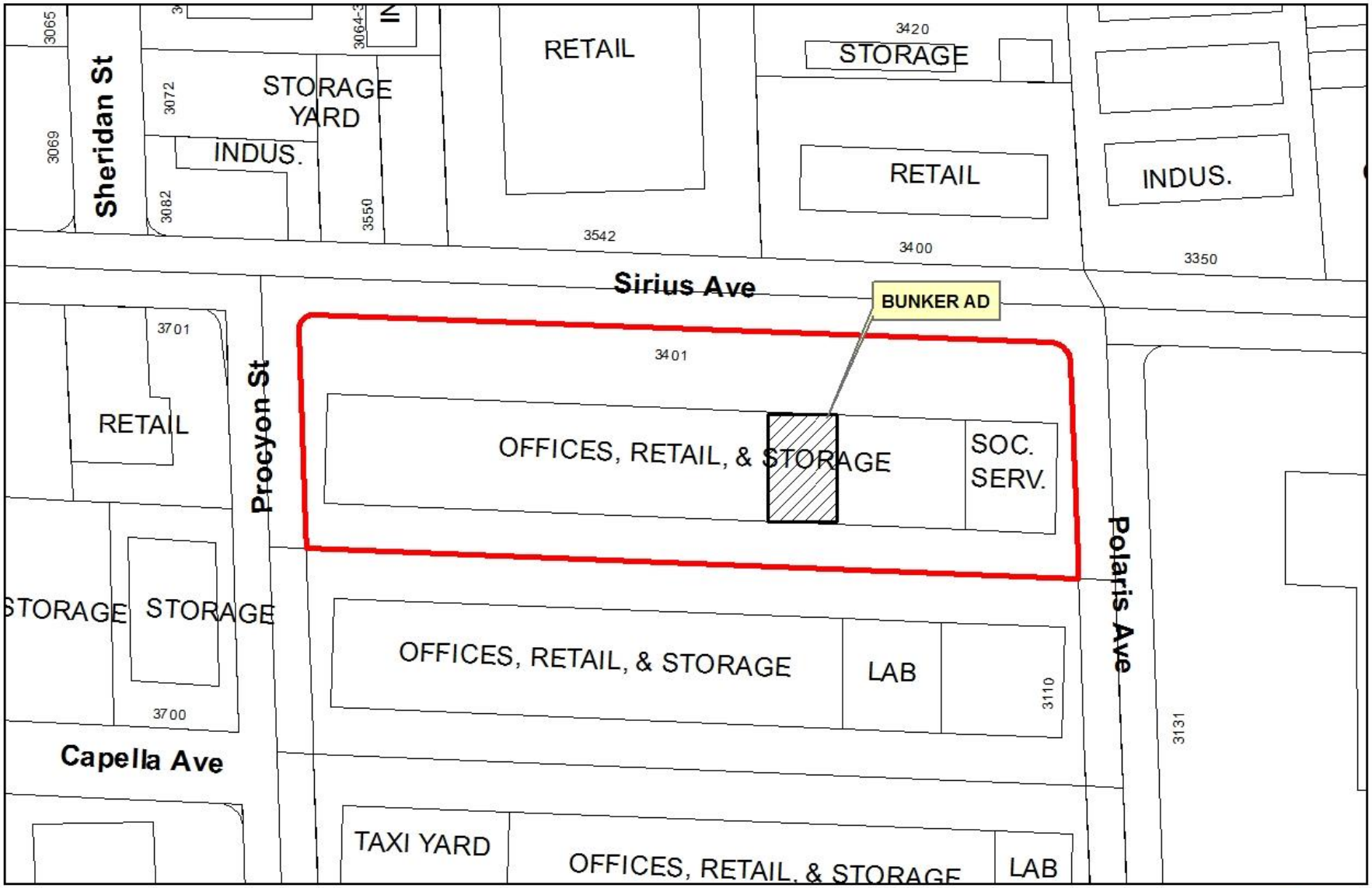
Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion for possible action to approve a New Pistol Permit License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
Location Map



Bunker Ad
3401 Sirius Avenue, Suite #35

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Monday, March 30, 2015

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding an Appeal of a Work Card Denial for Alisha Elizabeth Adams db at Events With A Twist, 233 South Fourth Street - Ward 3 (Coffin)

Fiscal Impact

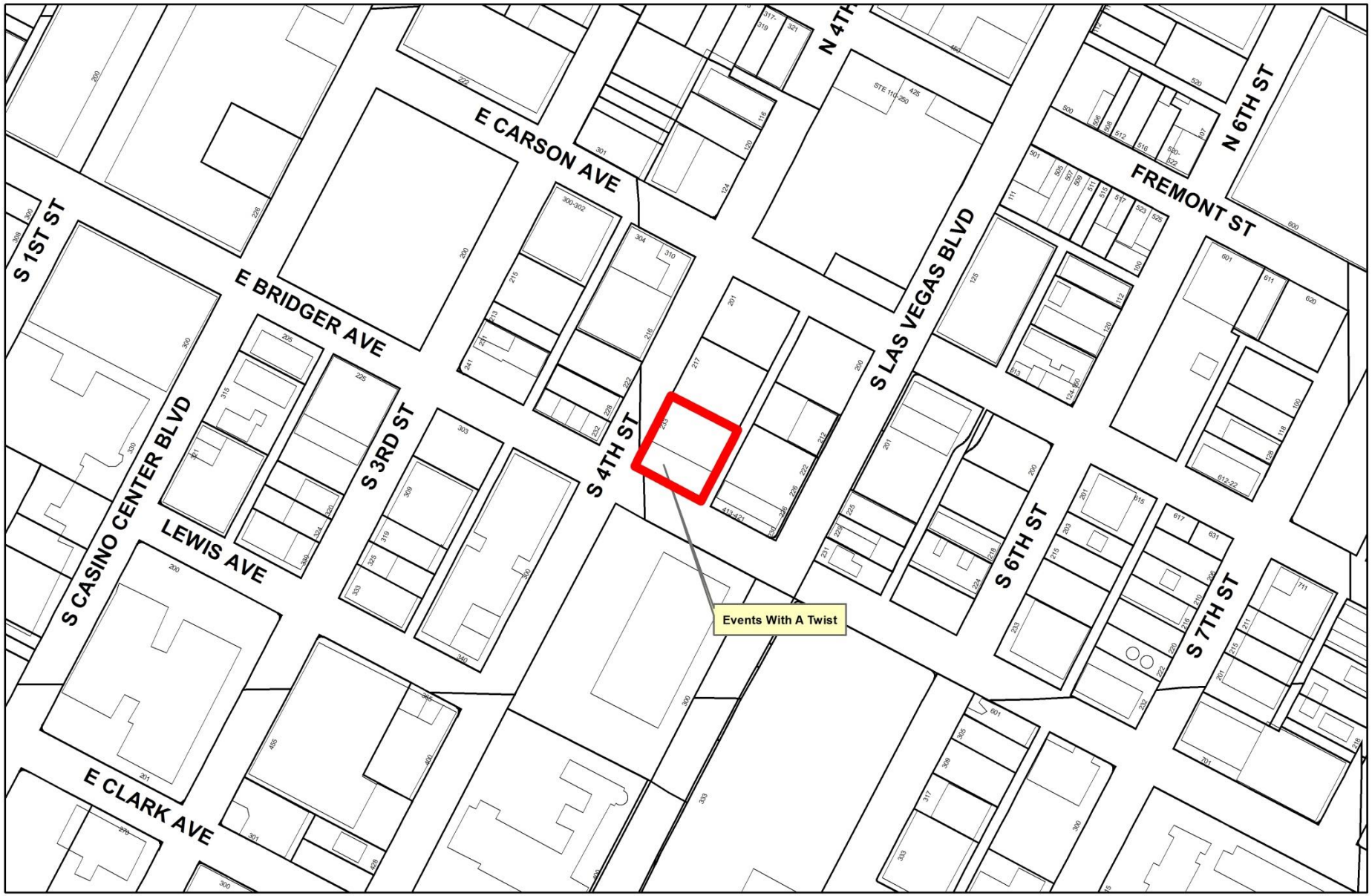
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion for possible action regarding an Appeal of a Work Card Denial for Alisha Elizabeth Adams.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council meeting, if approved, subject to the following condition:

1. Recommend approval of a site specific, work card with a one year review.

BACKUP DOCUMENTATION:
1. Location Map
2. Affidavit of Support



Events With A Twist
233 South Fourth Street
Ward 3

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.
702-229-6301

Date: Wednesday, February 25, 2015

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
BUSINESS LICENSING DIVISION
333 N. Rancho Dr., 6th Floor
Las Vegas, NV 89106

Fax (702) 382-6642
TDD (702) 464-2540
E-mail us at license@lasvegasnevada.gov

AFFIDAVIT of SUPPORT

NOTE: The person (Owner/Key Employee) filling out and signing this form must have gone through a background investigation in order for this form to be valid. Form to be completed once Owner/Key Employee has reviewed the final police report of the potential employee.

AFFIDAVIT:

I, Jennifer Colacion (Employer Name) being first duly sworn, deposed and state:

I am the employer of Alisha Adams (Employee's Name) located at Events With Attitude LLC. (Business Name)

, 233 S. 4th Street. Las Vegas NV 89101 (Business Address) , _____ (License Number)

The above referenced employee has applied for the position of Bartender

☒ I have reviewed the Metro report of this employee dated March 6th. 2015 / March 23rd 2015 (Date on the Metro report)

NOTE: Date should be within the last 14 days

☒ I support the employment of the above referenced employee and will attend the scheduled City Council Meeting.

☐ I do not support the employment of the above referenced employee.

Additional Comments:

Alisha has worked for me previously at Half Shell Bar & Grill, She was a wonderful addition to the team. Alisha is very Responsible & dependable. Alisha will always be Supervised by management during work hours and we look forward to adding her to the team!!

Jennifer Colacion
Affiant's Printed Name

Jennifer Colacion
Affiant's Signature

SUBSCRIBED AND SWORN TO before me

This 23rd day of March , 20 15

Arthur Williams.
NOTARY REPUBLIC

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ARTILUR WILLIAMS
No: 07-4375-1
My Appointment Expires Aug. 1, 2015

Or Business license official signature: _____

All information on this form and any attachments are public record

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

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

SUBJECT:
RESOLUTIONS:

R-21-2015 - Discussion for possible action regarding a Resolution finding that the proposed sale of vacant land to 3 Star Auto Body and Paint, Inc., (3 Star) totaling approximately 0.55 acres located along Bonanza Road that is a part of 301 West Mesquite Avenue (APN 139-27-401-031) is for purposes of economic development and redevelopment - Ward 5 (Barlow) [Note: This item is related to Item 46]

Fiscal Impact

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

PURPOSE/BACKGROUND:
The purpose of this resolution is for a finding that the proposed sale of vacant land to 3 Star, a Nevada corporation, is for the purposes of economic development and redevelopment and in the best interest of the public. 3 Star is an auto body repair business located at 401 West Bonanza Road and is purchasing from City Parkway V, Inc., approximately 0.55 acres (24,000 square feet) adjacent to its property to park motor vehicles awaiting repair (Parking Area). 3 Star's purchase of the Parking Area will retain this business in the city, allow for business expansion and the eventual creation of new jobs.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-21-2015
2. Public Purpose Impact Analysis

RESOLUTION NO. R-21-2015

RESOLUTION FINDING THE PURCHASE AND SALE AGREEMENT BETWEEN CITY PARKWAY V, INC. AND 3 STAR AUTO BODY AND PAINT, INC. CONCERNING THE PROPOSED SALE OF 24,000 SQUARE FEET OF VACANT LAND THAT IS A PART OF 301 WEST MESQUITE AVENUE (portion of APN 139-27-401-031) IS IN THE BEST INTEREST OF THE PUBLIC

WHEREAS, City Parkway V, Inc. owns 24,000 square feet of land that is part of 401 West Mesquite Avenue (the "Property") and further described in Exhibit "B" of the PURCHASE AND SALE AGREEMENT BETWEEN CITY PARKWAY V, INC. AND 3 STAR AUTO BODY AND PAINT, INC. ("Agreement) ; and

WHEREAS, City Parkway V, Inc. desires to sell the Property to 3 Star Auto Body and Paint, Inc. for the purposes of business retention, business expansion and job creation which contribute to the City's efforts to revitalize the central core of downtown Las Vegas by retaining at least eleven direct jobs in downtown Las Vegas and facilitating the creation of up to four direct jobs; and

WHEREAS, the proposed sale is for an amount that is equal to the highest appraised value of the Property as determined by two appraisals, an amount which is the fair market value; and

WHEREAS, Nevada Revised Statutes 268.063 authorizes the City to sell, lease or otherwise dispose of property for purposes of economic development without offering it to the public, if the City Council finds, by resolution, that it is in the best interests of the public to do so; and

WHEREAS, the proposed sale of the Property to 3 Star Auto Body and Paint, Inc. qualifies under the above-referenced statute as a sale for purposes of economic development because it will:

Provide for the support, retention or expansion of existing commercial enterprises; and

Thereby create and retain opportunities for employment for residents of the City; and

WHEREAS, the presence of 3 Star Auto Body and Paint, Inc., as a corporate entity to be located in the city of Las Vegas, will contribute significantly to the potential for successful

economic development of the Property and downtown Las Vegas, a potential that may not be as great if the Property is offered to the public.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City Of Las Vegas that has determined that the sale of the Property without offering it to the public is for purposes of economic development and is in the best interests of the public and, that the Agreement is hereby approved .

PASSED, ADOPTED AND APPROVED THIS ____ day of _____, 2015.

CITY OF LAS VEGAS ("City")

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC, Acting City Clerk

APPROVED AS TO FORM:

_____ 4/1/15
Date

Public Purpose/Impact Analysis

Title of Projects:
Purchase and Sale Agreement between City Parkway V, Inc. (CPV) and 3 Star Auto Body and Paint, Inc. (3 Star)

Project Description:
3 Star is an auto body repair business at 401 W. Bonanza Rd. that has been a Ward 5 stakeholder since 2002. Also, since July 2005, 3 Star has been leasing from CPV (on a month-to-month basis) approximately 16,000 square feet of vacant land adjacent to its site for off-street parking of motor vehicles awaiting repair (Parking Area). Having the Parking Area available has allowed 3 Star, over time, to take on more work and expand its business incrementally.

3 Star now has the opportunity to enter into additional auto body repair contracts for large commercial vehicles that would allow for additional business expansion and potentially create new full-time jobs. However, due to the uncertain future availability of the Parking Area caused by the month-to-month term of the lease, 3 Star is hesitant to enter into these contracts and make the financial commitments necessary to further expand its business.

To eliminate the uncertainty of the month-to-month lease term, 3 Star has offered to purchase 24,000 square feet of vacant land that includes the Parking Area (Site) from CPV for the high appraised value of $5.00 per square foot or a total purchase price of $120,000, as well as to install permanent security fencing around the Site within 12 months from the close of escrow. CPV has agreed to sell the Site to 3 Star and to facilitate the land sale by providing seller financing at market rate for $96,000 (80% of the purchase price) at 9% interest, monthly payments of $1,544.55 for a term of 7 years and no prepayment penalty.

Sponsor/Developer: 3 Star Auto Body, Inc.

Assistance provided by City and or RDA?: City Parkway V, Inc. (a non-profit corporation owned by the city of Las Vegas)

Cite Pertinent Statutes for Public Purpose: N.R.S. 268 and N.R.S 361

How does project benefit the public:

- Provides for the support, retention or expansion of existing commercial enterprise; and,
- Creates and retains opportunities for employment for residents of the City.

Quantitative Economic Benefits:

The land sale will provide $120,000 in sale proceeds to CPV that could be used to support local government activities and potentially provide the following economic impacts:

- $33,742 of interest income over 7 years;
- $120,000 of direct economic impact;
- $24,598 of indirect economic impact; and,
- $12,223 of induced economic impact.

No. of direct jobs created: 4 permanent, full-time jobs

No. of direct jobs retained: 11 permanent, full-time jobs

Private investment: Estimated capital investment for permanent security fencing and other related improvements of $12,000 in the first 12 months.

Public investment: None. Land is being sold at the high appraised value of $5.00 per square foot and seller-financing is being provided by CPV at market rate terms.

Total direct economic impact: Estimated total of $132,000. Direct economic impact of $120,000 from land sale proceeds and $12,000 for private capital investment.

Total indirect economic impact: Indirect economic impact of approx. $24,598 from land sale proceeds.

Economic impact study performed (yes/no)? _No_

Return on Investment Analysis performed (yes/no)? _No_

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

ABEYANCE ITEM - For Possible Action - PARKS & RECREATION ADVISORY COMMISSION - Laurie Buchman and Charles Foger, Term Expiration 3-24-2015

Fiscal Impact

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

PURPOSE/BACKGROUND:
This board consists of 15 members appointed by the City Council. There is no City residency requirement, terms are for three years; unexpired terms must be filled and there is no limit to the number of terms that may be served. Ms. Buchman and Mr. Foger are eligible and Ms. Buchman does wish to be reappointed.

RECOMMENDATION:
Options are:
Reappoint Ms. Buchman or appoint a new member to fill the seat
Reappoint Mr. Foger or appoint a new member to fill the seat

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Recommendation Memo from Tim Hacker, Director, Parks & Recreation

PARKS & RECREATION ADVISORY COMMISSION

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1. ARMENIAN, ADROUSHAN (ANDY)	06-04-2008 **(Reappt 01-21-2009)** **(Reappt 02-01-2012)** **(Reappt 02-04-2015)**	02-05-2018
2. LEE, HARRY	12-06-2006 **(Reappt 12-03-2008)** **(Reappt 11-16-2011)** **(Reappt 12-17-2014)**	12-07-2017
3. AKER, MICHAEL R., SR.	10-04-2006 **(Reappt 11-15-2006)** **(Reappt 12-02-2009)** **(Reappt 11-07-2012)**	12-12-2015
4 BASTIAN, BILLIE	01-04-2012 **(Effective 01-08-2012)** **(Reappt 02-04-2015)**	01-08-2018
5. BECKER, RICHARD R.	10-03-2012 **(Reappt 12-19-2012)**	01-07-2016
6. THOMASON, APRIL	12-03-2011 **(Reappt 12-17-2014)**	12-03-2017
7. LOPEZ, DAVID ALEXANDER	01-05-2011 **(Effective 01-06-2011)** **(Reappt 12-18-2013)**	01-06-2017
8. THOMSON, JEFFERY R. (Fills Unexpired Term of Joseph R. Callo Jr.-Resigned)	09-05-2012 **(Reappt 12-17-2014)**	11-02-2017
9. WHITE, MALCOLM D.	11-07-2001 **(Reappt 04-07-2004)** **(Reappt 03-07-2007)** **(Reappt 03-17-2010)** **(Reappt 03-06-2013)**	04-07-2016
10. SHERMAN, LISA B. (Formerly Lisa Cavaretta)	04-01-1992 **(Reappt 04-05-1995)** **(Reappt 03-23-1998)** **(Reappt 03-07-2001)** **(Reappt 03-17-2004)** **(Reappt 03-07-2007)** **(Reappt 03-17-2010)** **(Reappt 03-06-2013)**	04-01-2016

11.	FOGER, CHARLES	11-06-2002	03-24-2015 **(Reappt 02-19-2003)** **(Reappt 03-01-2006)** **(Reappt 03-04-2009)** **(Reappt 03-07-2012)**
12.	TABOR, AMY	11-20-2013	07-06-2017 **(Reappt 07-02-2014)**
13.	BUCHMAN, LAURIE R.	09-17-2008	03-24-2015 **(Reappt 03-04-2009)** **(Reappt 03-07-2012)**
14.	McCURDY, WILLIAM	12-05-2001	02-20-2018 **(Reappt 01-22-2003)** **(Reappt 01-18-2006)** **(Reappt 01-21-2009)** **(Reappt 02-15-2012)** **(Reappt 03-04-2015)**
15.	WHITE, THOMAS (William Teel, Resigned)	11-19-2014	11-19-2017

ON APRIL 12, 2000 MEMBER JEANNE A. ROBERTS WAS NAMED "MEMBER EMERITUS" BY THE PARKS AND RECREATION ADVISORY COMMISSION FOR HER LONG SERVICE TO THIS COMMISSION.

ON NOVEMBER 14, 2007 MEMBER DR. DONALD ROMEO WAS NAMED "MEMBER EMERITUS" BY THE PARKS AND RECREATION ADVISORY COMMISSION FOR HIS LONG SERVICE TO THIS COMMISSION.

NOTE: On 1-8-1992 the Council adopted Bill 91-1977, which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Parks & Recreation Board.

AUTHORITY: LVMC 2.42

MEMBERS: 15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Ord. 3554)

TERM: 3 years (no limit to number of terms)
(Must fill unexpired terms)

NOTES: **No City residency requirement.**
NO FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, PER Ordinance 5346, adopted 8-1-2001.

MEETINGS: Meets 1st Tuesday of each month, 4:00 P.M., 495 South Main Street 2nd Floor Clerk's Conference Room

Memorandum

City of Las Vegas
Parks and Recreation

To: LuAnn Holmes, Acting City Clerk

From: Tim Hacker, Director

CC: Ms. Laurie Buchman

Date: March 4, 2015

Re: Park & Recreation Advisory Commission – Reappoint Laurie Buchman

---

We have contacted Ms. Laurie Buchman, whose term on the Park & Recreation Advisory Commission expired on March 24, 2015. Ms. Buchman wishes to be appointed for another 3 year term on the Commission. To date, she has missed no meetings, in the last 12 months. Ms. Buchman has been a valued member of the Commission and has represented the citizens of Las Vegas by supporting our parks projects and Parks and Recreation programs. I highly recommend her reappointment.

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS AND COMMISSIONS:

For Possible Action - BUILDING AND SAFETY ENTERPRISE FUND ADVISORY COMMITTEE – Nat Hodgson III, Term Expiration 5-2-2015

Fiscal Impact

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

PURPOSE/BACKGROUND:
The committee consists of five members to represent the residential construction, commercial development and construction industries, a public officer of the City who manages the fiscal affairs of the City, and a public officer of the Department of Building and Safety who oversees directly the operation of the Enterprise Fund. Appointments are recommended by the City Manager and approved by the City Council. Terms are for two years; no limit to the number of terms. Mr. Hodgson has represented the Residential Construction Industry seat since May of 2013. He is eligible and does wish to be reappointed.

RECOMMENDATION:
Reappoint Mr. Hodgson or appoint a new member to fill the Residential Construction Industry seat.

BACKUP DOCUMENTATION:
1. Recommendation Memo from Chris Knight, Director of Building and Safety
2. Current Listing and Authority

Memorandum

City of Las Vegas
Building and Safety

To: LuAnn Holmes
Acting City Clerk

From: Christopher Knight
Director, Building and Safety

CC: Nat Hodgson
SNHBA

Date: March 19, 2015

Re: Nat Hodgson – B&S Enterprise Fund Advisory Committee Re-Appointment

---

We have contacted Mr. Nat Hodgson, whose term on the Building and Safety Enterprise Fund Advisory Committee expires on May 2, 2015. Mr. Hodgson wishes to be re-appointed to another two (2) years on this committee. I would like to recommend his appointment as the Residential Construction Industry representative.

CK: tie

12/17/2014

BUILDING AND SAFETY ENTERPRISE FUND ADVISORY COMMITTEE

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1. **Venetta Appleyard** Public Officer who manages City Fiscal Affairs	4-2-2014	4-2-2018
2. Christopher Knight Public Officer who oversees the operation of the Enterprise Fund	12-17-2008 **(Reapp. 12-1-2010) (Reapp. 12-19-2012) (Reapp. 12-17-2014)**	12-17-2016
3. Steve Quinn Construction Industry	5-17-2006 **(Reapp. 4-16-2008) (Reapp. 5-05-2010) (Reapp. 5-02-2012) (Reapp. 5-21-2014)**	5-17-2016
4. Robert W. Potter Commercial Development Industry	12-17-2008 **(Reapp. 5-5-2010) (Reapp. 5-2-2012) (Reapp. 5-21-2014)**	5-17-2016
5. Nat Hodgson III Residential Construction Industry	5-2-2013	5-2-2015

******

AUTHORITY: Nevada Revised Statues (NRS) 354.59891, Senate Bill No. 184 and City of Las Vegas Resolution R-33-2006

PURPOSE: Review the operation of and make recommendations relating to the Enterprise Fund.

TERM: 2 Years
No limit to number of terms
No City Residency Requirement

APPOINTED: 5 Members recommended by the City Manager and approved by the City Council. The five members shall represent the following categories:

- Residential Construction Industry
- Commercial Development Industry
- Construction Industry
- A Public Officer who manages fiscal affairs for the City of Las Vegas
- A Public Officer of the Department of Building and Safety for the City of Las Vegas who oversees directly the operation of the Enterprise Fund

MEETINGS: Must meet at least twice per fiscal year, and additionally at the call of the Chairman.

NOTES: Members may name alternates from their respective organizations.

DEPT. SUPPORT: Christopher Knight Director, Building and Safety
Carmel Viado, Administrative Secretary, Building and Safety

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action by the City Council to elect one of its members to be Mayor Pro-Tem

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2015-17 - For Possible Action - Annexation No. ANX-57905 - Property location: located at 3316 Valley Lane; Petitioned by: Hafen I, LLC; Acreage: 0.55 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Ricki Y. Barlow

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property located at 3316 Valley Lane. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (April 10, 2015) is set by this ordinance.

RECOMMENDATION:
ADOPTION at the 4/15/2015 City Council Meeting as First Amendment pursuant to the 3/30/2015 Recommending Committee Meeting

First Reading – 3/18/2015; First Publication – 4/2/2015

BACKUP DOCUMENTATION:
Bill No. 2015-17 and Location Map

BILL NO. 2015-17

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (ANX-57905)

Sponsored by: Councilman Ricki Y. Barlow

Summary: Annexes property described as located at 3316 Valley Lane.

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

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

> That portion of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 20, Township 20 South, Range 61 East, M.D.M., of Clark County Nevada, being the south 150.00 feet of School Block 12 of LAS VEGAS ACRES-TRACT No. 1 as described on TRUSTEE'S DEED UPON SALE recorded April 21, 2010 in Book 20100421 as Instrument Number 02814 of Clark County Nevada records, together with the adjoining 25.00 foot half street right of way of Valley Lane and the adjoining 15.00 foot half of vacated 30.00 foot alley as described by Order of Vacation VS-010-90 recorded April 23, 1993 as Instrument Number 01432 of Clark County Nevada records.

BASIS OF BEARINGS: South 89°48'21" West, being the south line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 20, Township 20 South, Range 61 East M.D.M., as shown on Parcel Map in File 4, Page 77 of Clark County Nevada Records.

Prepared by:
Brian Yu, PLS
Dept. of Operations and Maintenance
Right-of-Way,
City of Las Vegas
333 N. Rancho Drive, 8th Floor
Las Vegas, NV 89106
byu@lasvegasnevada.gov

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

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

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

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

D. The City is eligible to annex the described territory because the landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational

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

SECTION 4: The annexation of the described territory shall become effective on the 10th day of April, 2015, and on that date the City will have the funds appropriated in sufficient amount to finance the extension into the described territory of police protection, fire protection, street maintenance, street sweeping, and street lighting maintenance.

SECTION 5: The described territory, together with the inhabitants and property thereof, shall, from and after the 10th day of April, 2015, be subject to all debts, laws, ordinances and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

SECTION 6: The City Engineer is hereby instructed to cause to be prepared an accurate map or plat of the described territory and to record the map or plat, together with a certified copy of this ordinance, in the office of the County Recorder of Clark County, Nevada, which recording shall be done prior to the 10th day of April, 2015.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification),

which is deemed to be the City equivalent of the County classification.

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

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2015.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
Acting City Clerk

APPROVED AS TO FORM:

Val Steed 3-3-15
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2015, and referred to a committee for recommendation, the committee being composed of the following members _____ _____;

thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2015, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

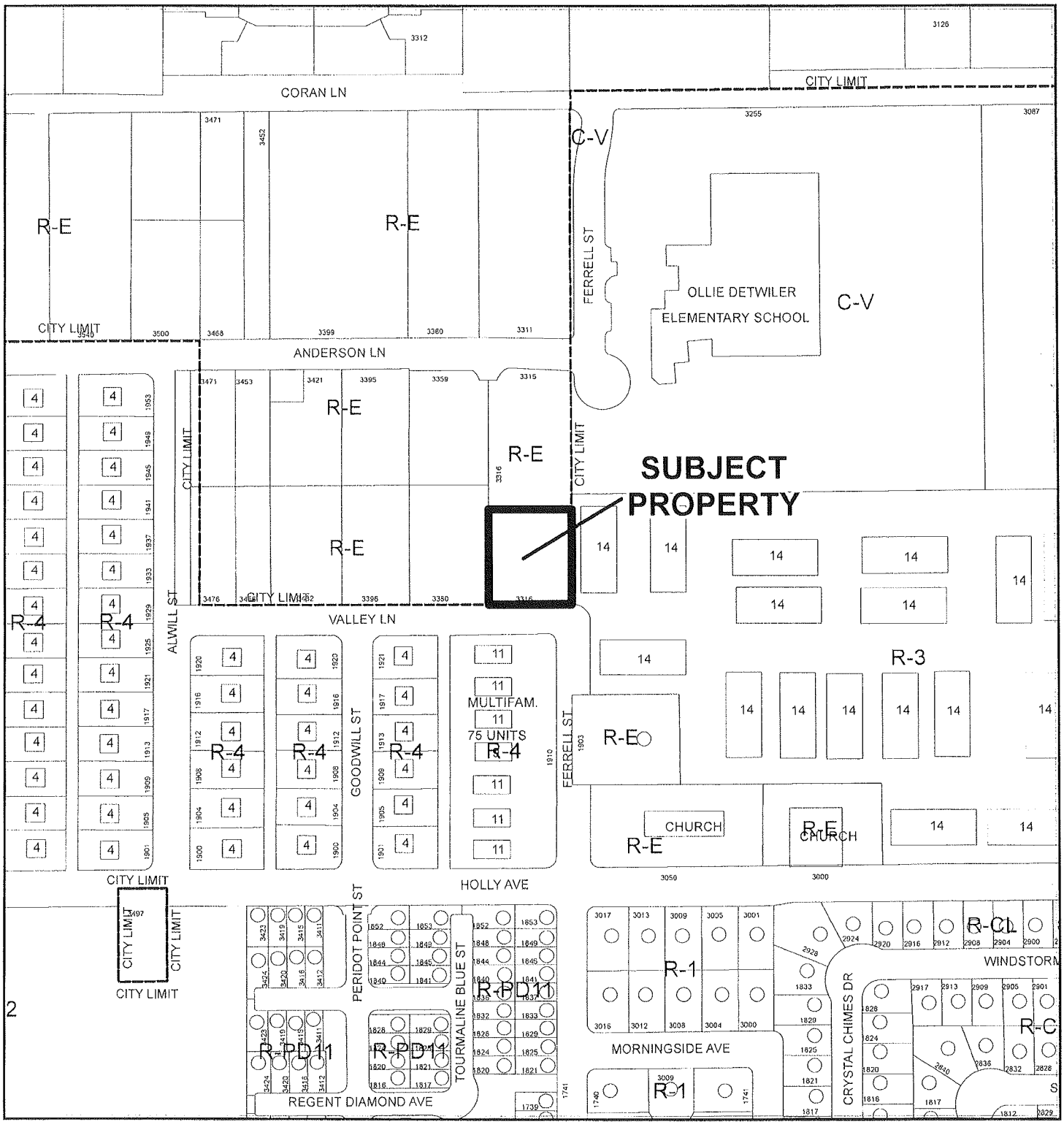
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
Acting City Clerk



CASE: **ANX-57905 (PRJ-57852)**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2015-18 - For Possible Action - Repeals and replaces provisions relating to filming activity within the City. Sponsored by: Mayor Carolyn G. Goodman

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will repeal and replace provisions relating to filming activity within the City. Current provisions on the subject are out of date and inadequate to address all issues that arise. The provisions of the proposed ordinance largely reflect the City's current practice and philosophy regarding filming activity.

RECOMMENDATION:
ADOPTION at the 4/15/2015 City Council Meeting pursuant to the 3/30/2015 Recommending Committee Meeting

First Reading – 3/18/2015; First Publication – 4/2/2015

BACKUP DOCUMENTATION:
Bill No. 2015-18

BILL NO. 2015-18

ORDINANCE NO. _____

AN ORDINANCE RELATING TO FILMING ACTIVITY WITHIN THE CITY; REPEALING LVMC CHAPTER 11.56, PERTAINING TO FILMING ACTIVITY ON CITY PROPERTY, AND REPLACING THAT CHAPTER WITH A NEW CHAPTER 12.04 TO PROVIDE UPDATED AND MORE COMPREHENSIVE REGULATIONS REGARDING FILMING ACTIVITY WITHIN THE CITY; AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Carolyn G. Goodman

Summary: Repeals and replaces provisions relating to filming activity within the City.

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

SECTION 1: Title 11, Chapter 56, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 2: Title 12 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 4, consisting of Sections 10 to 190, inclusive, reading as follows:

12.04.010: For purposes of this Chapter:

"City property" means any real property owned by, leased to or otherwise under the control of the City, including any public right-of way.

"Contemporaneous event" means an unplanned happening that is not staged and can only be filmed as the event unfolds.

"Fee schedule" means a schedule of fees adopted pursuant to LVMC 12.04.040.

"Film administrator" means the Director of Public Works or a designee.

"Film liaison" means an employee or agent of the City who is available to assist a permittee in complying with the requirements of this Chapter and coordinating filming activity with the City.

"Filming" means and includes all activity incident to the staging or shooting of motion pictures, television programs, commercial still photography, video tapes, or other visual reproduction technology, including any such technology intended to be used in social media. The term includes set-up and strike activity, as

well as actual photography.

"Fire department" means Las Vegas Fire & Rescue.

"Metro" means the Las Vegas Metropolitan Police Department.

"News media filming" means filming for the purpose of spontaneous, unplanned television news reporting by journalist, reporters, photographers or camera operators.

"Non-City property" means real property other than City property.

"Permittee" means the holder of a film permit issued under this Chapter.

"Public right-of-way" means the full width or any portion of any dedicated street, alley or highway, including any public sidewalk.

12.04.020: (A) Except as otherwise provided in this Chapter, a film permit is required for any of the following:

(1) Filming that takes place on City property, or within any airspace located above City property that is not within the jurisdiction of the Federal Aviation Administration.

(2) Filming that takes place on non-City property, if such filming:

(a) Will impact public safety or vehicular or pedestrian traffic on City property;

(b) Has the potential to impact City property; or

(c) Will include the depiction of law enforcement activity, including fight scenes, chase scenes, or the use of actual or simulated weapons.

(3) Filming that includes the use of pyrotechnics, flame, special effects or laser use.

(B) A permit issued under this Section:

(1) Shall be valid for the period specified, unless extended by the film administrator; and

(2) Authorizes filming activities only by the permittee or those acting under the authority or permission of the permittee.

12.04.030: Except as otherwise specifically provided, the provisions of this Chapter shall not apply to filming by local, national or international news media, or filming for private family use, provided such filming does not disrupt pedestrian or vehicular traffic on public rights-of-way.

12.04.040: The film administrator:

(A) Shall be responsible for the administration of this Chapter.

(B) Subject to applicable procedures, is authorized to promulgate further rules and regulations in order to implement this Chapter, taking into account the impact of filming on:

(1) City property;

(2) Traffic movement and traffic control;

(3) Pedestrian traffic; and

(4) The public health, safety and convenience.

(C) Subject to applicable procedures, is authorized to establish a fee schedule for the use of City property, based upon the impact to City property and resources.

12.04.050: An application for a film permit must be submitted to the film administrator. The application must include or be accompanied by the following:

(A) The name and business address of the film production company or other applicant;

(B) The number of the applicant's City business license, if the applicant is engaged in a business activity for which a City license is required;

(C) The name of the principal, employee or agent authorized to make decisions on behalf of the applicant, along with a telephone number;

(D) The address or location at which the filming is to occur;

(E) The dates and times that the filming is proposed to take place;

(F) A general statement of the character or nature of the proposed activity, including any props and sets proposed to be used;

(G) An estimate of the number and types of vehicles and equipment to be involved in filming;

(H) An estimated number of cast and crew;

(I) A description of any proposed special effects or laser usage;

(J) A description of the nature and types of any pyrotechnics proposed to be used;

(K) A statement that the applicant, principal, employee or agent will take responsibility for all activities to be conducted under the permit; and

(L) A scene script, if required by the film administrator.

12.04.060: An application for a film permit must be submitted as follows:

(A) At least five business days prior to the proposed commencement of filming.

(B) At least ten business days prior to the proposed commencement of filming, for filming where minor traffic disruptions or the limited use of special effects are proposed.

(C) At least sixty days prior to the proposed commencement of filming, for:

(1) Filming of feature films or television movies;

(2) Filming of elaborate exterior commercial shoots that require significant traffic disruptions or the substantial use of special effects; or

(3) Filming that will significantly impact adjacent properties or will involve the construction of structures.

12.04.070: An applicant for filming described in Subsection (C) of LVMC 12.04.060 must schedule a pre-production meeting with the film administrator before a permit may be issued.

12.04.080: (A) Upon a finding by the film administrator that an application is complete, the film administrator shall consider the information provided in the application, taking into account any recommendations from the fire department, Metro, the City's Traffic Engineering staff, and any other departments or agencies whose operations may be impacted. The film administrator may approve the application and issue a film permit upon a finding that the application conforms to the application-related requirements of this Chapter and that the proposed filming activity does or will be in conformance with the filming-related requirements of the Chapter. The film administrator may make the film permit subject to such conditions as the film administrator deems advisable or appropriate. The film administrator may deny

a film permit upon a finding that:

(1) The application is incomplete or does not comply with the requirements of this Chapter;

(2) The proposed filming activity is not or will not be in conformance with the requirements of the Chapter or the requirements of other provisions of the Municipal Code; or

(3) The applicant has committed repeated violations of this Chapter.

(B) In the case of the denial of a film permit, the film administrator shall notify the applicant in writing of the denial, along with the reasons therefor. Notification may be made in person, by email or by United States mail to the address provided on the permit application.

(C) An applicant may appeal a decision by the film administrator under this Section by filing a notice of appeal with the film administrator within five business days after the decision appealed from. The appeal shall be heard by the City Manager or a designee. The designee may be an independent hearing officer appointed by the City Manager for that purpose.

12.04.090: (A) Except as provided in Subsection (B), below, a permittee is not required to use the services of a film liaison, but may request such services on the site of a shoot to assist the permittee in complying with the requirements of this Chapter. If a film liaison is provided by the City pursuant to this Subsection (A), the permittee shall be responsible for reimbursing the City in accordance with the fee schedule.

(B) The City may require the presence of a film liaison when filming occurs at on City property. In such a case the permittee is not required to reimburse the City the cost of providing a film liaison.

12.04.100: (A) No filming for which a permit is required under this Chapter or filming of contemporaneous events on public property in the City may take place unless appropriate insurance policies are in place covering such activity.

(B) Prior to the issuance of a permit or prior to proceeding with filming described in Subsection (A), the permit applicant or person seeking to film must have first secured such policies of

commercial general liability insurance, automobile liability insurance, and worker's compensation coverage as the film administrator may require, and provide satisfactory proof of such coverage.

(C) Any policies required by or pursuant to this Section:

(1) Must be issued by one or more insurance companies authorized to do business in Nevada, with coverage designated for the premises where the filming will take place, including upon any City property.

(2) Must name the City and Metro as additional insureds.

(3) Must be maintained in full force and effect during the period of the filming to which they pertain.

(D) In order to ensure cleanup and restoration of any filming location that may impact City property, the film administrator may require a permittee to post a performance bond, surety or other comparable form of security in a form and amount to be determined by the film administrator and City Attorney. Any such security shall be returned or released upon completion of filming, cleanup and restoration of property.

12.04.110: Every permittee shall provide security, at its own expense, where such security is deemed necessary by Metro for traffic control, pedestrian and vehicular, public safety and protection of public property. Metro may require that such security take the form of, and be provided by, Metro officers, in such numbers and types as may be specified by Metro.

12.04.120: (A) In accordance with Section 322 of the International Fire Code, as adopted and supplemented by the City, the design, construction, operation, and maintenance of permanent and temporary soundstages, production facilities, as well as use of production locations shall comply with NFPA 140 and the provisions of this Section.

(B) Special effects, including without limitation laser, fire and flame effects, or pyrotechnics, may not be used without first obtaining a special effects permit from the fire department. Application for such a permit must be made to the fire department at least ten days in advance of the proposed filming. Any special effects permit issued by the fire department will authorize the use of special

effects only if in accordance with any conditions placed upon the permit. Any changes to those conditions must first be approved by the fire department. If the fire department conditions a special effects permit on the presence of fire department staff for fire safety purposes, the holder of the special effect permit shall be responsible for paying a fee for that service in accordance with the fire department's approved Permit and Fee Schedule.

(C) Independent of any other requirement of this Section, the holder of a film permit is responsible for notifying the fire department, where possible, at least forty-eight hours in advance of any filming in which the presence of the fire department is required.

12.04.130: In connection with any film permit issued under this Chapter, each permittee shall:

(A) Report to the film administrator any changes to the filming dates and times, as well as any material changes to the information provided with the application, and obtain the film administrator's approval before the filming to which the changes pertain.

(B) Before filming in residential or commercial areas, notify all residences and businesses within one linear block of the filming in advance. For purposes of this requirement, "in advance" means at least forty-eight hours, whenever possible. Such notification shall be on forms prescribed by the film administrator and will include the dates and hours of the filming, the proposed use of special effects or pyrotechnics, if any, and the expected interruption of traffic flows. The permittee shall make every effort possible to ensure the least amount of disruption to residents, visitors and business interests within and surrounding the location of the filming.

(C) Before filming on private property, secure permission from the owners or inhabitants of such property.

(D) Maintain on the filming premises for the duration of the filming the film permit, together with corresponding attachments and conditions.

(E) Leave City property in at least as good a condition as before the filming commenced. Any costs incurred by the City to return City property to such condition shall be assessed against the permittee.

12.04.140: In connection with filming to take place on City property, the film administrator may require a permittee to enter into an appropriate agreement with the City, specifying the terms and conditions for the use of City property and an appropriate fee.

12.04.150: As an alternative to a criminal prosecution for the violation of any provision of this Chapter, the City may treat the violation as a civil violation and proceed in accordance with the provisions of LVMC 6.02.400 to 6.02.460, inclusive.

12.04.160: This Chapter may be enforced:

(A) By the Las Vegas Metropolitan Police Department, the Department of Public Works, or any department or function of the City specifically assigned to its enforcement by the City Manager; and

(B) By means of either a criminal prosecution or a civil proceeding in accordance with the provisions of LVMC 6.02.400 to 6.02.460, inclusive. In the case of a civil proceeding, any reference to the "Department" in LVMC 6.02.400 to 6.02.460, inclusive, shall pertain to the department or function assigned to enforce this Chapter.

12.04.170: A film permit may be revoked by the film administrator at any time when such revocation is deemed necessary to protect the public health and safety or to protect property from imminent harm.

12.04.180: At any time during which filming is taking place that would require a film permit under this Chapter, whether or not a permit has been obtained, any officer or employee of a department or function assigned to the enforcement of this Chapter may request any person engaged in filming to identify himself or herself and to produce evidence that the filming activity is in compliance with this Chapter. It is a violation of this Chapter to refuse to provide such information or documentation.

12.04.190: In the case of filming that requires a permit under this Chapter but for which no permit has been obtained, any officer or employee of a department or function assigned to the enforcement of this Chapter, in addition to pursuing any other remedy available under this Chapter, may issue an order to cease and desist the filming activity. It is a violation of this Chapter to refuse to fail or refuse to obey such an order.

SECTION 3: Title 12, Chapter 2, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

12.02.030: This Chapter does not apply to the following:

(A) The sale, offer for sale or solicitation of orders at a temporary event, convention and permanent trade show within an enclosed facility where the attendance is restricted and the general public is not permitted.

(B) A musical performance conducted, promoted or staged in a casino, hotel, theater or other permanent performance facility by the owner, operator or lessee of that facility, if:

(1) The owner, operator or lessee is otherwise licensed to do business pursuant to the provisions of Title 6.

(2) The audience does not exceed a seating capacity of one thousand persons; and

(3) A minimum of one security officer employed by a licensed security company per every two hundred persons is employed to supervise the audience.

(C) Funeral processions.

(D) Students going to and from school classes or participating in educational activities, provided that such conduct is under the immediate direction and supervision of the proper school authorities.

(E) Participation by the City or the Las Vegas Convention and Visitor's Authority in a special event, except that the City Manager or designee, in connection with that event, may impose any requirement in this Chapter, or any other reasonable requirement, that is deemed necessary or appropriate for public safety.

(F) Filming activity governed by LVMC Chapter 12.04.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or

effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2015.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
Acting City Clerk

APPROVED AS TO FORM:

Val Steed 3-3-15
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2015, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2015, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
Acting City Clerk

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2015-19 - For Possible Action - Creates the City of Las Vegas, Tourism Improvement District (Symphony Park), within the area bounded by parcels on the southwest corner of Bonneville Avenue and Grand Central Parkway as well as the area bounded by Grand Central Parkway on the west and north, the Union Pacific Railroad tracks on the east and Bonneville Avenue on the south. Proposed by: Elizabeth N. Fretwell, City Manager

Fiscal Impact

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

PURPOSE/BACKGROUND:
NRS Chapter 271A authorizes municipalities to create tourism improvement districts within their respective jurisdictions in order to encourage economic development and development related to tourism. In accordance with State law, this bill will formalize the creation of a tourism improvement district within the area referenced in the summary above.

RECOMMENDATION:
ABEYANCE to 4/13/2015 Recommending Committee Meeting by the 3/30/2105 Recommending Committee

First Reading – 3/18/2015; First Publication – 4/2/2015

BACKUP DOCUMENTATION:
Bill No. 2015-19

Summary — An ordinance creating the City of Las Vegas, Nevada Tourism Improvement District (Symphony Park) and providing other matters properly related thereto.

BILL NO. 2015-19

ORDINANCE NO. _____

AN ORDINANCE CREATING THE CITY OF LAS VEGAS, NEVADA, TOURISM IMPROVEMENT DISTRICT (SYMPHONY PARK); AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, under Nevada Revised Statutes Chapter 271A, Tourism Improvement District Law (the "Tourism Act"), the City of Las Vegas (the "City") has the power to create a tourism improvement district to be known as the "City of Las Vegas, Nevada Tourism Improvement District (Symphony Park)" (the "District") for the development of property within the jurisdiction of the City; and

WHEREAS, the City Council of the City (the "Council") desires to construct a project (the "Project") to be located in the District as further described in the report entitled "An Assessment of the Proposed Symphony Park Tourism Improvement District in Las Vegas, NV" prepared by Civitas and Tourism Economics, dated November 20, 2014 (the "Report") which is on file with the City Clerk of the City (the "Report"); and

WHEREAS, the Tourism Act requires, among other things, that before the District may be created, the Council must make a written finding at a public hearing, based upon reports from independent consultants, as to whether the Project and the financing thereof will have a positive fiscal effect on the provision of local governmental services (the "Fiscal Effect Finding"), after considering:

(a) the amount of proceeds of all taxes and other governmental revenue projected to be received as a result of the properties and businesses expected to be located in the District;

(b) the use of any money proposed to be pledged pursuant to the Tourism Act;

(c) any increase in costs for the provision of local governmental services, including, without limitation, services for education, including operational and capital costs, and services for police protection and fire protection, as a result of the Project and the development of land within the District; and

(d) estimates of any increases in the proceeds from sales and use taxes collected by retailers located outside of the District and of any displacement of the proceeds from sales and use taxes collected by those retailers, as a result of the properties and businesses expected to be located in the District; and

WHEREAS, pursuant to the Tourism Act, at least 45 days before making the Fiscal Effect Finding, the Council provided to the Board of County Commissioners of Clark County, written notice of the time and place of the meeting at which the Council will consider making the Fiscal Effect Finding and each analysis prepared by or for or presented to the Council regarding

the fiscal effect of the Project and the use of any money proposed to be pledged pursuant to the Tourism Act on the provision of local governmental services, including education; and

WHEREAS, the City commissioned the Report regarding, among other things, the fiscal effect on the provision of local governmental services and the estimated amount and source of sales and use taxes generated in the District; and

WHEREAS, the Report is the only analysis prepared by or for or presented to the Council regarding the fiscal effect of the Project and the use of any money proposed to be pledged pursuant to the Tourism Act on the provision of local governmental services, including education; and

WHEREAS, the City provided at least 15 days' notice of a public hearing held on February 4, 2015 by publication pursuant to NRS 271A.080(5); and

WHEREAS, the Council held a public hearing on February 4, 2015 and pursuant to a resolution adopted on February 4, 2015 at the public hearing, the Council made written findings pursuant to NRS 271A.080(2), (3) and (5), including the Fiscal Effect Finding; and

WHEREAS, the City provided materials to the Nevada Commission on pursuant to NRS 271A.080(5); and

WHEREAS, pursuant to a resolution adopted on March 21, 2015, the Commission on Tourism made the determination pursuant to NRS 271A.080(5) that a preponderance of the increase in the proceeds from sales and use taxes identified pursuant to NRS 271A.080(5) will be attributable to transactions with tourists who are not residents of this State and approved the use of monies under NRS 360.855(3); and

WHEREAS, no portion of any of the Property in the District is also included within any boundaries of any other tourism improvement district or any improvement district for which any money has been pledged pursuant to NRS 271.650; and

WHEREAS, having met all of the prerequisites to creation of the District pursuant to NRS 271A.080, the Council desires to create the District; and

WHEREAS, the City staff has presented to the Council a description and a map of the boundaries of the District; and

WHEREAS, the Council has reviewed the documents submitted for the District; and

WHEREAS, the Council and officers of the City have done all things necessary and preliminary to the creation of the District, and the Council desires now to create the District by this ordinance.

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

Section 1. This Ordinance shall be known as, and may be cited by, the short title "Tourism Improvement District (Symphony Park) Creation Ordinance" (herein the "Ordinance"). All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers of the City (not inconsistent with the provisions of this Ordinance) concerning the District and the Project hereby are, ratified, approved and confirmed.

Section 2. The Council has heretofore determined and does hereby determine:

a. No retailers will have maintained or will be maintaining a fixed place of business within the District on or within 120 days immediately preceding the date of adoption of this Ordinance; and

b. The District is located entirely within the boundaries of the City.

Section 3. There shall be, and hereby is, created in the City the District being a tourism improvement district designated as the "City of Las Vegas, Nevada, Tourism Improvement District (Symphony Park)" for the purpose of acquiring the Project. The boundaries of the District are generally described as including parcels adjacent to Grand Central Parkway and Bonneville Avenue and as more particularly described in the Report.

Section 4. Pursuant to NRS 360.855(3) the City Council hereby approves and authorizes the use of money received pursuant to subsection 1 of NRS 360.855 that is not needed to make payments due during a fiscal year of the principal of, interest on, and other payments or security-related costs with respect to, any bonds or notes issued pursuant to NRS 271A.120 and payments due during that fiscal year under any agreements made pursuant to NRS 271A.120 for the purpose of prepaying, defeasing or otherwise retiring all or a portion of any bonds or notes issued pursuant to NRS 271A.120 or of prepaying amounts due under any agreements entered into pursuant to NRS 271A.120, or any combination thereof, with respect to the District.

Section 5. The Project, which is a permitted project under NRS Chapter 271A, is hereby ordered to be acquired, improved, equipped, operated and maintained within the boundaries of the District.

Section 6. For the purposes of carrying out the acquisition, improvement, equipment, operation and maintenance of the Project within the District as more specifically described herein and the financing of the Project, the City hereby determines to pledge and hereby pledges 75% of:

(1) An amount equal to the proceeds of the taxes imposed pursuant to NRS 372.105 and 372.185 with regard to tangible personal property sold at retail, or stored, used or otherwise consumed, in the district during a fiscal year, after the deduction of a sum equal to 1.75 percent of the amount of those proceeds;

(2) The amount of the proceeds of the tax imposed pursuant to NRS 377.030 with regard to tangible personal property sold at retail, or stored, used or otherwise consumed, in the improvement district during a fiscal year, after the deduction of 1.75 percent of the amount of those proceeds.

Section 7. Pursuant to NRS 271A.090, the determinations and written findings made by the Council in this Ordinance are conclusive in the absence of fraud or gross abuse of discretion.

Section 8. After adoption of this Ordinance, City staff is hereby authorized to negotiate with the State of Nevada Department of Taxation the terms of an agreement specifying the dates and procedure for distribution to the City of any money pledged pursuant to Section 6 of this Ordinance and to provide such agreement to the Council for its approval.

Section 9. Before the issuance of any bonds to finance the Project in the District, City staff is hereby authorized to obtain a feasibility study, commissioned by the City, which shows that a sufficient amount will be generated from money pledged pursuant to NRS 271A.070 to make timely payment on the bonds, taking into account the revenue from any other revenue-producing projects also pledged for the payment of the bonds, if any.

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

(Form of Publication of Notice of Deposit of an Ordinance)

BILL NO. _____
ORDINANCE NO. _____

AN ORDINANCE CREATING THE CITY OF LAS VEGAS, NEVADA, TOURISM IMPROVEMENT DISTRICT (SYMPHONY PARK); AND PROVIDING OTHER MATTERS PROPERLY RELATING 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 City Hall, 495 S. Main Street, Las Vegas, Nevada, and that such Ordinance was proposed March 18, 2015, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas held on April 1, 2015.

/s/ LuAnn D. Holmes, MMC
Acting City Clerk

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

Section 11. After this Ordinance is signed by the Mayor and attested and sealed by the City 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 the Las Vegas Review-Journal, a newspaper published and having a general circulation in the City, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF ADOPTION OF ORDINANCE)

ORDINANCE NO. _____
(of the City of Las Vegas, Nevada)

AN ORDINANCE CREATING THE CITY OF LAS VEGAS, NEVADA, TOURISM IMPROVEMENT DISTRICT (SYMPHONY PARK); AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled ordinance are available for public examination and distribution upon request at the office of the City Clerk of the City of Las Vegas, Nevada, at her office at 495 S. Main Street, Las Vegas, Nevada; and that the above-numbered and entitled Ordinance was proposed on March 18, 2015, and was passed at the meeting held on April 1, 2015, by the following vote of the City Council:

Those Voting Aye:	
Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers
Those Voting Nay:	_____
Those Absent:	_____

This Ordinance shall be in full force and effect from and after the ___ day of April, 2015, i.e., the day after 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 April 1, 2015.

By: /s/ Carolyn G. Goodman
Carolyn G. Goodman, Mayor

Attest:

/s/ LuAnn D. Holmes, MMC
Acting City Clerk

(End of Form of Publication)

Section 12. 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 13. 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.

PASSED, ADOPTED AND APPROVED THIS APRIL 1, 2015.

(SEAL)

_____
Carolyn G. Goodman, Mayor

Attest:

_____
LuAnn D. Holmes, MMC, Acting City Clerk

Approved as to form:

Val Steed 3-9-15
City Attorney or Chief Deputy City Attorney

This Ordinance shall be in full force and effect from and after April __, 2015, i.e., the date after the publication of such ordinance by its title.

STATE OF NEVADA)
)
COUNTY OF CLARK) **:ss**
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, the duly chosen, qualified and Acting City Clerk 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 Council on March 18, 2015, and finally adopted and approved on April 1, 2015.

2. The following members of the Council were present at the March 18, 2015 Council meeting:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers
Those Absent:	_____

3. The foregoing Ordinance was first proposed and read by title to the City Council on March 18, 2015, and referred to a committee for recommendation; thereafter the said committee reported favorably on said Ordinance on April 1, 2015, which was a regular meeting of said Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the April 1, 2015 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers

Those Voting Nay: _____

_____

Those Absent: _____

_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself as the City Clerk, 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 March 18, 2015 and April 1, 2015. Pursuant to Section 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three working days before the meetings 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, on the official website of the State of Nevada pursuant to NRS 232.2175 and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) City of Las Vegas
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

and

(b) By mailing prior to 9:00 a.m. at least 3 working days before such meeting, to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

6. A copy of such notice so given of the meeting of the Council on March 18, 2015 is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the Council on April 1, 2015 is attached to this certificate as Exhibit B.

7. 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.

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.

9. Upon request, the Council, 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 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 April __ 2015.

_____

LuAnn D. Holmes, MMC
City Clerk

EXHIBIT A

(Attach Copy of Notice of Meeting on March 18, 2015)

EXHIBIT B

(Attach Copy of Notice of April 1, 2015 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Deposit of Creation Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Creation Ordinance)

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

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

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

Bill No. 2015-20 - Adds new business licensing and zoning regulations regarding nightclubs and cinemas. Sponsored by: Councilwoman Lois Tarkanian

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will add new business licensing and zoning regulations regarding nightclubs and cinemas.

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. 2015-20

BILL NO. 2015-20

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE CITY'S TITLE 6 ALCOHOLIC BEVERAGE LICENSING REGULATIONS AND TITLE 19 ZONING REGULATIONS BY ADDING NEW REGULATIONS REGARDING NIGHTCLUBS AND CINEMAS AND OTHER RELATED MATTERS.

Sponsored by: Councilwoman Lois Tarkanian

Summary: An ordinance to add new business licensing and zoning regulations regarding nightclubs and cinemas that serve alcoholic beverages.

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

SECTION 1: Title 6 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to add a new Chapter, designated as Chapter 39, reading as follows:

6.39.010: (A) As the primary operations of a nightclub are the sales of alcoholic beverages for immediate on-premises consumption and the provision of live entertainment at a fixed establishment during the late night and early morning hours, and such operations can negatively impact surrounding businesses and residential areas during the late evening and early morning hours due to noise and congestion from the additional vehicular and pedestrian traffic coming to and from such establishments, the City Council declares that all businesses considered to be a nightclub pursuant to this subsection must be specifically licensed for such operation, whether newly proposed or an existing business operation as further delineated herein.

(B) The City Council understands that there are certain liquor establishments authorized to provide live entertainment pursuant to LVMC 6.50.520, and if an establishment is not considered a nightclub for purposes of this subsection, then such establishment shall comply with the provisions of LVMC 6.50.520 prior to providing live entertainment at such an establishment.

6.39.020: (A) Subject to Subsection (C)(1), below, it is unlawful for any person to commence, carry on or engage in or operate any nightclub as defined by LVMC 6.39.030 without first obtaining and thereafter maintaining a valid, unexpired nightclub license as provided herein. Due to the negative

secondary impacts a nightclub can create, such a license is required whether it is a new business operation or an existing operation that is considered a nightclub.

(B) A nightclub license pursuant to this Chapter shall not issue unless the applicant possesses a beer and wine room alcoholic beverage license, tavern alcoholic beverage license, tavern-limited alcoholic beverage license or urban lounge alcoholic beverage license for the establishment at which the nightclub license is proposed for issuance, and, except as provided at Subsection (C)(2), below, such license shall not be issued if the establishment is located on property not properly entitled for a nightclub use pursuant to LVMC Title 19.

(C) Existing Business Operations.

(1) Any existing business that is considered a nightclub pursuant to this Chapter shall apply for and obtain licensure as a nightclub by October 1, 2015, or completely cease nightclub operations by November 1, 2015.

(2) While certain land use approvals are required for new nightclub operations pursuant to Title 19 of this code, any nightclubs lawfully operating prior to December 1, 2014 may be licensed pursuant to this Chapter without obtaining land use approval for a nightclub use pursuant to LVMC Title 19, notwithstanding LVMC 6.39.020(B), above.

(D) A separate license is required for each location at which a licensee conducts business, and such licenses are not transferable. In order for an applicant for a nightclub license to obtain and maintain such license in good standing, the establishment must comply, and continue to comply with all applicable zoning, building, fire and health requirements.

6.39.030: "Nightclub" means an establishment that is licensed to sell alcoholic beverages pursuant to a beer and wine room alcoholic beverage license, tavern alcoholic beverage license, tavern-limited alcoholic beverage license or urban lounge alcoholic beverage license whose primary operations are that of preparing and serving alcoholic beverages for immediate on-premises consumption and the provision of live entertainment, generally operated primarily in the late-evening/early morning hours.

(A) An establishment shall be considered a nightclub, and must obtain a business

license pursuant to this Chapter, if it exhibits the following characteristics:

(1) Live entertainment is provided in an area that exceeds fifty square feet, and the following spaces shall be included in the calculation of such area: stage space, disc jockey space, dance floor(s), and any space primarily dedicated to the viewing of the live entertainment provided by the licensee; and

(2) Its primary entertainment operating hours are generally between the hours of nine p.m. and five a.m. the following day, or "afterhours" between four a.m. and ten a.m. on the same day.

(B) For purposes of this definition, live entertainment includes live music (with or without dancing), recorded or digital music played for patrons by a live disc jockey or electronic device, karaoke entertainment or other stage shows, such as a magician, comedian other similar type of performance artist.

6.39.040: Minors prohibited; Exceptions.

(A) It is unlawful for a licensee to allow the entry of any minor onto the premises of a nightclub, except as specifically allowed pursuant to a LVMC Title 12 special event permit, or where a nightclub serves meals at a restaurant upon its premises, and the minor is eating a meal within the designated restaurant area. These limited exceptions permitting minors into an establishment licensed as a nightclub are exclusive to this Chapter, LVMC 6.39, and no other provision of this code, such as LVMC 6.50.450(F), shall permit the entry of a minor into an establishment licensed as a nightclub.

(B) If a nightclub serves meals at a restaurant upon its premises, such nightclub must designate a restaurant area to be approved by the Director, and such nightclub may permit minors to patronize the designated restaurant area only for the express purpose of eating a meal, and only between the hours of 6:00 am and 10:00 pm.

(C) Signs indicating that minors are not permitted upon the premises of the nightclub must be posted at all entrances to the permitted establishment, and if there is a restaurant serving meals upon the premises of the licensed establishment, additional signs must designate the restaurant area of the

establishment. The signs, as well as the locations for placement of the signs within the establishment shall be submitted and approved by the Director.

(D) Nothing in this section precludes a licensee from employing a minor between eighteen and twenty-one years of age as a person providing entertainment at the establishment, provided that such person departs upon completion of his or her act.

6.39.050: Operating Requirements.

(A) Hours of Operation.

The hours of operation for a nightclub shall be determined by the Director at the time of permanent license approval pursuant to LVMC 6.02.090. If there is a conflict between the hours of operation for a nightclub approved by the Director for the nightclub license and hours of operation approved by the City Council pursuant to either: 1) an alcoholic beverage license for the establishment; or 2) an approved land use entitlement permitting the operation of a nightclub, the condition regarding hours of operation approved by the City Council shall control.

(B) Security Plan Required. Prior to the approval of any temporary or permanent license, the licensee shall present to the Director a security plan for approval, and a license shall not issue until such plan is approved by the Director. The Director shall issue, and may revise on an as-needed basis, an official policy to describe the scope of the required security plan for the benefit of potential licensees.

(C) If the licensed establishment is within 500 feet of a residential property, post signs at locations clearly visible within the club and at both on and off-site parking areas, requesting patrons to respect residents of adjacent residential neighborhoods by being quiet when leaving.

(D) Limitation on Outdoor Activities.

Unless otherwise permitted by land use entitlement approved for such establishment, any and all activities associated with a licensed establishment shall be conducted entirely within the interior of such establishment, except for the following:

(1) The checking of patrons' identification;

(2) Valet parking activities;

(3) The sale of admission tickets for current or future events;

(4) Eating, drinking, or dancing when specifically allowed outside by Title 12 special event permit.

(E) If patrons are waiting outside the licensed establishment for entry into such establishment, the licensee shall organize and maintain its patrons in line as follows:

(1) Such line shall be on a sidewalk, unless on private property;

(2) If on a sidewalk, such line shall be parallel to and against the structure of the licensed establishment;

(a) Such line shall not be more than two abreast (two persons next to one another);

(b) Such line shall only be maintained on a sidewalk that is not located in a residential neighborhood; and

(c) Such line shall not restrict reasonable pedestrian movement on the sidewalk.

(F) Noise. No interior noise shall be audible beyond the property line with the doors closed, unless a more restrictive requirement exists elsewhere in the Las Vegas Municipal Code, then the more restrictive requirement applies.

(G) Insurance. The licensee shall at all times maintain an insurance policy for the licensed establishment with minimum coverage of five hundred thousand dollars on a per occurrence basis for any death or accident resulting in injury at the establishment.

SECTION 2: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to add a new section, designated as Section 265 reading as follows:

6.50.265: (A) For the purposes of this Section, "cinema" (or "movie theatre") means a theatre at which motion pictures are displayed for an audience on a screen. This definition explicitly excludes the adult motion picture theatre or adult mini-motion picture theatre as defined by LVMC 19.12.070 (Sexually

Oriented Business). A cinema with seating in excess of eight hundred permanent theatre seats and 20,000 square feet of gross floor area may be licensed for the retail sale of alcoholic beverages pursuant to this Section.

(B) A person may apply for a tavern, tavern-limited or beer/wine room alcoholic beverage license for the sale of alcoholic beverages at a cinema pursuant to this Section.

(C) A person that obtains an alcoholic beverage license for a cinema shall comply with the following conditions:

(1) A licensee shall only allow the sale of alcoholic beverages in an area that is designated for the service of alcoholic beverages and separated by a barrier sufficient to prevent access to the designated area by minors and by signage approved by the Director;

(2) A licensee shall not designate any such separated area within the cinema as a "bar" or "lounge;"

(3) Nothing in this Section prohibits a minor from entering or remaining in an area designated for the service of alcoholic beverages as long as the minor is continuously accompanied by the minor's parent or legal guardian;

(4) A licensee shall not permit alcoholic beverages in any arcade, or retail sales area; and

(5) The sale of alcoholic beverages shall be incidental to the primary business or activity of the cinema. For purposes of this subsection, "sales of alcoholic beverages must be incidental to" means that the sale of alcoholic beverages is subordinate to and plays a supporting role to the primary business or activity at the cinema. The incidental sales of alcoholic beverages is evidenced by satisfaction of one or more of the following: 1) alcoholic beverage sales of less than twenty-five percent of the total gross sales of the establishment during any renewal period; 2) a review of the space used by the activities which does not evidence a use of the space as primarily for the sale of alcoholic beverages; 3) a review of the promotional materials used for the activity which does not evidence a use of the space as primarily for the sale of alcoholic beverages; or 4) a review of the employees, and the time commitments by such

employees utilized for the activities, which does not evidence a use of the space as primarily for the sale of alcoholic beverages.

(6) The licensee shall only sell alcoholic beverages to patrons possessing a ticket for a motion picture on the date of the ticket.

(7) A security plan must be approved by the Director prior to the service of any alcoholic beverages.

(D) Notwithstanding any other provision of this Code, provided that the licensee complies with the provisions of this Chapter and all conditions of the alcoholic beverage license issued, persons under twenty-one years of age may enter a cinema licensed for the sale of alcoholic beverages and the licensee may sell alcoholic beverages at such establishment even though persons under twenty-one years of age are present within the cinema.

SECTION 3: Title 6, Chapter 50, Section 520, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.520: (A) Subject to the provisions of Subsection (C) of this Section, no <u>live</u> entertainment, as defined in Subsection (B), may be offered in any establishment in the following licensing categories unless that form of entertainment has been approved in advance by the approval authority:

(1) Banquet or event establishment;

(2) Beer/wine/cooler on-sale;

(3) Beer and wine room;

(4) Nonprofit club general;

(5) Restaurant service bar;

(6) Restaurant with alcohol;

(7) Tavern; or

(8) Establishment with a tavern-limited license that is outside of the boundaries of the downtown entertainment overlay district.

(B) For purposes of this Section:

(1) "Approval authority" means the City Council, if the approval is sought in connection with initial licensing approval by the City Council, and the Director otherwise.

(2) "Entertainment" means one or more of the following:

(a) Live music (with or without dancing);

(b) Live disc jockey (with dancing);

[(c) Live comedic performers; or]

[(d)](c) Karaoke entertainment; or

(d) Stage shows, such as a magician, comedian other similar type of performance artist.

(C) This Section:

(1) [applies] Applies only to establishments licensed after the effective date of Ordinance No. 6071[.];

(2) Does not apply to any establishments licensed as a nightclub pursuant to LVMC 6.39.

SECTION 4: Title 19, Chapter 12, Section 010, Table 2 (Permitted Uses) is hereby amended by amending the entry for the "Nightclub" use as follows:

	U	R-E	R-1	R-CL	R-TH	R-2	R-3	R-4	R-MH	P-O	O	C-1	C-2	C-PB	C-M	M
[Night Club] Nightclub												S	[P] S	S	[P] S	[P] S

SECTION 5: Title 19, Chapter 12, Section 70 is hereby amended by amending the entry for the use "Nightclub" to read as follows:

Description: (A) An establishment, other than a teen dance center, [that is operated as a place of entertainment characterized by any or all of the following as principal activities:

1. Live, recorded, or televised entertainment, including but not limited to performance by magicians, musicians or comedians.

2. Dancing.

3. On-site Alcohol Sales]

where its primary operations are that of preparing and serving alcoholic beverages for immediate on-premises consumption and the provision of live entertainment, generally operated primarily in the late-evening/early morning hours. An establishment shall be considered a nightclub if it exhibits the following characteristics:

1. Live entertainment is provided in an area that exceeds fifty square feet, and the following spaces shall be included in the calculation of such area: stage space, disc jockey space, dance floor(s), and any space primarily dedicated to the viewing of the live entertainment provided by the licensee; and

2. Its primary operating hours are generally between the hours of nine p.m. and five a.m. the following day, or "afterhours" between four a.m. and 10 a.m. on the same day.

(B) For purposes of this description, live entertainment includes live music (with or without dancing), recorded or digital music played for patrons by a live disc jockey or electronic device, or karaoke entertainment or other stage shows, such as a magician, comedian other similar type of performance artist.

Minimum Special Use Permit Requirements:

*1. Because the primary operations of a nightclub are that of preparing and serving alcoholic beverages for immediate on-premises consumption and the provision of live entertainment, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between a nightclub and other uses that should be protected from the impacts associated with a nightclub. Therefore, except as otherwise provided below, no nightclub may be located within 1500 feet of a church, synagogue, school, child care facility licensed for more than 12 children or City park.

*2. A person that desires to operate a nightclub shall obtain both a nightclub land use entitlement as well as any necessary land use entitlement for the service of alcohol for on-premises consumption. A person lawfully operating a nightclub as defined by this section and LVMC 6.39, prior to December 1, 2014, is not required to obtain special use permit for the continued operation of such nightclub use. Real property entitled for a nightclub pursuant to this Code shall have no specific spacing requirements between

other nightclubs. However, as the nightclub entitlement is a separate and distinct from any land use entitlement permitting the service of alcohol for on-premises consumption, this provision shall not act to waive or otherwise diminish the specific spacing requirements between uses entitled for the service of alcohol for on-premises consumption.

*3. The distance separation referred to in Requirement 1, above, and Requirement 8, below, shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed nightclub 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 nightclub. The distance shall be measured in a straight line without regard to intervening obstacles.

*4. For the purpose of Requirement 2, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a nightclub refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

B. The proposed nightclub will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed nightclub will be located;

C. All parking spaces required by this Section 19.12.070 for the nightclub

will be located on the same parcel as the use; and

D. The owners of all parcels within the commercial subdivision, including the owner of agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

5. The distance separation requirement set forth in Requirement 1 does not apply to an establishment which has a non-restricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992.

6. The distance separation requirement set forth in Requirement 1 may be waived in accordance with the provisions of LVMC 19.12.050(C), but only in connection with a proposed nightclub that will be located on a parcel within the C-V District, the Parkway Center District within the Downtown Centennial Plan, the Gaming Enterprise Overlay District, the Fremont East Entertainment District, the 18b Arts District or the Downtown Casino Overlay District;

7. The use shall conform to, and is subject to, the provisions of LVMC Chapter 6.50;

*8. No nightclub may be located within 500 feet of any single-family dwelling.

*9. Alcohol service is only permitted in conjunction with the following Title 6 alcoholic beverage licenses: Beer and Wine Room, Tavern, Tavern-Limited and Urban Lounge.

On-site Parking requirement: One space for every 3 persons at maximum capacity.

SECTION 6: Title 19, Chapter 18, Section 20 is hereby amended by amending the entry for the definition "Nightclub" as follows:

[Night Club.] Nightclub. [An establishment, other than a teen dance center, that is operated as a place of entertainment, characterized by any or all of the following as a principal use:

1. Live, recorded, or televised entertainment, including but not limited to performance by magicians, musicians or comedians.

2. Dancing.

3. On-site Alcohol Sales.] (A) An establishment, other than a teen dance center, [that is

operated as a place of entertainment characterized by any or all of the following as principal activities:

1. Live, recorded, or televised entertainment, including but not limited to performance by magicians, musicians or comedians.

2. Dancing.

3. On-site Alcohol Sales]

where its primary operations are that of preparing and serving alcoholic beverages for immediate on-premises consumption and the provision of live entertainment, generally operated primarily in the late-evening/early morning hours. An establishment shall be considered a nightclub if it exhibits the following characteristics:

1. Live entertainment is provided in an area that exceeds fifty square feet, and the following spaces shall be included in the calculation of such area: stage space, disc jockey space, dance floor(s), and any space primarily dedicated to the viewing of the live entertainment provided by the licensee; and

2. Its primary operating hours are generally between the hours of nine p.m. and five a.m. the following day, or "afterhours" between four a.m. and ten a.m. on the same day.

(B) For purposes of this subsection, live entertainment includes live music (with or without dancing), recorded or digital music played for patrons by a live disc jockey or electronic device, or karaoke entertainment or other stage shows, such as a magician, comedian other similar type of performance artist.

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

SECTION 8: Whenever in this ordinance any act is prohibited or is made or declared to

be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2015.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC
Acting City Clerk

APPROVED AS TO FORM:

_____ 3/23/15
James B. Lewis, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2015, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2015, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
Acting City Clerk

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

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

SUBJECT:
NEW BILLS:

Bill No. 2015-21 - Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2016)
Proposed by: David N. Bowers, Director of Public Works

Fiscal Impact

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

PURPOSE/BACKGROUND:
Levies the assessment for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane. The referenced assessments reflect the estimated maintenance costs from July, 2015 through June, 2016.

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. 2015-21

BILL NO. 2015-21

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2016); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and State of Nevada, has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2016) (hereinafter the "District"), to defray the annual maintenance costs of a street beautification project within the District (hereinafter the "Maintenance Project") as defined in Chapter 271, Nevada Revised Statutes and has provided that the entire cost and expense of the Maintenance Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of the Consolidated Local Improvement Law; and

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

WHEREAS, in accordance with NRS 271.360 and NRS 271.378, the City Council has heretofore determined, and does hereby declare, that the net cost of the Maintenance Project for FY2016 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $75,800, of which, $ -0- is available from other sources and of which $75,800 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Maintenance Project; and

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

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

WHEREAS, the Engineer has reported the final assessment roll to the City Council and has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, April 1, 2015, at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Maintenance Project in the District, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the Engineer has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Maintenance Project in the District should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, April 1, 2015, at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll ("Tabulation of Parcels") to be filed in the records of the office of the City Clerk on March 4, 2015; and

WHEREAS, the City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing on April 1, 2015, of the filing of the final assessment roll in her office, of the date of

filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

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

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1485 (FY2016) Assessment Protest Resolution; and

WHEREAS, by the District No. 1485 (FY2016) Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

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

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

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

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

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1485 (FY2016) Levy Ordinance" (hereinafter the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District is without sufficient merit and the same be, and the same hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1485 (FY2016) Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2016) including, but not limited to, the creation of the District, the amount of the maintenance contract, the levy of assessments for

those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying the costs and expenses of the Maintenance Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Maintenance Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on March 4, 2015, and as modified and confirmed by the District No. 1485 (FY2016) Assessment Protest Resolution duly adopted by the City Council on April 15, 2015.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand; provided that all or any part of such assessments may, at the election of the owner, be paid in installments, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments the amount of the assessment then unpaid. In case of such election to pay in installments, the unpaid assessments shall be payable in four (4) substantially equal quarterly installments of principal until paid in full, without interest, payable at the office of the City Treasurer on July 1, 2015, October 1, 2015, January 1, 2016 and April 1, 2016. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had

not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any installment of the unpaid principal.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the property owner's application for renewal of the Hardship Determination is disapproved; or (c) the property owner pays all previous and current assessments. The property owner shall file an application for renewal of the Hardship Determination each year when the Maintenance Project is levied. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. May 24, 2015) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal, penalties, and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Council may require the City Treasurer to apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the

City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.625. Nothing herein shall be construed as preventing the City, at the direction of the governing body, from collecting any assessment by suit in the name of the governing body. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor.

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

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable and the last day for their payment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher or his designee and filed with the City Clerk of the City. In accordance with NRS 271.390(2) the City Clerk or Deputy City Clerk shall also give written notice of the levying of the

assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments have been paid in full or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

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

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR BOUNDARIES OF DISTRICT IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2016)

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1485 (FY2016) Levy Ordinance (hereinafter the "Levy Ordinance") was duly passed, adopted, signed and approved on May 20, 2015. The Levy Ordinance levied and assessed the cost and expense of Boundaries of District against the lots, tracts and parcels of land specially benefited by the maintenance in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2016)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the ordinance).

Assessments are due and payable at the office of the City Treasurer in Las Vegas, Nevada, on or before June 23, 2015, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, without interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable in four (4) substantially equal quarterly installments of principal until paid in full, being payable at the office of the City Treasurer in Las Vegas, Nevada, on July 1, 2015, October 1, 2015, January 1, 2016, and April 1, 2016. Failure to pay any assessment installment when due will cause the whole of the unpaid principal of such assessment to become due and payable immediately at the City's option, and the whole amount of the unpaid principal will, after such delinquency, whether the City's option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid, but at any time prior to the date of the sale, the owner may pay the amount of all

delinquent installments originally becoming due on or before the date of payment, and all penalty interest accrued, and will thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the property owner's application for renewal of the Hardship Determination is disapproved; or (c) the property owner pays all previous and current assessments. The property owner shall file an application for renewal of the Hardship Determination each year when the Maintenance Project is levied. The owner shall also be subject to the lien as provided in Section 6 hereof.

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

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from May 24, 2015, (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this May 20, 2015.

LUANN D. HOLMES, MMC
Acting City Clerk

(End of Form of Notice)

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

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

Section 14. That in accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before May 20, 2015, such publication to be in substantially the following form:

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

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 ALTA DRIVE (LANDSCAPE MAINTENANCE FY2016) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 495 South Main Street, Las Vegas, Nevada, and that such ordinance was proposed on the 15th of April, 2015, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 20th of May, 2015.

/s/ LuAnn D. Holmes
Acting City Clerk

(End of Form)

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

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 ALTA DRIVE (LANDSCAPE MAINTENANCE FY2016); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on April 15, 2015, and was passed at a regular meeting held on May 20, 2015, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:	Carolyn G. Goodman Stavros S. Anthony Lois Tarkanian Steven D. Ross Ricki Y. Barlow Bob Coffin Bob Beers
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

This Ordinance shall be in full force and effect from and after May 24, 2015, 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 20th of May, 2015.

/s/ CAROLYN G. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ LUANN D. HOLMES
Acting City Clerk

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

Introduced April 15, 2015, PASSED, ADOPTED AND APPROVED May 20, 2015.

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
Acting City Clerk

Approved as to Form:

3/31/15
Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, the duly chosen, qualified Acting City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on April 15, 2015, and finally adopted and approved on May 20, 2015.

2. The following members of the City Council were present at the April 15, 2015, Council meeting:

Mayor:	Carolyn G. Goodman
Councilmembers:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 15, 2015, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 20, 2015, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the May 20, 2015, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Carolyn G. Goodman
	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers
Those Voting Nay:	_____
	_____
Those Absent:	_____
	_____

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

5. All members of the City Council were given due and proper notice of the meetings held on April 15, 2015, and May 20, 2015. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

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

(i) City Hall
495 South Main Street
Las Vegas, Nevada

(ii) City of Las Vegas Development Services Center
333 North Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

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

6. A copy of such notice so given of the meeting of the City Council on April 15, 2015, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on May 20, 2015, is attached to this certificate as Exhibit B.

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

IN WITNESS WHEREOF, I have hereunto set my hand on this May 20, 2015.

LUANN D. HOLMES, MMC
Acting City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 15, 2015 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 20, 2015 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

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

SUBJECT:
NEW BILLS:

Bill No. 2015-22 - Levies Assessment for Special Improvement District No. 1516 - Fremont Street Maintenance District FY2016 (Las Vegas Boulevard to 8th Street) Proposed by: David N. Bowers, Director of Public Works

Fiscal Impact

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

PURPOSE/BACKGROUND:
The District provides annual funding for the maintenance of the Fremont Street Commercial Area Vitalization Project. The estimated budget includes landscape, street and neon sign maintenance, utilities, advertising, marketing and promotional activities within the district. The property owners will be billed in four (4) quarterly installments without interest. The referenced assessments reflect the estimated costs of SID 1516 from July 1, 2015 through June 30, 2016. The maintenance of the Commercial Area Vitalization Project is funded 100% by the property owners through this SID.

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. 2015-22

BILL NO. 2015-22

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2016 (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (the "City Council" and "City," respectively) in the County of Clark and State of Nevada (the "State"), has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District FY2016 (Las Vegas Boulevard to 8th Street) (the "District"), for the purpose of acquiring, improving and maintaining a Commercial Area Vitalization Project (the "Project"), as defined in Nevada Revised Statutes ("NRS") 271.063, and has provided that the cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of NRS Chapter 271; and

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

WHEREAS, in accordance with NRS 271.360 and 271.377, the City Council has heretofore determined, and does hereby declare, that the net cost of the Project for FY2016 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $252,402, of which $-0- is available from other sources and $252,402 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, the City Council, by resolution heretofore adopted, directed the City's Director of Public Works, together with the City Engineer Division of the City and certain consulting engineers (collectively, the "City Engineer") to make out a final assessment roll for the District; and

WHEREAS, after a determination of the portion of the costs of such work to be paid by the property specially benefited, the City Council, together with the City Engineer made out a final assessment roll for the District containing, among other things, the names and addresses of the last

known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon; and

WHEREAS, the City Engineer has reported the final assessment roll to the City Council and has filed the final assessment roll with the City Clerk of the City (the "City Clerk"); and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, April 1, 2015, at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Project, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the City Engineer has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, April 1, 2015 at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll for the District to be filed in the records of the office of the City Clerk on March 4, 2015; and

WHEREAS, the City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing on April 1, 2015, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

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

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1516 (FY2016) Assessment Protest Resolution; and

WHEREAS, by the District No. 1516 (FY2016) Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

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

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

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

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1516 (FY2016) Levy Ordinance" (the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District and the Project is without sufficient merit and the same be, and hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1516 (FY2016) 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 maintenance contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying a portion of the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on March 4, 2015, and as modified and confirmed by the District No. 1516 (FY2016) Assessment Protest Resolution duly adopted by the City Council on April 15, 2015.

Section 5. The assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal until paid in full, without interest, principal on such assessments being payable quarterly on July 1, 2015, October 1, 2015, January 1, 2016 and April 1, 2016. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

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

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. May 24, 2015) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

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

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the City Council, from collecting any assessment by suit in the name of the City Council.

The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor.

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

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable. The notice shall further state that payment must be made in full prior to the end of the 30 day period to avoid paying interest on the assessment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk. In accordance with NRS 271.390(2), the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) shall have been paid in full, both principal and interest, or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

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

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2016 (LAS VEGAS BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1516 (FY2016) Levy Ordinance (the "Levy Ordinance") was duly passed, adopted, signed and approved by the City Council of the City of Las Vegas on May 20, 2015. The Levy Ordinance levied and assessed a portion of the cost and expense of certain local improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District FY2016 (Las Vegas Boulevard to 8th Street)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the Levy Ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, in four (4) substantially equal quarterly installments of principal until paid in full, without interest, principal on such assessments being payable quarterly on July 1, 2015, October 1, 2015, January 1 , 2016 and April 1, 2016. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

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

term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 of the Levy Ordinance.

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

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from May 24, 2015 (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this May 20, 2015.

LuAnn D. Holmes, MMC, Acting City Clerk

(End of Form of Notice)

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

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

Section 14. In accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before May 20, 2015, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2016 (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 495 South Main Street, Las Vegas, Nevada, and that such ordinance was proposed on the 15th day of April, 2015, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 20th day of May, 2015.

/s/ LUANN D. HOLMES, MMC
Acting City Clerk

(End of Form)

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

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2016 (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on April 15, 2015, and was passed at a regular meeting held on May 20, 2015, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye: Carolyn G. Goodman
Stavros S. Anthony
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Bob Coffin
Bob Beers

Those Voting Nay: _____
_____

Those Absent: _____
_____

This Ordinance shall be in full force and effect from and after May 24, 2015, 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 20th day of May, 2015.

/s/ CAROLYN G. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ LUANN D. HOLMES, MMC
Acting City Clerk

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

INTRODUCED April 15, 2015, PASSED, ADOPTED AND APPROVED May 20, 2015.

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC, Acting City Clerk

Approved as to Form:

3/31/15

Date Assistant City Attorney

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

I, LuAnn D. Holmes, MMC, the duly chosen, qualified Acting City Clerk of the City of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council of the City (the "City Council") on April 15, 2015 and finally adopted and approved on May 20, 2015.

2. The following members of the City Council were present at the April 15, 2015 meeting:

Mayor:	Carolyn G. Goodman
Councilmembers:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 15, 2015, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 20, 2015, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the May 20, 2015, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Carolyn G. Goodman
	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers
Those Voting Nay:	_____
Those Absent:	_____
	_____

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

5. All members of the City Council were given due and proper notice of the meetings held on April 15, 2015 and May 20, 2015. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

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

(i) City Hall
495 South Main Street
Las Vegas, Nevada

(ii) City of Las Vegas Development Services Center
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

and

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

6. A copy of such notice so given of the meeting of the City Council on April 15, 2015, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on May 20, 2015, is attached to this certificate as Exhibit B.

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

8. Upon request, the City Council provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public

meeting, and any other supporting materials provided to the members of the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this May 20, 2015.

LuAnn D. Holmes, MMC, Acting City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 15, 2015 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 20, 2015 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:

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

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

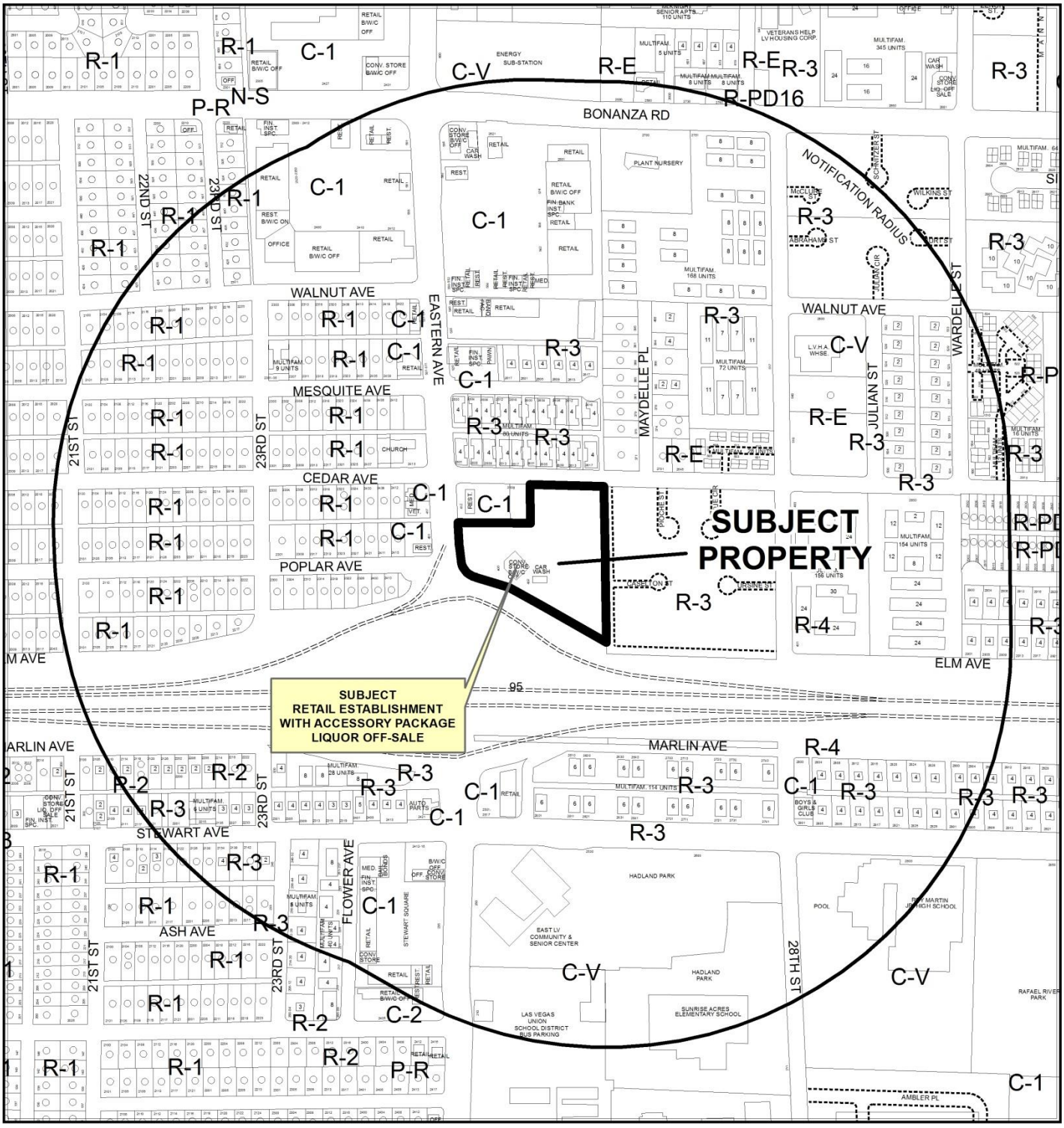
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-56796 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: EASTERN 95, LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-52101) FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE USE WITHIN AN EXISTING 4,184 SQUARE-FOOT CONVENIENCE STORE WITH A WAIVER TO ALLOW A 242-FOOT DISTANCE SEPARATION FROM A CHURCH/HOUSE OF WORSHIP WHERE 400 FEET IS REQUIRED at 400 North Eastern Avenue (APN 139-36-210-003), C-1 (Limited Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - SUP-52101 [PRJ-51956]
6. Justification Letter
7. Protest Postcard



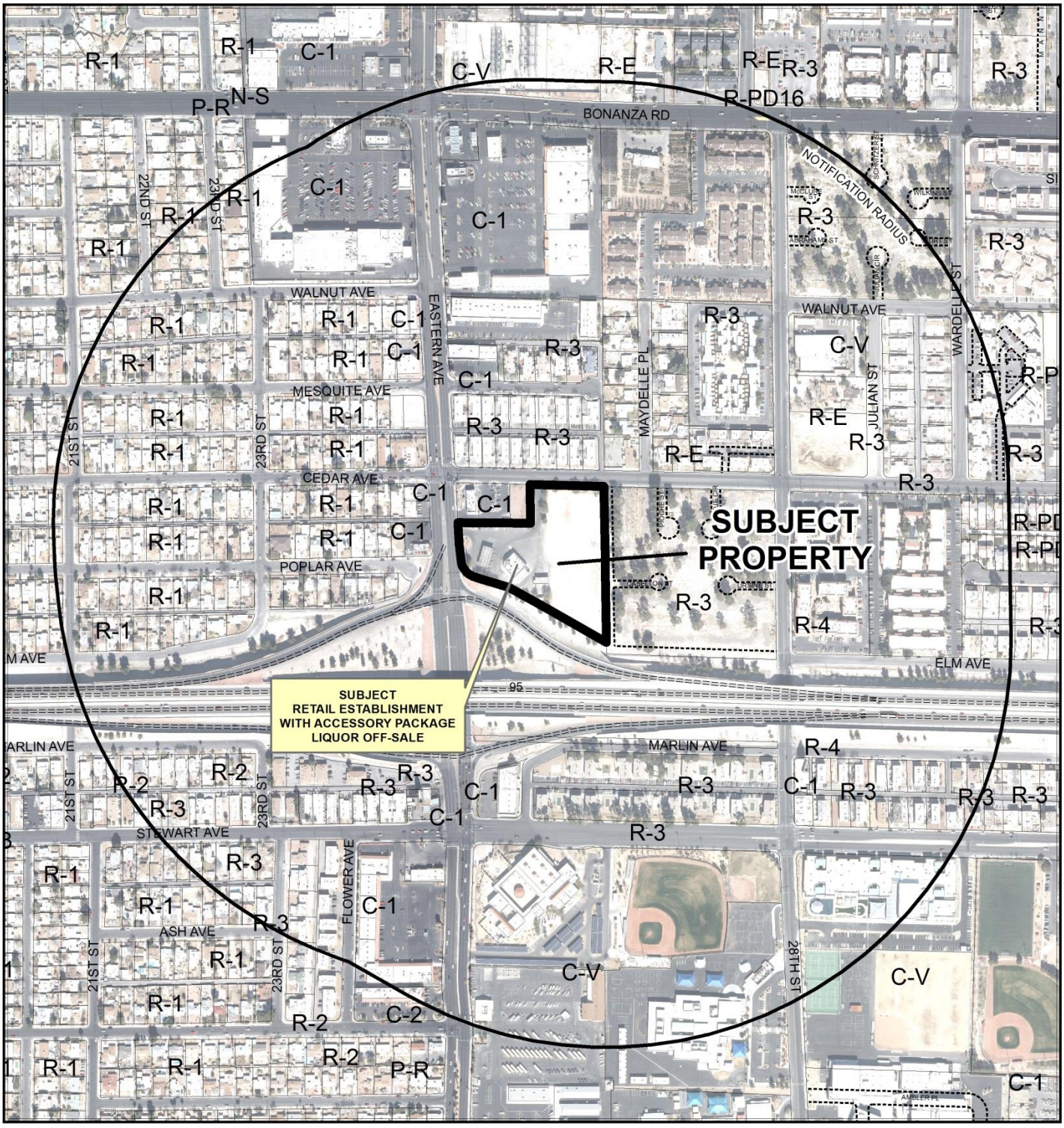
0 400 800 Feet

CASE: **RQR-56796**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

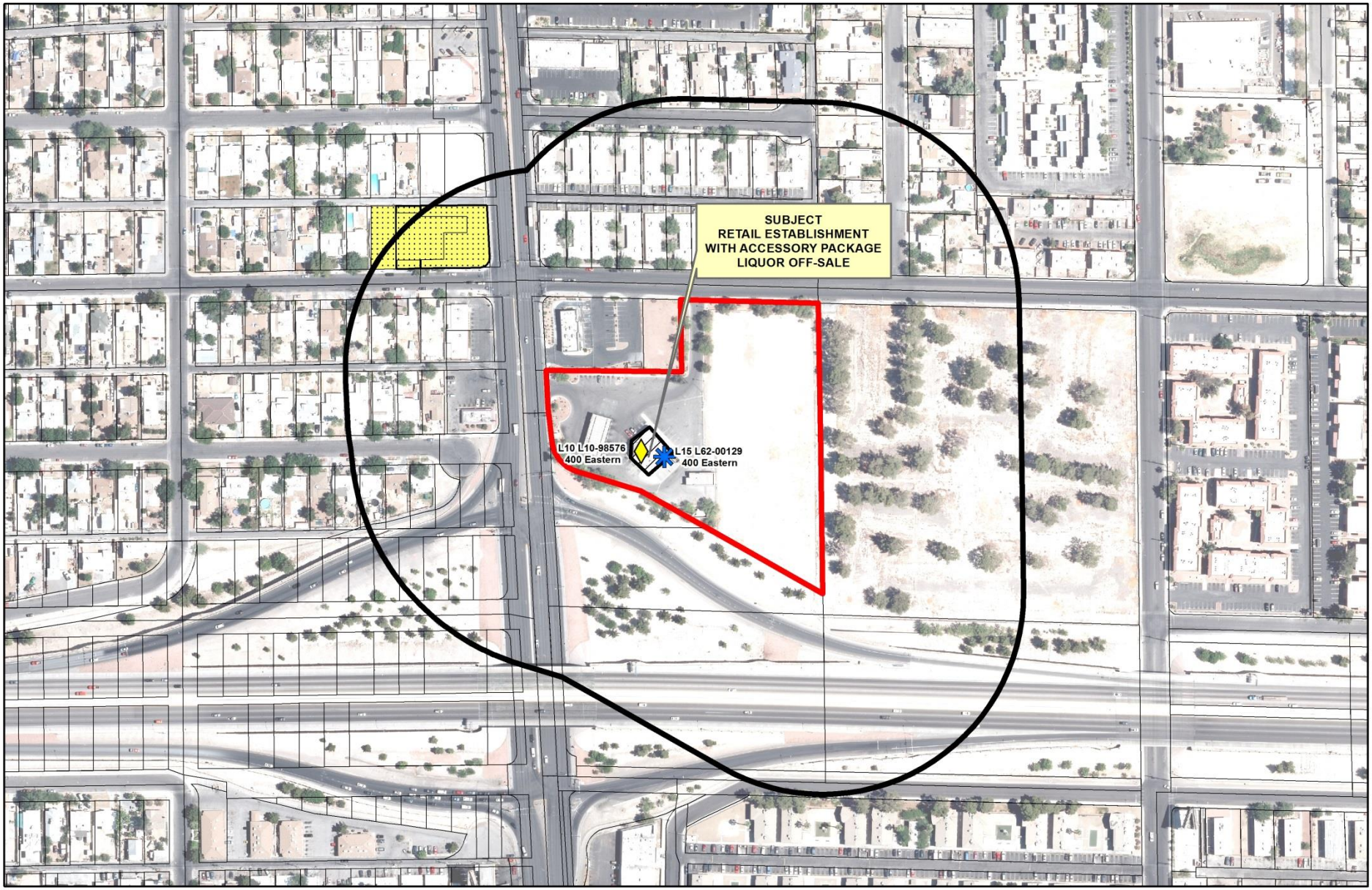
N



CASE: **RQR-56796**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



RQR-56796

Package Liquor Off-Sale

Business Licenses

- Beer/Wine/Cooler On-Sale
- Beer/Wine/Cooler On- and Off-Sale
- Restaurant WIth Liquor/ Restaurant Service Bar
- Beer/Wine/Cooler Off-Sale
- Package Liquor Off-Sale
- Tavern

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility

- Subject Property
- 400 foot buffer

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, March 10, 2015

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 15, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: EASTERN 95, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-56796	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

RQR-56796 CONDITIONS

Planning

1. Conformance to the conditions for Special Use Permit (SUP-52101).

2. No further reviews shall be required.

3. All signage shall be permitted and meet minimum code requirements within 30 days of final approval.

4. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

JG

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a Required Review of a previously approved Special Use Permit (SUP-52101) for an existing Retail Establishment with Accessory Package Liquor use within an existing 4,184 square-foot General Retail Store, Other Than Listed (convenience store) located at 400 North Eastern Avenue. Condition #A of the approved Special Use Permit (SUP-52101) requires a Required Review in one-year from the date of issuance of a business license for the Accessory Package Liquor use to gauge the impact of the Waiver of the distance separation from a Church/House of Worship.

ISSUES

- A Waiver of the distance separation requirement for this use was approved as part of the Special Use Permit (SUP-52101) to allow a 242-foot separation from a Church/House of Worship where 400 feet is required. Eastern Avenue is a 100-foot Primary Arterial Street as listed on the Master Plan of Streets and Highways.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/16/94	The City Council approved a request to Rezone (Z-0115-94) from R-3 (Medium Density Residential) to C-1 (Limited Commercial) for a proposed 2,750 square-foot Convenience Store with Gasoline Sales, Customer Operated Car Wash and Automobile Laundry and Minor Automotive Repair on property located on the east side of Eastern Avenue and the south side of Cedar Avenue. Planning Commission and staff recommended approval.
03/23/95	The Planning Commission approved a Plot Plan and Elevation Review [Z-0115-94(1)] for a Convenience Store, Automotive Service and Mini-Storage Facility on property located on the southeast corner of Eastern Avenue and Cedar Avenue. Staff recommended approval.
04/19/95	The City Council approved a Special Use Permit (U-0025-95) for a proposed Mini-Storage Facility on property located on the south side of Cedar Avenue, approximately 370 feet east of Eastern Avenue. The Board of Zoning Adjustment and staff recommended approval.
05/17/95	The City Council approved an appeal of a denial from the Board of Zoning Adjustment of a Special Use Permit (U-0042-95) for a 50-foot tall, 14-foot by 48-foot Off-Premise Sign on property located along the north side of Oran K. Gragson Highway, approximately 490 feet east of Eastern Avenue.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/06/95	The City Council approved a Review of Condition [U-0042-95(1)] to amend Condition #1 of Special Use Permit (U-0042-95) for a 50-foot tall, 14-foot by 48-foot Off-Premise Sign from a required two-year review to a five-year review and Condition #4 to allow the sign to be located 120 feet (where 300 feet is required) of the subject site's east property line, which abuts a Multi-Family Residential development. The Board of Zoning Adjustment recommended approval.
10/18/95	The City Council approved a Special Use Permit (U-0120-95) for the Off-Premise Sale of Beer and Wine and a Service Station (Gasoline Sales) in conjunction with a proposed Convenience Store on property located on the northeast corner of Eastern Avenue and the I-515 Freeway. The Board of Zoning Adjustment and staff recommended approval. The Special Use Permit (U-0120-95) was not exercised within the one-year time limit and no Extension of Time application was filed. The entitlement expired on 10/18/96.
10/16/96	The City Council approved a Plot Plan and Elevation Review [Z-0115-94(2)] for a proposed 70-foot tall, Freestanding Ground Sign within 200 feet of U.S. Highway I-515 on property located at 400 North Eastern Avenue. The Planning Commission and staff recommended approval.
05/24/99	The City Council approved a Special Use Permit (U-004-99) for a Service Station (Gasoline Sales) in conjunction with a proposed Convenience Store at 400 North Eastern Avenue. The Planning Commission and staff recommended approval.
07/12/99	The City Council approved a Special Use Permit (U-0063-99) for Restricted Gaming in conjunction with an existing Convenience Store at 400 North Eastern Avenue. The Planning Commission and staff recommended approval.
01/19/00	The City Council approved a Special Use Permit (U-0123-99) for a Beer/Wine/Cooler Off-Sale use in conjunction with an existing Convenience Store with Waivers of the 400-foot distance separation requirement from a Church/House of Worship and Child Care Facility at 400 North Eastern Avenue. The Planning Commission and staff recommended approval.
07/05/00	The City Council approved a Required Review [U-0042-95(2)] of a previously approved Special Use Permit (U-0042-95) for a 50-foot tall, 14-foot by 48-foot Off-Premise Sign at 410 North Eastern Avenue. The Planning Commission and staff recommended approval.
03/20/02	The City Council approved an appeal of a denial from the Planning Commission of a Review of Condition [U0123-99(1)] to delete Condition #3 of a previously approved Special Use Permit (U-0123-99) that prohibited the sale of individual containers of any size beer, wine coolers or screw cap wine on property located at 400 North Eastern Avenue. Staff recommended denial.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/16/02	The City Council approved an appeal of a denial from the Planning Commission of a Required Review [U-0042-95(3)] of a previously approved Special Use Permit (U-0042-95) for a 50-foot tall, 14-foot by 48-foot Off-Premise Sign at 410 North Eastern Avenue. Staff recommended approval.
07/23/04	A code enforcement case (18710) was processed for signage violations at 400 North Eastern Avenue. The case was resolved on 09/29/04.
11/17/04	The City Council approved a Required Review (RQR-5164) of a previously approved Special Use Permit (U-0042-95) which allowed a 50-foot tall, 14-foot by 48-foot Off-Premise Sign at 410 North Eastern Avenue. The Planning Commission and staff recommended approval.
01/17/14	A code enforcement case (137032) was processed for Garage Sale activity at 400 North Eastern Avenue. The case was resolved on 02/09/14.
01/22/14	The City Council approved a Special Use Permit (SUP-51693) for a proposed 55-foot tall, 14-foot by 48-foot Off-Premise Sign at 400 North Eastern Avenue. The Planning Commission and staff recommended approval.
02/12/14	The Department of Planning approved a Temporary Sign Permit (TSP-52934) for six banners at 400 North Eastern Avenue. The permit was valid from 02/12/14 through 08/10/14.
03/19/14	The City Council approved a Special Use Permit (SUP-52101) for a Retail Establishment with Accessory Package Liquor Off-Sale use within an existing 4,184 square-foot General Retail Store, Other Than Listed (convenience store) with a Waiver to allow 242-foot distance separation from a Church/House of Worship where 400 feet is required located at 400 North Eastern Avenue. The Planning Commission recommended approval and staff recommended denial.
05/13/14	The Planning Commission approved a Tentative Map (TMP-53409) for a one-lot commercial subdivision on 4.65 acres at 400 North Eastern Avenue. Staff recommended approval.
07/29/14	A code enforcement case (143925) was processed for unpermitted signage at 400 North Eastern Avenue. The case was resolved on 08/13/14.
08/07/14	A code enforcement case (144276) was processed for an Open Air Vendor operating outside of the approved hours of operation at 400 North Eastern Avenue. The case was resolved on 09/11/14.
09/22/14	A code enforcement case (145906) was processed for an Open Air Vendor operating outside of the approved hours of operation at 400 North Eastern Avenue. The case was resolved on 10/13/14.
02/24/15	A code enforcement case (150857) was processed for unpermitted signage and pennants at 400 North Eastern Avenue. The case is currently open.

Most Recent Change of Ownership	
10/08/13	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/12/96	A building permit (96391478) was issued for a Certificate of Occupancy for a 4,184 square-foot Convenience Store at 400 North Eastern Avenue. The permit was finalized on 06/23/99.
12/17/14	A building permit (270929) was issued for the replacement of a 250 gallon Liquid Petroleum Tank System at 400 North Eastern Avenue. The permit was finalized on 12/24/14.
09/30/10	A business license (L10-00202) was issued for Beer/Wine/Cooler Off-Sale at 400 North Eastern Avenue. The license was marked out of business on 10/16/13.
07/12/12	A business license enforcement case (116992) was processed for an outdated employee list at 400 North Eastern Avenue. The case was resolved on 11/07/12.
10/02/13	A business license enforcement case (134091) was processed for on-site storage of alcoholic beverages without an approved business license at 400 North Eastern Avenue. The case was resolved on 10/18/13
10/28/13	A business license (C15-00426) was issued for a Convenience Store at 400 North Eastern Avenue. The license is currently active.
	A business license (C05-02884) was issued for a Tobacco Dealer at 400 North Eastern Avenue. The license is currently active.
12/04/13	A business license (L10-98576) was issued for Beer/Wine/Cooler Off-Sale at 400 North Eastern Avenue. The license is currently active.
04/10/14	A business license enforcement case (139960) was processed to update key employee status at 400 North Eastern Avenue. The case was resolved on 05/09/14.
05/15/14	A business license (G62-04378) was issued for an Open Air Vendor at 400 North Eastern Avenue. The license is currently active.
05/29/14	A business license (L62-00129) was issued for Package Liquor Off-Sale at 400 North Eastern Avenue. The license is currently active.
07/14/14	A business license enforcement case (143435) was processed for a routine review alcoholic beverage inspection at 400 North Eastern Avenue. Inspections were conducted on 07/23/14 and 08/21/14 with no violations noted during the inspections and the case was resolved on 08/21/14.
11/03/14	A business license (X62-00043) was issued for Gaming Restricted at 400 North Eastern Avenue. The license is currently active.
11/20/14	A business license (G62-09691) was issued for Food Services or Café at 400 North Eastern Avenue. The license is currently active.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/11/15	Staff conducted a field check of the subject site and found a General Retail Store, Other Than Listed with unpermitted signage and pennants.

Details of Application Request	
Site Area	
Net Acres	4.65

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	General Retail Store, Other Than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
North	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
South	US-95 (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way)
East	Undeveloped	M (Medium Density Residential)	R-3 (Medium Density Residential)
West	Office, Dental	SC (Service Commercial)	C-1 (Limited Commercial)
	Animal Hospital, Clinic, or Shelter (with No Outside Pens)		
	Restaurant		
	Single Family, Detached	L (Low Density Residential	R-1 (Single Family Residential)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

JG

ANALYSIS

This is the first Required Review of a Special Use Permit (SUP-52101) for an existing Retail Establishment with Accessory Package Liquor use within an existing 4,184 square-foot General Retail Store, Other Than Listed (convenience store) located at 400 North Eastern Avenue. Condition #A of the approved Special Use Permit (SUP-52101) requires a Required Review in one-year from the date of issuance of a business license for the Accessory Package Liquor use to gauge the impact of the Waiver of the distance separation from a Church/House of Worship. There have been a few calls for service by the Metropolitan Police Department to the subject site, but none are directly related to the operation of the subject business. As the applicant has remained in compliance with the conditions of approval of the Special Use Permit (SUP-52101), staff is recommending approval with conditions.

FINDINGS

The applicant has met the conditions of approval of the Special Use Permit (SUP-52101); staff is recommending approval of this review, with no further reviews required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 47

NOTICES MAILED 413 (By Planning)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-56796** APN: 139-36-210-003

Name of Property Owner: Eastern-95, LLC

Name of Applicant: same as owner

Name of Representative: LAS Consulting

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.

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Dept of Planning
City of Las Vegas

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Ray Koroghli

State of Nevada County of Clark

Subscribed and sworn before me

This 2nd day of March, 2015

_____ Clark County Nevada

Notary Public in and for said County and State

GINAMAE WHITING
Notary Public State of Nevada
No. 11-4704-1
My appt. exp. March 24, 2015

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: RQR

Project Address (Location) 400 N. Eastern

Project Name Eastern 95 convenience store **Proposed Use** retail w/liquor

Assessor's Parcel #(s) 139-36-210-003 **Ward #** 3

General Plan: existing SC proposed SC **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 5350 **Floor Area Ratio**

Gross Acres 4.65 **Lots/Units** 1 **Density**

Additional Information retail establishment with accessory package liquor off-sale

PROPERTY OWNER Eastern 95 LLC **Contact** Rau Koroghli

Address 3055 Via Sarafina Dr. **Phone:** 7024935858 **Fax:**

City Henderson **State** NV **Zip** 89052

E-mail Address koroghli@gmail.com

APPLICANT same as owner **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

REPRESENTATIVE LAS Consulting **Contact** Lucy Stewart

Address 1916 Trail Peak Lane **Phone:** 7024996469 **Fax:** 702946-085

City Las Vegas **State** NV **Zip** 89134

E-mail Address stewplan@aol.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Ray Koroghli

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Ray Koroghli

State of Nevada County of Clark

Subscribed and sworn before me

This 2nd day of March, 2015.

Notary Public in and for said County and State Clark Nevada

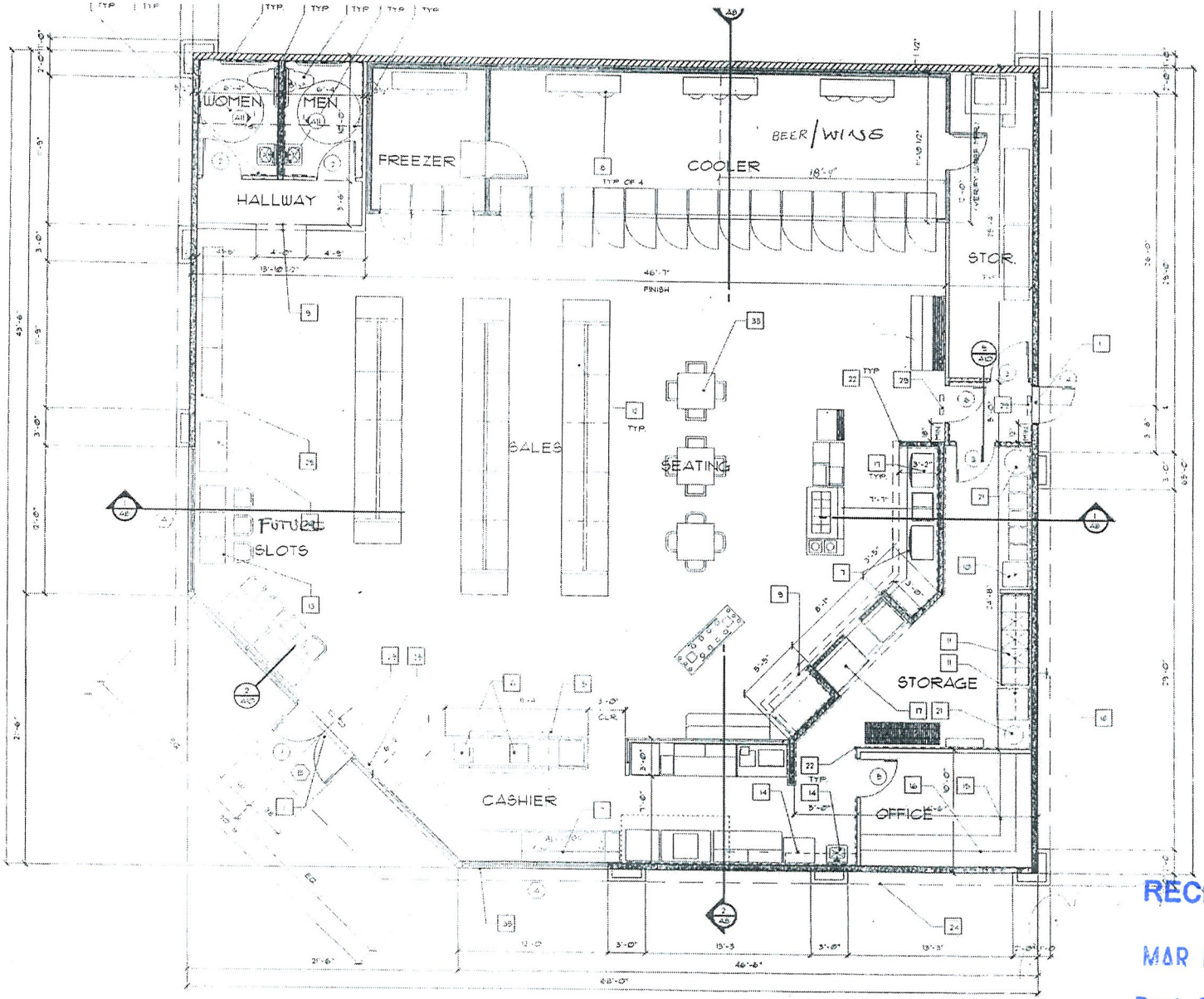
GINAMAE WHITING
Notary Public State of Nevada
No. 11-4704-1
My appt. exp. March 24, 2015

FOR DEPARTMENT USE ONLY

Case #	RQR-56786
Meeting Date:	4-15-15
Total Fee:	1050.00
Date Received:*	3-2-15
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

56796



1 FLOOR PLAN

SCALE: 1/4" = 1'-0"

NOTE: SEE DRAWINGS FOR ALL REQUIREMENTS, SPECS, LOADS & LOCATIONS

NOTE: ALL EXPOSED GYPBOARD CORNERS TO HAVE BULLNOSE CORNER BEADS

NOTE: ALL ACCESSIBLE ENTRANCES TO THE BUILDING & RESTROOM FACILITIES ARE REQUIRED TO BE IDENTIFIED BY THE INTERNATIONAL SYMBOL OF ACCESSIBILITY

2 HANDICAP GRABBARS @ +33" AFF 12"4 LONG AT REAR - 42" LONG AT SIDE - 1½" DIAM AS PER ANSI A117-1992 SEC. 4.17.6
3 VITREOUS CHINA WALL HUNG SINK w/ 29" MIN KNEE SPACE BELOW
4 TOILET
5 CIGARETTE RACK ABOVE - DESIGN / INSTALLATION BY GENERAL CONTRACTOR
6 CASH REGISTER WITH PRINTER BELOW - COORDINATE W/ELECTRICAL CONTRACTOR FOR POWER REQUIREMENTS
7 PLASTIC LAMINATE OVER PARTICAL BOARD CABINETRY - SEE DRAWINGS BY OTHERS
8 REFRIGERATION UNIT - SEE DRAWINGS BY OTHERS
9 LINE OF SOFFIT ABOVE
10 MOP SINK - SEE DRAWINGS BY OTHERS
11 3 COMPARTMENT SINK - SEE DRAWINGS BY OTHERS
12 MERCHANDISE GONDOLA - SEE DRAWINGS BY OTHERS
13 SLOTS - SEE DRAWINGS BY OTHERS
14 HANDSINK - SEE DRAWINGS BY OTHERS
15 +32" PLASTIC LAMINATE DESK - VERIFY HEIGHT W/OWNER
16 SHELVES - BY OTHER
17 FOOD SERVICE EQUIPMENT - SEE DRAWINGS BY OTHERS
18 RECESSED HOSE BIBB
19 ICE MACHINE
20 ATM MACHINE
21 HOT WATER HEATER
22 FULL HEIGHT STAINLESS STEEL CORNER GUARDS
23 NOT USED
24 LINE OF STUCCO SOFFIT/ILLUMINATED SIGN BAND ABOVE
25 5/8" "L" 3x6 PAINTED GYPSIC FOAM WALL
26 XEROX - SUPPLIED BY OWNER
27 SODA TANKS
28 CLEAR FLOOR SPACE AS PER ANSI SEC A4113
29 ILLUMINATED EXIT SIGN ABOVE (SEE REFLECTED CEILING PLAN)
30 SOAP DISPENSER
31 HAND TOWEL & TRASH RECEPTICAL
32 60" HANDICAP CIRCLE
33 TABLE SEATING
34 30" x 60" CLEAR FLOOR SPACE
35 LINE OF STUCCO FRONT WALL / BARRELCOAT - 36" HIGH FINISH

ENERGY VALUES

U VALUE OF EXTERIOR WALL .048 BTU/HR/F/F

U VALUE OF ROOF .03 BTU/HR/F/F

U VALUE OF GLAZING .67 BTU/HR/F/F

LEGEND

TYPICAL INTERIOR WALL
2X4 STUDS @ 16" O.C. W/5/8" GYPBD BOTH SIDES

TYPICAL EXTERIOR WALL
2X6 STUDS @ 16" O.C. W/5/8" GYPBD INTERIOR FACE + 7/8" STUCCO EXTERIOR + R-19 BATT INSULATION

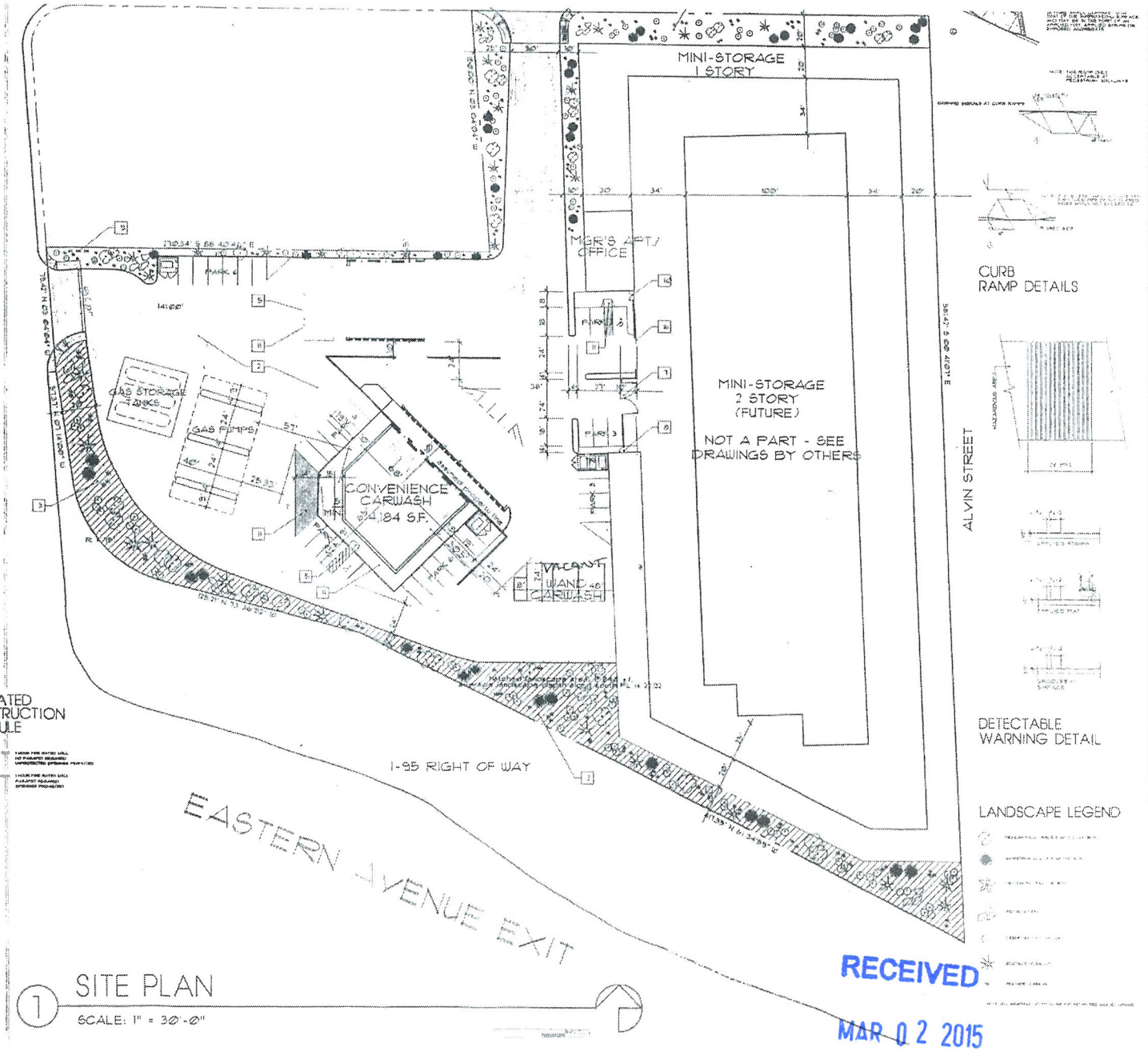
FRP

1HR. INTERIOR WALL: 2X4 STUDS @ 16" W/5/8" TYPE "X" GYPBD BOTH SIDES

1HR. EXTERIOR WALL: 2X6 STUDS @ 16" W/5/8" TYPE "X" GYPBD INSIDE + 7/8" STUCCO FINISH EXTERIOR + R-19 BATT INSULATION

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RQR-56796



FIRE RATED CONSTRUCTION SCHEDULE

1 SITE PLAN
SCALE: 1" = 30'-0"

CURB RAMP DETAILS

DETECTABLE WARNING DETAIL

LANDSCAPE LEGEND

1. LIFT PIN LOCK/LATCH
2. 3" AC PAVING
3. LANDSCAPED AREA - BY OTHERS
4. CONCRETE SIDEWALK, CURB & GUTTER AS PER CITY OF HENDER...
5. 4" CONCRETE SIDEWALK W/ROCK SALT FINISH
6. 26' X 6' SLIDING STEEL TUBE GATE
7. 8'- 10" X 6' SWINGING STEEL TUBE AUTOMATIC GATE
8. 3060 DECORATIVE WROUGHT IRON MAN GATE W/ KEY LOCK & LE...
9. 6' CMU SCR...
10. 3'-0 DECORATIVE W/ MAN GATE W/ KEY LOCK & LEVER
11. HANDICAP RAMP

PROJECT DATA

SITE ACREAGE: 4.16 ACRES (NET

REQUIRED ZONING: C2 with use permit
EXISTING ZONING: R2 (RO) to C2

CONVENIENCE STORE/ CARWASH

BUILDING AREA:
Convenience Store = 4184 s.f.
Drive-thru Carwash = 2,150 s.f.
Wand Carwash = 1,152 s.f.
REQUIRED PARKING: 11 SPACES/1000 S.F. = 11 SPACES
EXISTING PARKING: 19 SPACES

LUBE & TUNE

BUILDING AREA
Lube & Tune = 2,400 s.f.
REQUIRED PARKING: 11 SPACES/1000 S.F. = 5 SPACES
EXISTING PARKING 7 SPACES

MINI-STORAGE (350 UNITS)

BUILDING AREA:
Mgr's Apt./Office = 1800 s.f.
2 story = 70,000 s.f.
1 story = 23,750 s.f.
REQUIRED PARKING: 11 SPACES/1000 S.F. STORAGE UNITS = 24 SPACES plus 4 spaces + handicap = 30 SPACES
EXISTING PARKING: 5 SPACES

APN#: 020-591-019

LEGAL DESCRIPTION:

That portion of land lying between the City of Las Vegas, County of Clark, State of Nevada and being portions of Lots 1 & 2 of Block 6 of Unsurveyed to the City of Las Vegas as shown by map thereof c... file in Book 1 of Plats, page 28 in the Office of the County Recorder of Clark County, Nevada.

LOCATION



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City of Las Vegas

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RQR-56796



RQR-56796 - APPLICANT/OWNER: EASTERN 95, LLC
400 NORTH EASTERN AVENUE

03/11/15



RQR-56796 - APPLICANT/OWNER: EASTERN 95, LLC
400 NORTH EASTERN AVENUE

03/11/15



RQR-56796 - APPLICANT/OWNER: EASTERN 95, LLC
400 NORTH EASTERN AVENUE

03/11/15

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

April 22, 2014

Mr. Ray Koroghli
Eastern 95, LLC
3055 Via Sarafina Drive
Henderson, Nevada 89052

RE: SUP-52101 [PRJ-51956] – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF MARCH 19, 2014

Dear Applicant:

The City Council at a regular meeting held March 19, 2014 APPROVED the request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE USE WITHIN AN EXISTING 4,184 SQUARE-FOOT CONVENIENCE STORE WITH A WAIVER TO ALLOW A 242-FOOT DISTANCE SEPARATION FROM A CHURCH/HOUSE OF WORSHIP WHERE 400 FEET IS REQUIRED at 400 North Eastern Avenue (APN 139-36-210-003), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on March 20, 2014. This approval is subject to:

Added at City Council

A. This application shall be subject to a review at a public hearing of City Council one year from the date of issuance of a business license for the accessory package liquor use.

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Retail Establishment with Accessory Package Liquor use.

2. All signage shall be permitted and meet minimum code requirements within 30 days of final approval.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. A Waiver from Title 19.12 is hereby approved, to allow a distance separation of 242 feet from a Church/House of Worship where 400 feet is the minimum allowed.

5. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

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City of Las Vegas
RQR-56796

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

7. Approval of this Special Use Permit does not constitute approval of a liquor

8. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

9. All beer and wine coolers shall remain in the original manufacturer's configuration intended for off-sale resale.

10. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Deputy City Clerk for
Beverly K. Bridges, MMC, City Clerk

Flinn Fagg
Director
Planning and Development

cc: Ms. Lucy Stewart
LAS Consulting
1916 Trail Peak Lane
Las Vegas, Nevada 89134

RQR-56796

Lucy Stewart
1916 Trail Peak Lane
Las Vegas, NV 89134
(702) 499-6469-cell.
(702) 946-0857-fax

March 2, 2015

City of Las Vegas, Planning Department
333 N. Rancho Drive
Las Vegas, NV 89106

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Dept of Planning
City of Las Vegas

RE SUP-52101-RQR -Justification letter

Dear Sir or Madam:

Please accept this letter as our justification for a required review for a Special Use Permit (SUP) for the above referenced property. We were approved for a Retail Establishment with Accessory Package Liquor Off-Sale use in conjunction with an existing 4178 square foot convenience store which was approved previously for beer and wine sales. Title 19.12 requires;

– "Minimum Special Use Permit Requirements:
* 1. Except as otherwise provided, no package liquor off-sale establishment (hereinafter "establishment") shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children, or City park. ***We are located across the street from a church, and that waiver was granted***.

This property meets the separation requirements, with the exception of a church with a child care facility, 242 feet to the north and west of the site. The church is across Eastern, a six lane divided main Arterial Street. This is the main access to US 95 for the neighborhoods northeast of downtown and the road is extremely busy. The convenience store is separated from the church by this busy main street. In addition, this site already sells beer

RQR-56796

and wine, the addition of liquor sales should have no impact on the existing church. The store is 4178 square feet and the area for beer and wine sales is 182 square feet. The owner has designated 17. 3 square feet for liquor display behind the counter. The total square feet planned for beer, wine and liquor display is about 200 square feet, significantly less than 10% of the total square footage of the retail display area allowed by Title 19.

The owner is continuing to upgrade the property. This store was part of an overall plan for the parcel which included a car wash. The car wash was never completed and the new owner is deciding what to do with the previous approvals on the site.

We believe this store has been a good neighbor to the area and there have been no problems. This required review is to confirm there have been no issues. Thank you for your consideration in this matter; please do not hesitate to contact me with any questions.

Yours truly,

Lucy Stewart

Lucy Stewart

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City of Las Vegas

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2015 APR -6 A 7:17

Presort
First-Class Mail
Comm'l Price

US POSTAGE PITNEY BOWES
ZIP 89101 $ 000.46⁰
02 4W
0001398173 APR 02 2015

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-56796
City Council Meeting of **04/15/2015**

Case: RQR-56796
13935513022
WISEMAN LIVING TRUST
WISEMAN WILLIAM B & PATRICIA TRS
2300 E MESQUITE AVE
LAS VEGAS NV 89101-3408

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

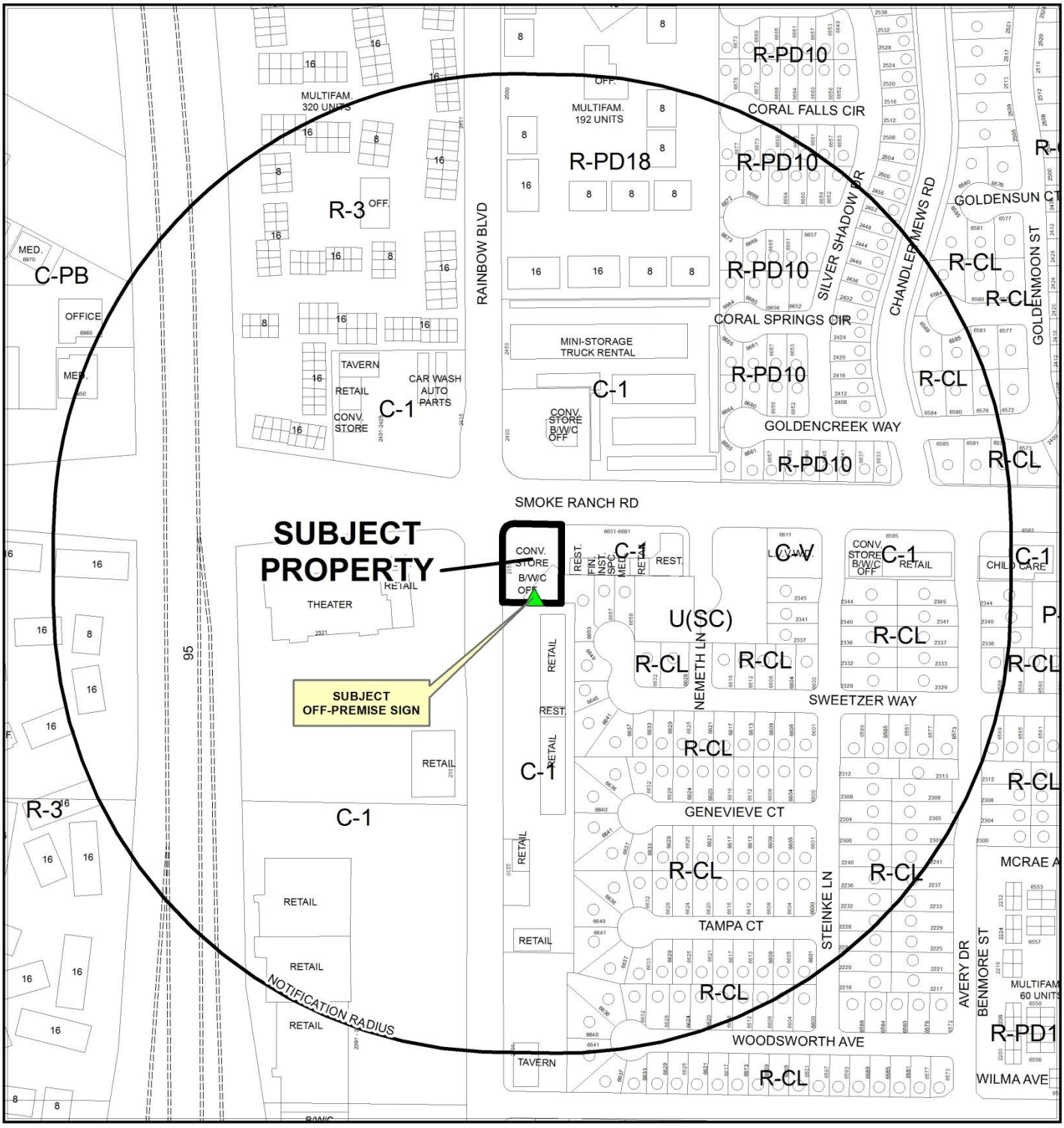
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-57928 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: Z & Z INVESTMENT, LLC - For possible action on a request for a Required Review of an approved Special Use Permit (U-0018-95) FOR AN EXISTING 40-FOOT TALL,14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 2350 North Rainbow Boulevard (APN 138-23-110-001), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**3**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - RQR-45360
6. Protest/Support Postcards



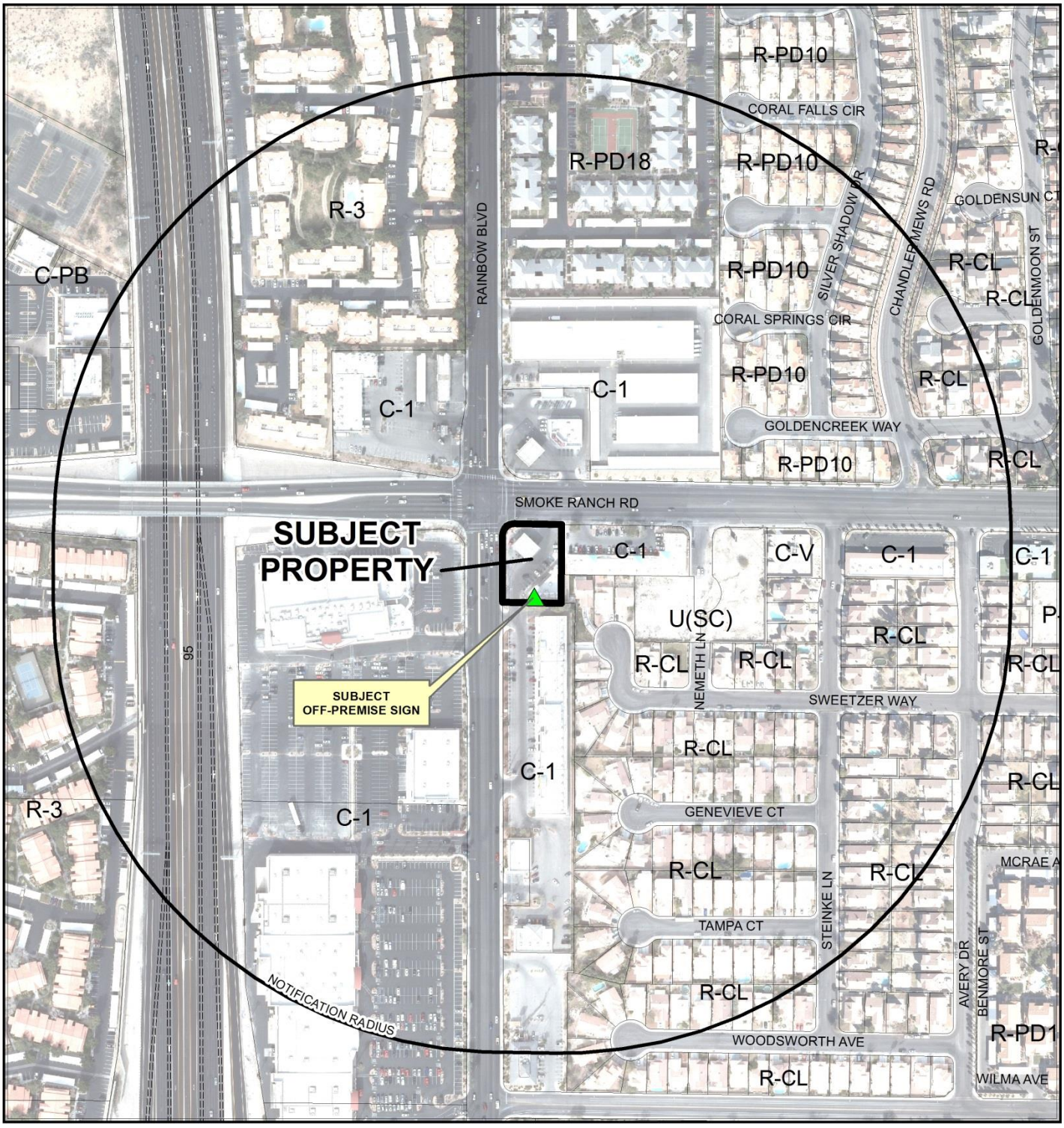
0 300 600 Feet

CASE: **RQR-57928**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

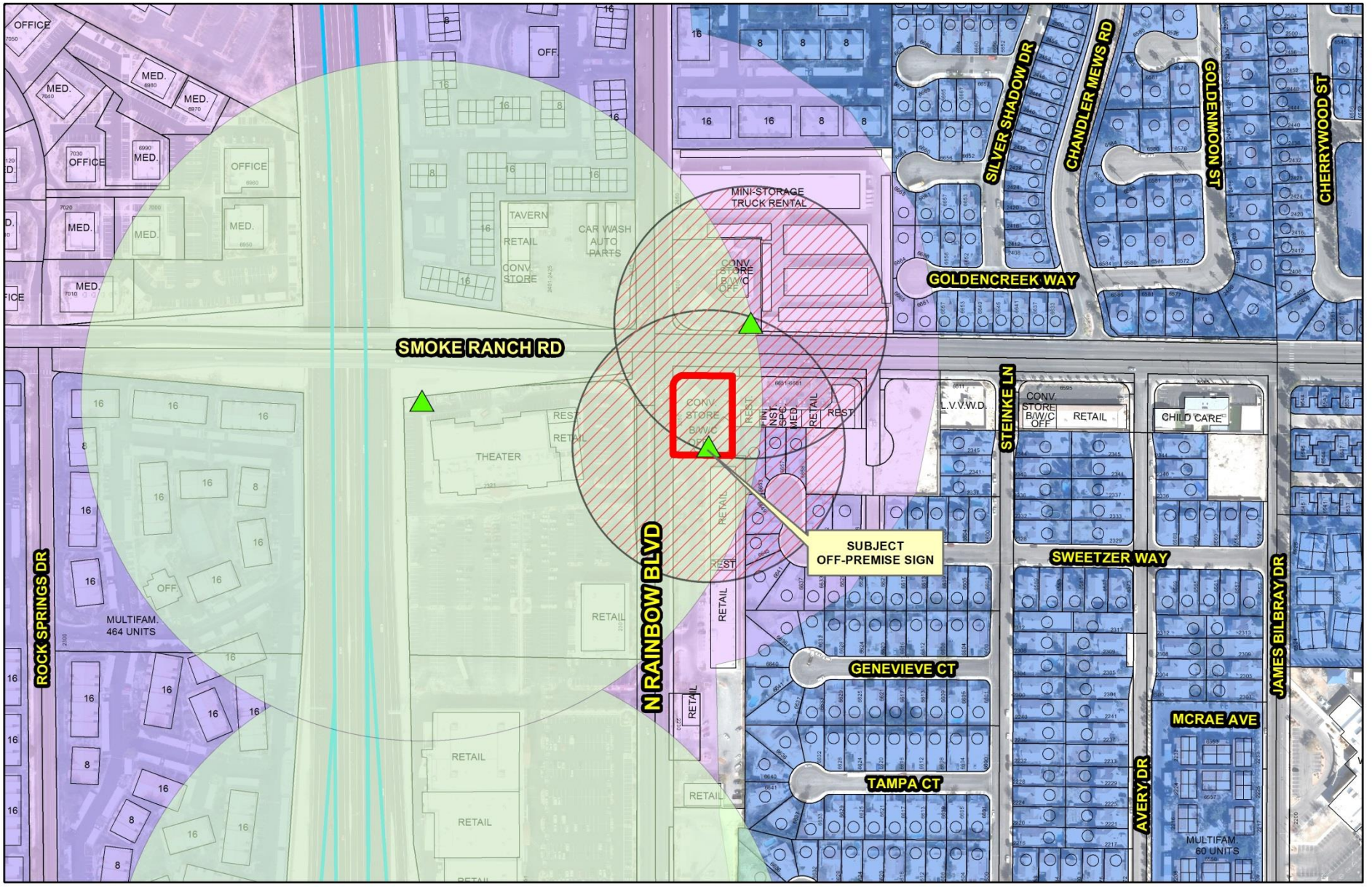
N



CASE: **RQR-57928**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



RQR-57928

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Billboard / Distance from Freeway

- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, March 10, 2015

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 15, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: Z & Z INVESTMENT, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-57928	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

RQR-57928 CONDITIONS

Planning

1. Conformance to the Conditions of Approval for Special Use Permit (U-0018-95).

2. This Special Use Permit shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

5. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a Required Review of a previously approved Special Use Permit (U-0018-95) for an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign located at 2350 North Rainbow Boulevard. Research of building permit activity found that a permit (95873469) was issued on 06/07/95 for the installation of a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2350 North Rainbow Boulevard; the permit was finalized on 06/22/95. There have not been any significant changes in development or land use in the surrounding area; therefore, staff finds no adverse impact regarding the continued use of the Off-Premise Sign and is recommending approval of this request, subject to a three-year review.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/20/89	The City Council approved a request for an Annexation (A-0014-84) of approximately 805 acres north of Washington Avenue and east of Durango Drive. The zoning was classified from R-E (Rural Estates Residential) Clark County to N-U (Non-Urban) City of Las Vegas equivalent with includes the subject site. The Planning Commission and staff recommended approval. The effective date of the Annexation was 11/07/84.
02/07/90	The City Council approved a request for Rezoning (Z-0146-89) from N-U (Non-Urban) to C-1 (Limited Commercial) for a proposed Retail Center/Convenience Store with Gasoline Sales on property located on the southeast corner of Smoke Ranch Road and Rainbow Boulevard. The Planning Commission and staff recommended approval.
08/21/91	The City Council approved a Special Use Permit (U-0167-91) to allow the sale of beer and wine in conjunction with a proposed Convenience Store with Gasoline Sales on property located on the southeast corner of Smoke Ranch Road and Rainbow Boulevard. The Board of Zoning Adjustment and staff recommended approval.
04/19/95	The City Council approved a Special Use Permit (U-0018-95) to allow a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2350 North Rainbow Boulevard. The Board of Zoning Adjustment and staff recommended approval.
06/07/00	The City Council approved an appeal of a denial from the Planning Commission of Required Review [U-0018-95(1)] of a previously approved Special Use Permit (U-0018-95) for an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2350 North Rainbow Boulevard. The Department of Planning staff recommended denial as substantial development had occurred in the area over the past five-years.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/21/02	The City Council approved an appeal of a denial from the Planning Commission of Required Review [U-0018-95(2)] of a previously approved Special Use Permit (U-0018-95) for an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2350 North Rainbow Boulevard. The Department of Planning staff recommended denial as substantial development had occurred in the area.
10/06/04	The City Council approved an appeal of a denial from the Planning Commission of Required Review (RQR-4661) of a previously approved Special Use Permit (U-0018-95) for an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2350 North Rainbow Boulevard. The Department of Planning staff recommended denial as the continued use is no longer compatible with the surrounding area.
07/11/07	The City Council approved a Required Review (RQR-17763) of a previously approved Special Use Permit (U-0018-95) for an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2350 North Rainbow Boulevard. The Planning Commission (3-3 tie vote on a motion for approval) had no recommendation. The Department of Planning staff recommended denial as the continued use is no longer compatible with the surrounding area.
03/15/12	A Code Enforcement case (111681) was processed for removal of all trees at 2350 North Rainbow Boulevard. The case was resolved on 07/05/12.
08/01/12	The City Council approved a Required Review (RQR-45360) of a previously approved Special Use Permit (U-0018-95) for an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2350 North Rainbow Boulevard. The Department of Planning staff recommended approval as conditions in the surrounding area have not changed since the last review.
09/26/12	A code enforcement case (120138) was processed for an illegal metal cabinet box advertising sign with plastic faces at 2350 North Rainbow Boulevard. The case was resolved on 10/18/12.

Most Recent Change of Ownership	
02/27/12	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
04/09/91	A building permit (91102463) was issued for a 3,018 square-foot Convenience Store with Gasoline Sales for a Certificate of Occupancy at 2350 North Rainbow Boulevard. The permit was finalized on 09/03/91.
09/24/91	A business license (C05-01533) was issued for Tobacco Sales at 2350 North Rainbow Boulevard. The license is still active.

Related Building Permits/Business Licenses	
09/24/91	A business license (C15-00106) was issued for a Convenience Store with gas Station at 2350 North Rainbow Boulevard. The license is still active.
	A business license (L10-00107) was issued for Beer/Wine/Cooler Off-Sale at 2350 North Rainbow Boulevard. The license is still active.
06/07/95	A building permit (95873469) was issued for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2350 North Rainbow Boulevard. The permit was finalized on 06/22/95.
04/27/00	A business license (G01-01965) was issued for Restricted Gaming at 2350 North Rainbow Boulevard. The license is still active.
10/27/09	A business license (G50-07777) was issued for General Retail Sales (DVD Rental Kiosk) at 2350 North Rainbow Boulevard. The license is still active.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/11/15	Staff conducted a field check of the subject site and found the sign and supporting structures were in good condition with no discrepancies noted.

Details of Application Request	
Site Area	
Net Acres	0.81

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Beer/Wine/Cooler Off-Sale Establishment/General Retail Store, Other than Listed/Off-Premise Sign	SC (Service Commercial)	C-1 (Limited Commercial)

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
North	Beer/Wine/Cooler Off-Sale Establishment/General Retail Store, Other than Listed/Off-Premise Sign	SC (Service Commercial)	C-1 (Limited Commercial)
South	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	Restaurants/Office, Other than Listed/Financial Institution, Specified/ General Retail Store, Other than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
East	Single Family, Detached	SC (Service Commercial)	R-CL (Single Family Compact-Lot)
West	Commercial Recreation/Amusement (Indoor)/ General Retail Store, Other than Listed/Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (140 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Standards	Code Requirements	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way	The sign is not in public right-of-way, nor is it in the Off-Premise Exclusionary Sign Zone	Y
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only	Sign is in a C-1 (Limited Commercial) zoning district.	Y
Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	Sign is 672 square feet in size and has no embellishments.	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	Sign is 40 feet tall.	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	All structural elements of the sign are screened from public view.	Y
Off-Premise Sign	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-premise Sign (if not along US-95)	The sign is 289 feet from another Off-Premise Sign (not along US-95).	N*
Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any "R" or U" zoned districts.	The sign is located 52 feet from property designated "R".	N*
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently attached to the ground and is located on property zoned C-1 (Limited Commercial).	Y

*Approved prior to the adoption of the above standards.

ANALYSIS

This is the sixth Required Review of a previously approved Special Use Permit (U-0018-95) which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Sign located at 2350 North Rainbow Boulevard. The subject Off-Premise Sign is located within the Billboard Exclusionary Zone, but was approved and built prior to the adoption of the Billboard Exclusionary Zone. Additionally, the sign is a legally nonconforming use as it is located 52 feet to residentially zoned property (residential subdivision constructed in 1997) and 289 feet from another Off-Premise Sign where Title 19.12.120 requires a 300-foot minimum distance separation. Staff conducted a field check of the subject site and found the sign and supporting structures were in good condition with no discrepancies noted. There have been no significant changes in development or land use since the previous Required Review (RQR-45360). The subject Off-Premise Sign has been issued a building permit and received a final inspection. Therefore, staff is recommending approval of this review with conditions.

FINDINGS

This is a Required Review of an Off-Premise Sign that was constructed in 1995. The sign is located in a C-1 (Limited Commercial) zoning district and located in the Billboard (exempt zone), which is part of the Billboard Exclusionary Zone. Since the area immediately surrounding the subject site has not changed since the last review of the Special Use Permit (U-0018-95) allowing the Off-Premise Sign. Staff recommends approval of this review, subject to a Required Review in three-years.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

NOTICES MAILED 509 (By Planning)

APPROVALS 1

PROTESTS 3

JG

DEPARTMENT OF PLANNING

RECEIVED
MAR 02 2015
Dept of Planning
City of Las Vegas

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-57928 APN: 138-23-110-001

Name of Property Owner: Z&Z Investment, LLC (7-Eleven, Sublessor)

Name of Applicant: Lamar Central Outdoor, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Christopher Prickett

Subscribed and sworn before me

This 27th day of February, 2015

_____

Notary Public in and for said County and State

MICHELLE McFADDEN
NOTARY PUBLIC
STATE OF NEVADA
No. 08-7309-1 – CLARK COUNTY
MY APPT. EXPIRES JULY 9, 2016

MICHELLE MCFADDEN
NOTARY PUBLIC
CLARK COUNTY, NEVADA

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

RECEIVED
MAR 02 2015
Dept. of Planning
City of Las Vegas

Application/Petition For: Required Review

Project Address (Location) 2350 N. Rainbow Blvd.

Project Name 7-Eleven Rainbow/Smoke Ranch review **Proposed Use** billboard

Assessor's Parcel #(s) 138-23-110-001 **Ward #** 5

General Plan: existing _____ proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Required Review for an existing billboard

PROPERTY OWNER Z&Z Invest., LLC/ (7-Eleven, Inc.) **Contact** Cynthia Holland (prop. mgr.)

Address 8395 W. Sunset Road ste.#140 **Phone:** (702) 896-6582 **Fax:** _____

City Las Vegas **State** NV **Zip** 89113

E-mail Address cholland@kennedywilson.com

APPLICANT Lamar Central Outdoor, LLC **Contact** Scott Naftzger

Address 1863 Helm Drive **Phone:** (702) 873-4600 **Fax:** (702) 873-4344

City Las Vegas **State** NV **Zip** 89119

E-mail Address snaftzger@lamar.com

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Christopher Pridgett

Subscribed and sworn before me

This 27th day of February, 20 15.

_____

Notary Public in and for said County and State

MICHELLE McFADDEN
NOTARY PUBLIC
STATE OF NEVADA
No. 08-7309-1 – CLARK COUNTY
MY APPT. EXPIRES JULY 9, 2016

FOR DEPARTMENT USE ONLY

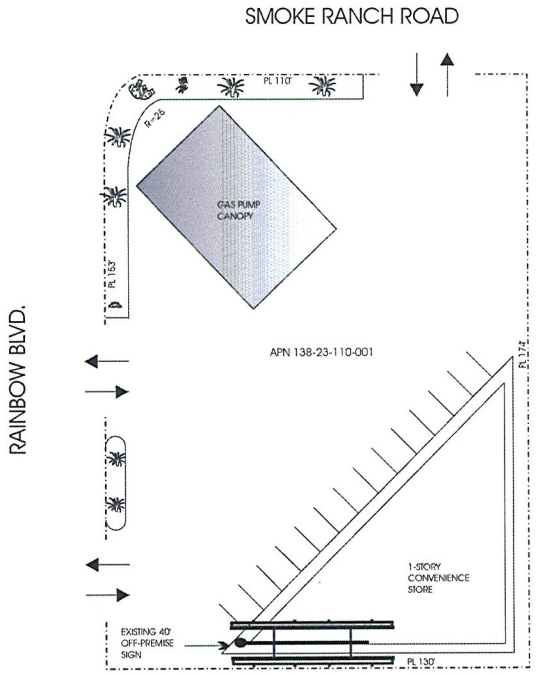
Case #	RQR-57928
Meeting Date:	4/15/15
Total Fee:	800.00
Date Received:*	3/2/15
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

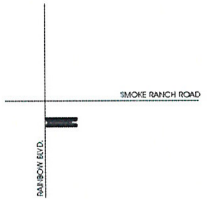
f:\depot\Application Packet\Application Form.pdf

RECEIVED
MAR 0 2 2015
Dept of Planning
City of Las Vegas





ELEVATION (NO SCALE)



VICINITY MAP (NO SCALE)

LAMAR OUTDOOR ADVERTISING		
SCALE: NO SCALE	DATE: 6/1/04	DRAWN BY: S.NAFTZGER
Rainbow / Smoke Ranch Sign		
APN 138-23-110-001		DRAWING NUMBER:

RQR-57928



RQR-57928 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: Z & Z INVESTMENT, LLC
3250 NORTH RAINBOW BOULEVARD

03/11/15



RQR-57928 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: Z & Z INVESTMENT, LLC
3250 NORTH RAINBOW BOULEVARD

03/11/15

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

August 16, 2012

Z&Z Properties, LLC (7-Eleven)
3275 Pinks Place
Las Vegas, Nevada 89102

RE: RQR-45360 - REQUIRED REVIEW
CITY COUNCIL MEETING OF AUGUST 15, 2012

Dear Applicant:

The City Council at a regular meeting held August 15, 2012, APPROVED the Required Review of an approved Special Use Permit (U-0018-95) FOR AN EXISTING 40-FOOT TALL,14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 2350 North Rainbow Boulevard (APN 138-23-110-001), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on August 16, 2012. This approval is subject to:

Planning

1. Conformance to the approved conditions for Special Use Permit (U-0018-95).

2. This Special Use Permit (U-0018-95) shall be placed on an agenda closest to April 19, 2015 at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit (U-0018-95) shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

RQR-57928

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Scott Naftzger
Lamar Central Outdoor, LLC
1863 Helm Drive
Las Vegas, Nevada 89119

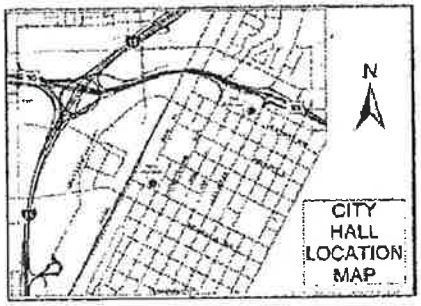
RQR-57928

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2015 APR -6 A 11:28

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-57928
City Council Meeting of **04/15/2015**

Case: RQR-57928
13823110003
ZHANG FAMILY TRUST
ZHANG MENG LIN TRS
2485 ROANOKE RD
SAN MARINO CA 91108

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

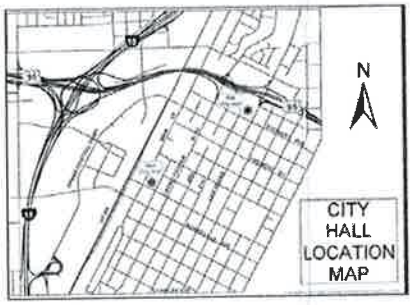
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CITY CLERK

2015 APR -6 P 12:05

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First Class Mail
ComBasPrice

U.S. POSTAGE PITNEY BOWES
ZIP 89101 $ 000.46⁰
02 1W
0001398173 APR 02 2015

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

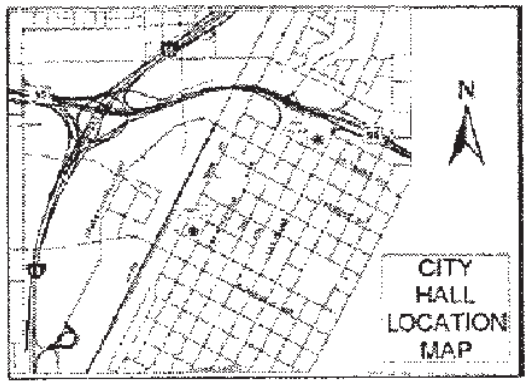
RQR-57928
City Council Meeting of **04/15/2015**

Case: RQR-57928
13815811007
JONES DENA M
2451 N RAINBOW BLVD #2003
LAS VEGAS NV 89108-4509

53 BRDFNMP 89108

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-57928

City Council Meeting of **04/15/2015**

Case: RQR-57928

13823110003
ZHANG FAMILY TRUST
ZHANG MENG LIN TRS
2485 ROANOKE RD
SAN MARINO CA 91108

AGENDA ITEM #62 PROTEST

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2015 APR -6 P 1:04

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-57928
City Council Meeting of **04/15/2015**

Case: RQR-57928
13823121008
B O A ENTERPRISES L L C
7925 TARA AVE
LAS VEGAS NV 89117-2621

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 15, 2015

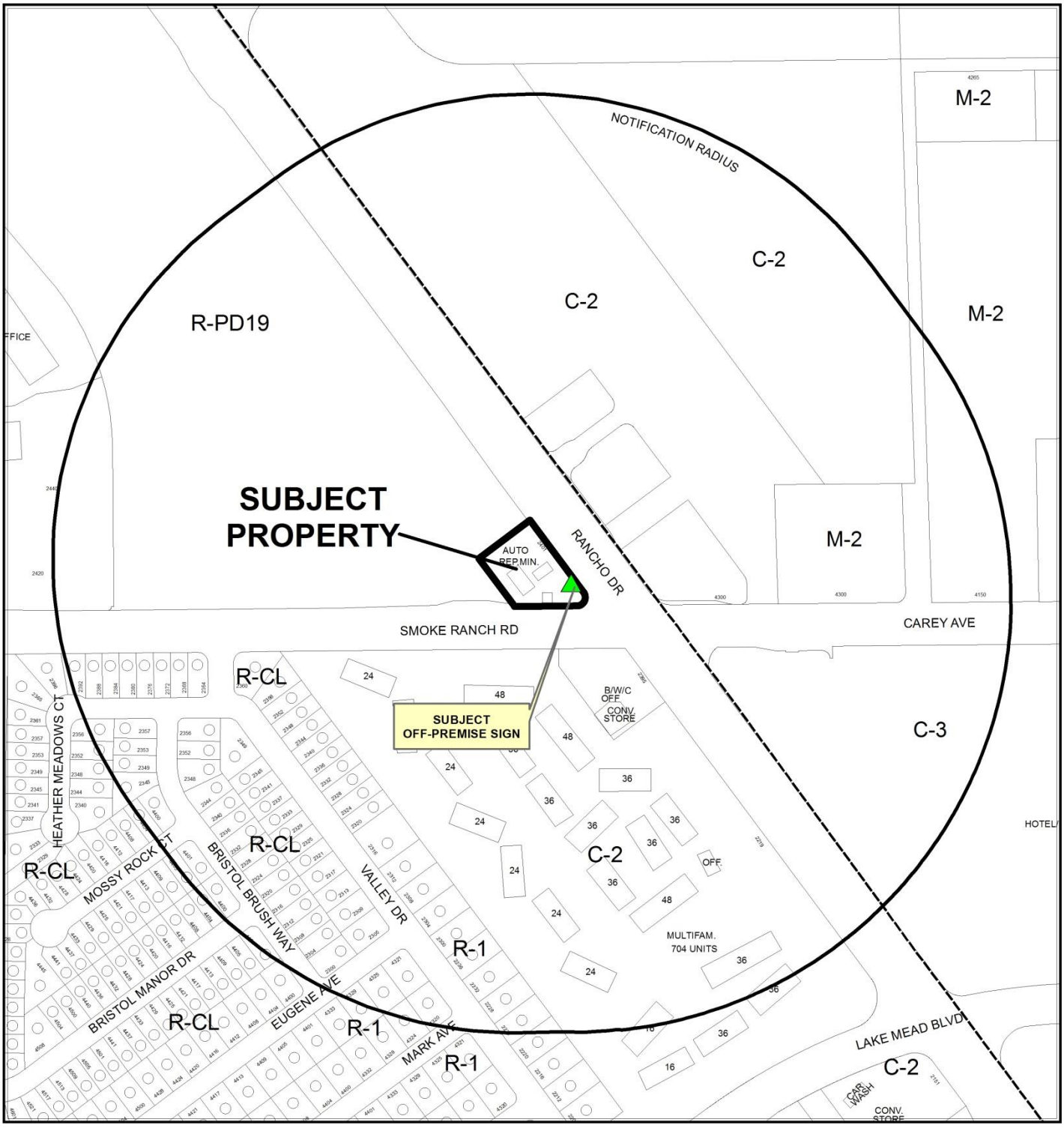
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-57930 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: ELDEN EQUITY FUND 17, LLC - For possible action on a Required Review of an approved Special Use Permit (U-0021-97) FOR AN EXISTING 40 FOOT TALL, 14 FOOT BY 48 FOOT OFF-PREMISE SIGN at 2401 North Rancho Drive (APN 139-18-403-002), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - RQR-45362



CASE: **RQR-57930**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



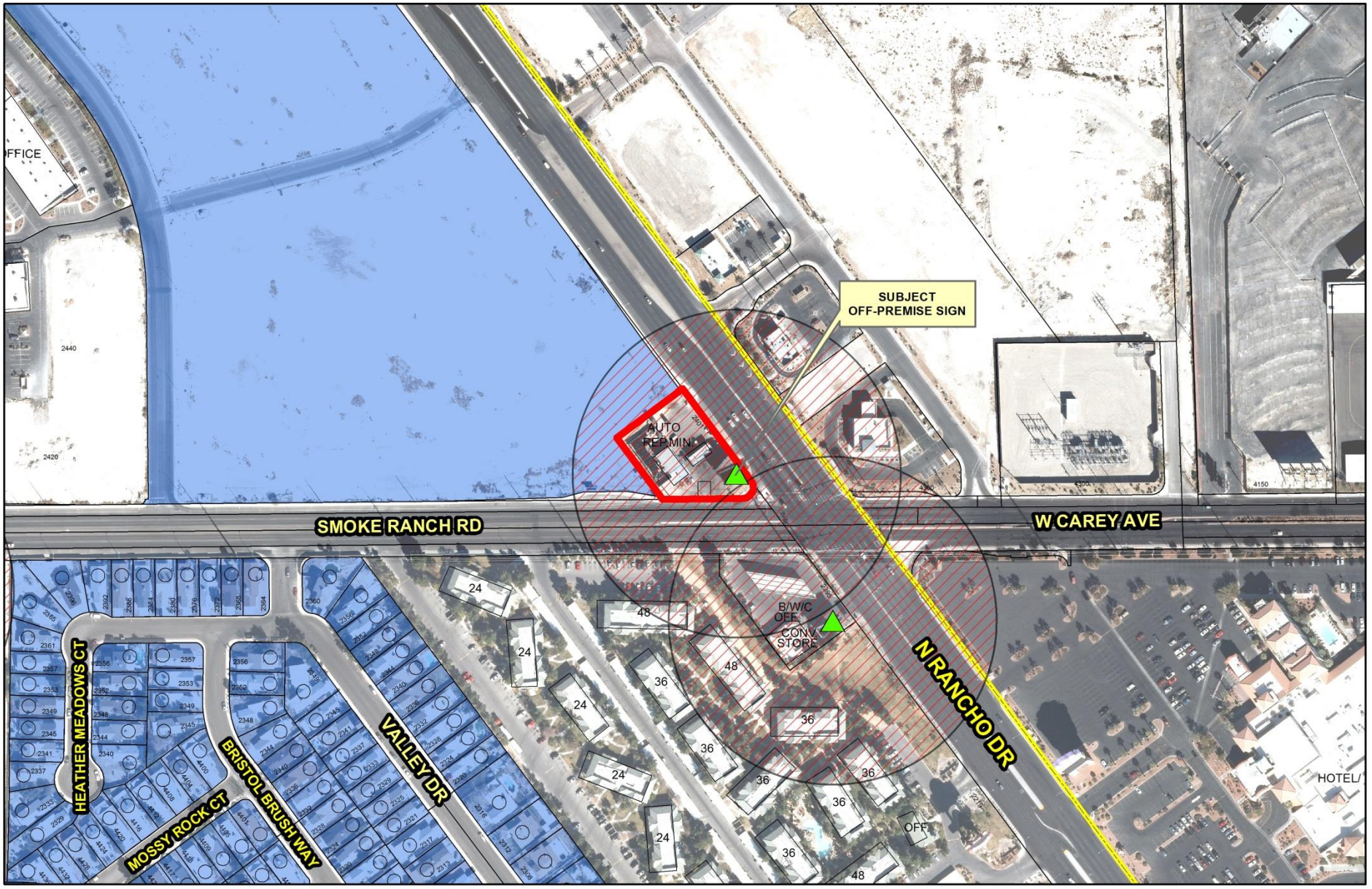
0 300 600 Feet

CASE: **RQR-57930**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



RQR-57930

City of Las Vegas Billboard Data

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Billboard / Distance from Freeway
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, March 10, 2015

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 15, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: ELDEN EQUITY FUND 17, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-57930	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

RQR-57930 CONDITIONS

Planning

1. Conformance to the Conditions of Approval for Special Use Permit (U-0021-97).

2. This Special Use Permit shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

5. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a Required Review of a previously approved Special Use Permit (U-0021-97) for an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2401 North Rancho Drive. Research of building permit activity found that a permit (97010318) was issued for the installation of a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2401 North Rancho Drive; the permit was finalized on 01/27/98. There have not been any significant changes in development or land use in the surrounding area; therefore; staff finds no adverse impact regarding the continued use of the Off-Premise Sign and is recommending approval of this request, subject to a three-year review.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/03/92	The City Council approved an appeal of a denial from the Board of Zoning Adjustment of Variance (V-0049-92) to allow an existing automobile alignment rack where such equipment and service is required to be screened from view at 2401 North Rancho Drive. The Department of Planning staff recommended denial.
06/01/94	The City Council approved a Required Review [V-0049-92(1)] of a previously approved Variance (V-0049-92) to allow an existing automobile alignment rack where such equipment and service is required to be screened from view at 2401 North Rancho Drive. The Department of Planning staff recommended approval.
06/19/96	The City Council approved a Required Review [V-0049-92(2)] of a previously approved Variance (V-0049-92) to allow an existing automobile alignment rack where such equipment and service is required to be screened from view at 2401 North Rancho Drive. The Department of Planning staff recommended approval.
04/28/97	The City Council approved a Special Use Permit (U-0021-97) to allow a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2401 North Rancho Drive. The Board of Zoning Adjustment and staff recommended approval.
06/19/02	The City Council approved a Required Review [U-0021-97(1)] of a previously approved Special Use Permit (U-0021-97) for an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2401 North Rancho Drive. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/01/07	The City Council approved a Required Review (RQR-21509) of a previously approved Special Use Permit (U-0021-97) for an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2401 North Rancho Drive. The Planning Commission and staff recommended approval.
02/01/11	The Department of Planning administratively approved a request for a Minor Site Development Plan Review (SDR-40823) for a 43.72 square-foot embellishment on an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2401 North Rancho Drive.
10/10/11	The Department of Planning administratively approved a request for a Minor Site Development Plan Review (SDR-43438) for a 50 square-foot embellishment on an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2401 North Rancho Drive.
08/15/12	The City Council approved a Required Review (RQR-45362) of a previously approved Special Use Permit (U-0021-97) for an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2401 North Rancho Drive. The Department of Planning staff recommended approval.
03/10/15	The Department of Planning administratively approved a request for a Minor Site Development Plan Review (SDR-58270) for a 120 square-foot embellishment on an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2401 North Rancho Drive.

Most Recent Change of Ownership	
11/01/05	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1965	The building at 2401 North Rancho Drive was constructed.
05/19/97	A building permit (97010318) was issued for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2401 North Rancho Drive. The permit was finalized on 01/27/98.
11/16/06	A business license (A55-00166) was issued for an Automotive Garage/Service Station (Minor) at 2401 North Rancho Drive. The license is currently active.
10/18/12	A business license (O07-00132) was issued for Open Air Vending at 2401 North Rancho Drive. The license is currently active.
11/28/12	A business license (G50-08601) was issued for General Retail Sales at 2401 North Rancho Drive. The license is currently active.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/11/15	Staff conducted a field check of the subject site and found the sign and supporting structures were in good condition with no discrepancies noted.

Details of Application Request	
Site Area	
Net Acres	0.59

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Auto Repair Garage, Minor/Off-Premise Sign	GC (General Commercial)	C-2 (General Commercial)
North	Airport/Financial Institution, Specified	RC (Resort Commercial - North Las Vegas)	C-2 (General Commercial – North Las Vegas)
South	Beer/Wine/Cooler Off-Sale Establishment	SC (Service Commercial)	C-2 (General Commercial)
	Hotel, Residence/Motel	M (Medium Density Residential)	
East	Airport/Restaurant/Financial Institution, General	RC (Resort Commercial - North Las Vegas)	C-2 (General Commercial – North Las Vegas)
West	Undeveloped	M (Medium Density Residential)	R-PD19 (Residential Planned Development- 19 Units per Acre)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (35 Feet)	X		N*
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

*City Council approved the Special Use Permit (U-0021-97) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign. Representatives for the Clark County Department of Aviation had no objection to the height of the sign.

DEVELOPMENT STANDARDS

Standards	Code Requirements	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way	The sign is not in public right-of-way, nor is it in the Off-Premise Exclusionary Sign Zone.	Y
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only	Sign is in a C-2 (General Commercial) zoning district.	Y
Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	Sign is 672 square feet in size and has an embellishment.	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	Sign is 40 feet tall.	Y

Standards	Code Requirements	Provided	Compliance
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	All structural elements of the sign are screened from public view.	Y
Off-Premise Sign	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-premise Sign (if not along US-95)	Sign is more than 300 feet from another Off-Premise Sign (not along US-95).	Y
Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any "R" or U" zoned districts.	The sign is located approximately 150 feet from property designated "R".	N*
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently attached to the ground and is located on property zoned C-2 (General Commercial).	Y

*Approved prior to the adoption of the above standards.

ANALYSIS

This is the fourth Required Review of a previously approved Special Use Permit (U-0021-97) which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Sign located at 2401 North Rancho Drive. Staff conducted a field check of the subject site and found the sign and supporting structures were in good condition with no discrepancies noted. The sign is located within the 35-foot Airport Overlay and was approved by City Council with an overall height of 40 feet. Per a letter from the Clark County Department of Aviation, the department had no objections to the proposed 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2401 North Rancho Drive. Additionally, the sign is approximately 150 feet from property zoned for residential use, which was originally zoned C-M (Commercial/Industrial), but in 2008 was rezoned to R-PD19 (Residential Planned Development- 19 Units per Acre), making the sign legal nonconforming. A final inspection of the Off-Premise Sign was completed on 01/27/98. Staff is recommending approval of this review, with conditions.

FINDINGS

This is a Required Review of an Off-Premise Sign that was constructed in 1997. The sign is located in a C-2 (General Commercial) zoning district and is not within the Off-Premise Sign Exclusionary Zone. Staff recommends approval of this review, subject to a Required Review in three-years.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 8

NOTICES MAILED 85 (By Planning)

APPROVALS 0

PROTESTS 0

JG

DEPARTMENT OF PLANNING

RECEIVED
MAR 02 2015
Dept of Planning
City of Las Vegas

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-57930 APN: 139-18-403-002

Name of Property Owner: Elden Equity Fund 17, LLC

Name of Applicant: Lamar Central Outdoor, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Christopher Prickett

Subscribed and sworn before me

This 27th day of February, 2015

Michelle McFadden

Notary Public in and for said County and State

MICHELLE McFADDEN NOTARY PUBLIC CLARK COUNTY, NEVADA

MICHELLE McFADDEN
NOTARY PUBLIC
STATE OF NEVADA
No. 08-7309-1 – CLARK COUNTY
MY APPT. EXPIRES JULY 9, 2016

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

RECEIVED
MAR 02 2015
Dept of Planning
City of Las Vegas

Application/Petition For: Required Review

Project Address (Location) 2401 N. Ranch Dr.

Project Name Elden Equity Review **Proposed Use**

Assessor's Parcel #(s) 139-18-403-002 **Ward #** 5

General Plan: existing _____ proposed _____ **Zoning:** existing C-2 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Required Review for an existing billboard

PROPERTY OWNER Elden Equity Fund 17, LLC **Contact** Andy Cole

Address 15206 Ventura Blvd. Suite #306 **Phone:** (818) 985-7100 **Fax:** _____

City Sherman Oaks **State** CA **Zip** 91403

E-mail Address andy@agora2000.net

APPLICANT Lamar Central Outdoor, LLC **Contact** Scott Naftzger

Address 1863 Helm Drive **Phone:** (702) 873-4600 **Fax:** (702) 873-4344

City Las Vegas **State** NV **Zip** 89119

E-mail Address snaftzger@lamar.com

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Christopher Pickett

Subscribed and sworn before me

This 27th day of February, 20 15.

Michelle McFadden

Notary Public in and for said County and State

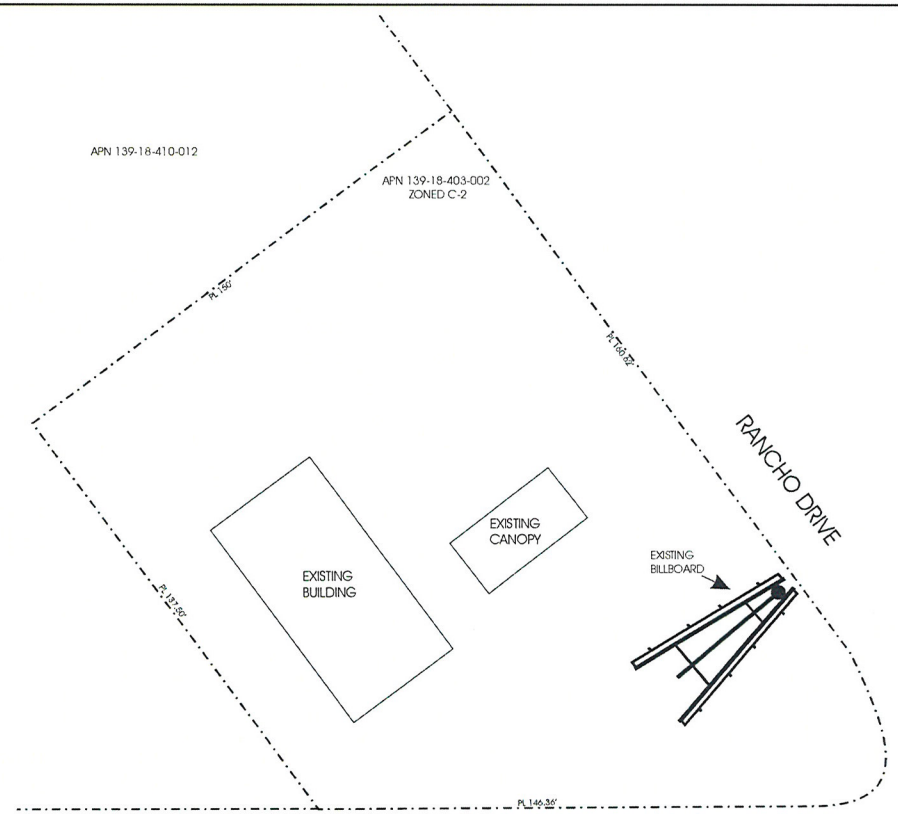
MICHELLE McFADDEN
NOTARY PUBLIC
STATE OF NEVADA
No. 08-7309-1 – CLARK COUNTY
MY APPT. EXPIRES JULY 9, 2016

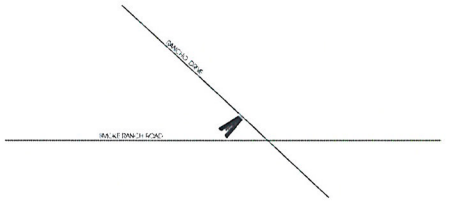
FOR DEPARTMENT USE ONLY

Case #	RQR-57930
Meeting Date:	4/15/15
Total Fee:	800.00
Date Received:*	3/2/15
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08





VICINITY MAP (NO SCALE)



ELEVATION (NO SCALE)

RECEIVED
MAR 02 2015
Dept of Planning
City of Las Vegas

LAMAR OUTDOOR ADVERTISING		
SCALE: NO SCALE	DATE: 4/07/07	DRAWN BY: S.NAFTZGER
ELDEN EQUITIES FUND LLC SITEPLAN		
APN 139-18-403-002		DRAWING NUMBER:

RQR-57930



RQR-57930 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: ELDEN EQUITY FUND 17, LLC
2401 NORTH RANCHO DRIVE

03/11/15



RQR-57930 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: ELDEN EQUITY FUND 17, LLC
2401 NORTH RANCHO DRIVE

03/11/15

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

August 16, 2012

Elden Equity Fund 17, LLC
15206 Ventura Boulevard, Suite #306
Sherman Oaks, California 91403

RE: RQR-45362 - REQUIRED REVIEW
CITY COUNCIL MEETING OF AUGUST 15, 2012

Dear Applicant:

The City Council at a regular meeting held August 15, 2012, APPROVED the Required Review of an approved Special Use Permit (U-0021-97) FOR AN EXISTING 40 FOOT TALL, 14 FOOT BY 48 FOOT OFF-PREMISE SIGN at 2401 North Rancho Drive (APN 139-18-403-002), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on August 16, 2012. This approval is subject to:

Planning

1. Conformance to the approved conditions for Special Use Permit (U-0021-97).

2. This Special Use Permit (U-0021-97) shall be placed on an agenda closest to April 28, 2015 at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit (U-0021-97) shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

RQR-57930

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Scott Naftzger
Lamar Central Outdoor, LLC
1863 Helm Drive
Las Vegas, Nevada 89119

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 15, 2015

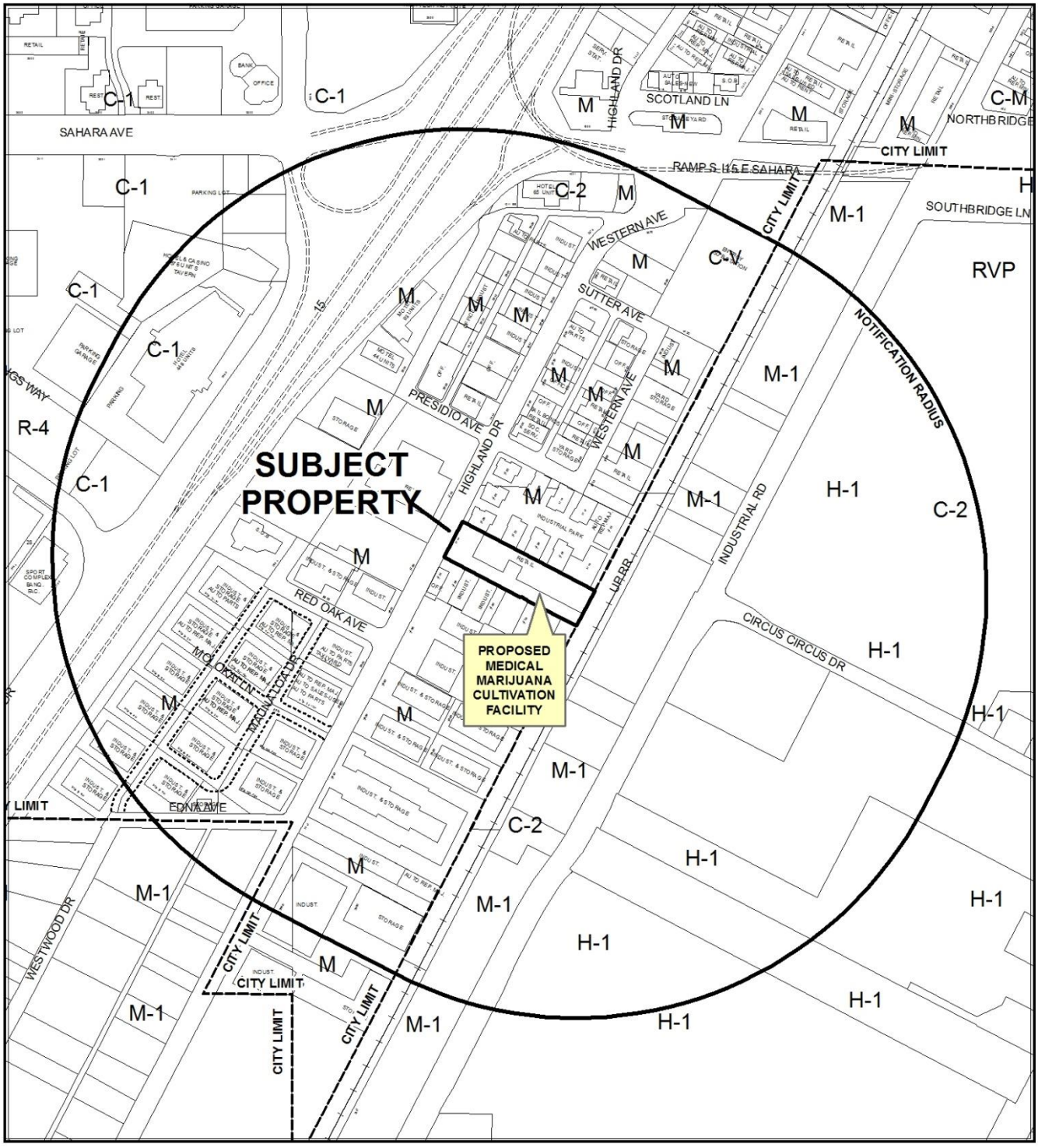
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-55313 – ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: INFINITE WELLNESS INC. - OWNER: N.Y.P. CORPORATION - For possible action on a request for a Special Use Permit FOR A PROPOSED 7,070 SQUARE-FOOT MEDICAL MARIJUANA CULTIVATION FACILITY at 2750 Highland Drive, Suite E (APN 162-09-202-001), M (Industrial) Zone, Ward 1 (Tarkanian). **NOTE: A WAIVER TO ALLOW ANOTHER USE WHICH IS NOT A MEDICAL MARIJUANA FACILITY UNDER THE SAME ROOF OF A MEDICAL MARIJUANA FACILITY.** The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**5**	**City Council Meeting**	**1**

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. Photos
5. Code Compliance Letter
6. Justification Letter
7. Protest/Support Postcards
8. Required Abstention Memo for Mayor Goodman
9. Backup Submitted from the April 1, 2015 City Council Meeting
10. Backup Referenced from the September 30, 2014 Planning Commission Meeting



0 400 800 Feet

CASE: **SUP-55313**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N



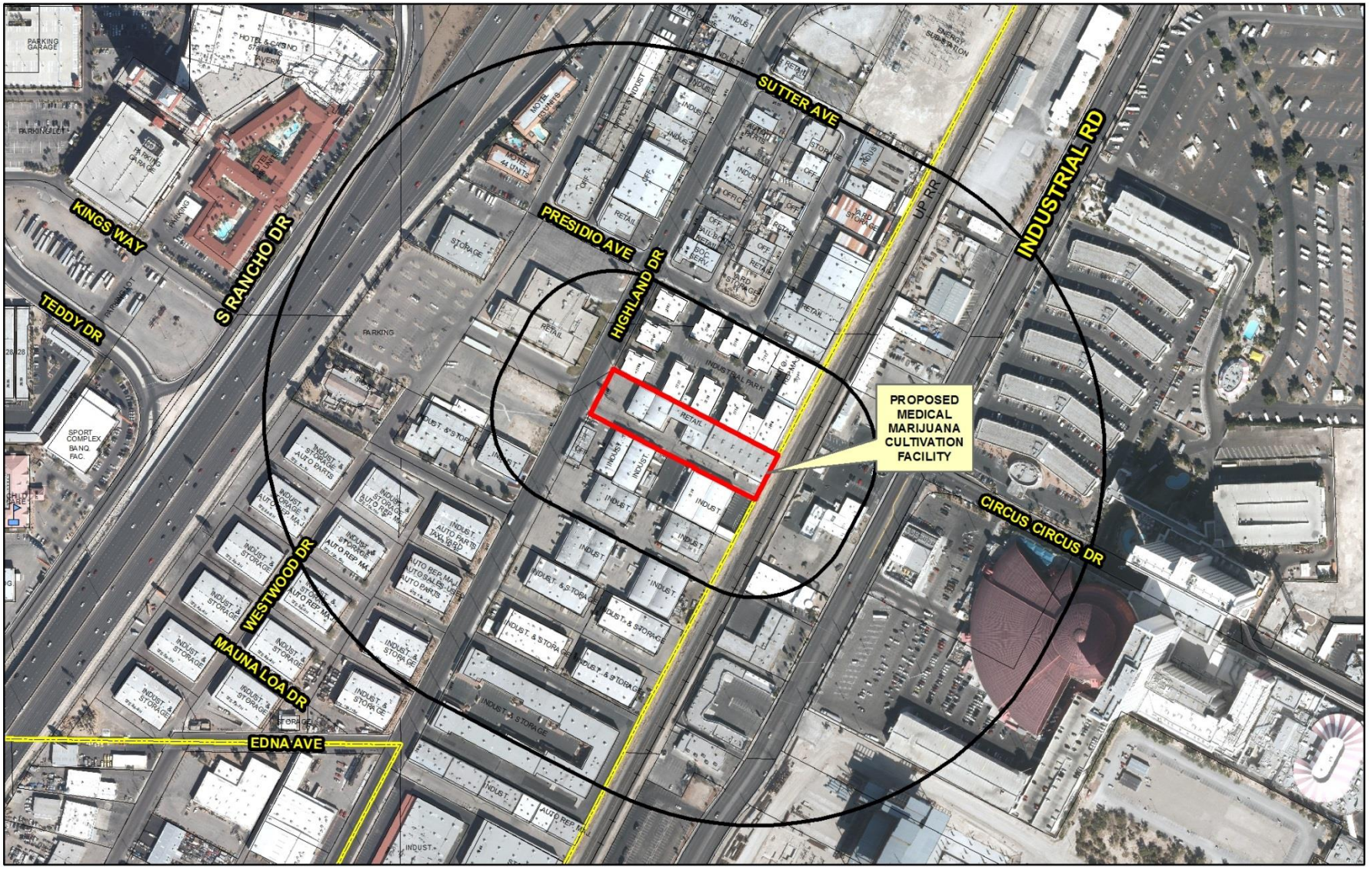
0 400 800 Feet

CASE: **SUP-55313**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N



SUP-55313

Medical Marijuana Establishments

Protected Uses

- RELIGIOUS
- COMMUNITY CENTERS
- Pools
- SCHOOLS
- Child Care/ Children Facility

Prohibited Areas

- Art District
- Fremont

- Subject Property
- 300 and 1000 foot buffer

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, August 07, 2014

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 15, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: INFINITE WELLNESS INC. - OWNER: N.Y.P. CORPORATION

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-55313	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-55313 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Medical Marijuana Cultivation Facility use.

2. Signage for the establishment shall be limited to one wall sign per street frontage, the face of the sign not to exceed 30 square feet in area and two feet in height. Such a sign shall be internally illuminated, with the use of neon prohibited.

3. An air filtration system to be designed by a Nevada licensed engineer shall be provided prior to the issuance of a certificate of occupancy.

4. Cultivation is limited to the interior of a building.

5. There shall be no on-premise consumption (the use, smoking, ingestion or consumption of any marijuana, edible marijuana or marijuana infused product) on the licensed premises.

6. All development shall be in conformance with the site plan and floor plan, date stamped 07/23/14, except as amended by conditions herein. Any modification of the premises of a medical marijuana establishment shall be filed 60 days in advance of any proposed construction. A full and complete copy of all architectural and building plans shall be filed with the Director for a review of compliance with Title 6.95 and Title 19. The Director shall review the plans and approve any modifications in compliance with this chapter prior to the commencing of any construction of modifications.

7. This approval shall be void eighteen months from the date of final approval, unless exercised pursuant upon the issuance of a business license. An Extension of Time may be filed for consideration by the City of Las Vegas.

8. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

9. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

10. The presence of minors on the premises of a medical marijuana establishment is prohibited unless the minor is a qualified patient on the premises of a dispensary and is accompanied by his or her parent or legal guardian.

11. Approval of this Special Use Permit does not constitute approval of a medical marijuana facility license.

12. This business shall operate in conformance to Chapter 6.95 of the City of Las Vegas Municipal Code.

13. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining item or devices shall be displayed upon the subject property or a vehicle displaying advertisement in the parking lot of the subject property without the appropriate permits.

14. This Special Use Permit shall be reviewed biennially concurrently with the associated business license, at which time the City Council may require the termination of the use. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Medical Marijuana Cultivation Facility be removed.

15. All medical marijuana products shall remain in the original manufacturer's configuration intended for off-sale.

16. A Medical Marijuana Cultivation Facility shall obtain all required approvals from the State of Nevada to operate such a facility prior to the Special Use Permit being exercised pursuant to LVMC 19.16.110.

17. Conformance to all regulations pertaining to Medical Marijuana Establishment found within Nevada Revised Statute 453A and Nevada Administrative Code NAC 453A.

18. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

19. Coordinate with the Environmental Compliance Section of the Department of Public Works to determine appropriate pretreatment procedures, if any, required for industrial effluent from this facility prior to occupancy of this site or a business license for this use. Comply with the recommendations of the Environmental Compliance Section. The Section may be contacted through John Solvie, 702-229-6547 or email at jsolvie@lasvegasnevada.gov.

Building & Safety

20. Construction drawings prepared by a Nevada licensed mechanical engineer, environmental engineer or similar professional discipline acceptable to the Building & Safety Director is required at the time of building permit application submittal for approval by the Building & Safety Department. The construction drawings shall detail all construction and equipment required to be installed in accordance with the odor control concept plan that describes the approach and equipment to be utilized to contain, absorb and neutralize all odors emanating from the property, and the field testing methodology to be utilized to determine the effectiveness of the odor containment, absorption and neutralization design.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request for a Special Use Permit for a proposed Medical Marijuana Establishment Medical Marijuana Cultivation Facility to be located at 2750 Highland Drive, Suite E. The subject site complies with all minimum distance requirements as set forth by Title 19.12 and therefore the use can be conducted in a compatible and harmonious manner with the existing surrounding land uses and future land uses as projected by the General Plan. As such, Staff recommends approval of the proposed use with standard conditions. If denied, no Medical Marijuana Cultivation Facility would be permitted to be established at this site.

ISSUES

- The Medical Marijuana Cultivation Facility use is permitted within an M (Industrial) zoning district with the approval of a Special Use Permit.
- For the subject site to be eligible for a Medical Marijuana Cultivation Facility the subject site must be in compliance with all minimum distance separation requirements, pursuant to Title 19.12, as set forth by adopted Ordinance No. 6321.
- Simultaneous reviews of the business license application and the Special Use Permit application were conducted. If either application failed to comply with their respective requirements both applications would have been deemed incomplete and consequently rejected.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/21/14	City Council approved Text Amendment (TXT-52502) to amend LVMC Chapter 19.12 related to Permitted Uses and Chapter 19.18 related to Definitions and Measures to add Medical Marijuana Dispensaries, Facilities for the Production of Edible Marijuana Products or Marijuana Infused Products and Marijuana Cultivation Facilities as permissible uses by adding zoning district applicability, descriptions and definitions for these activities as they are contemplated by SB 374 of the Nevada Revised Statues and to provide for other related matters. Ordinance No. 6321.

Related Relevant City Actions by P&D, Fire, Bldg., etc (Continued)	
06/04/14	City Council approved Text Amendment (TXT-52502) to amend Las Vegas Municipal Code Title 6 to implement licensing regulations related to facilities for the production of edible marijuana products or marijuana-infused products, medical marijuana dispensaries, medical marijuana cultivation facilities, and independent testing laboratories, collectively referred to as medical marijuana establishments, in conformance with the intent of SB 374 of the 2013 session of the Nevada Legislature and to provide for other related matters. Ordinance 6324.
09/30/14	The Planning Commission (7-0 vote) recommends APPROVAL of a request for a Special Use Permit for a proposed Medical Marijuana Establishment Medical Marijuana Cultivation Facility to be located at 2750 Highland Drive, Suite E (SUP-55313).
10/29/14	The City Council voted to TABLE a request for a Special Use Permit (SUP-55313) for a proposed 7,070 square-foot Medical Marijuana Cultivation Facility at 2750 Highland Drive, Suite E and a related Compliance Permit (DIR-56412).
03/04/15	The City Council voted to ABEY a request for a Special Use Permit (SUP-55313) for a proposed 7,070 square-foot Medical Marijuana Cultivation Facility at 2750 Highland Drive, Suite E and a related Compliance Permit (DIR-56412).

Most Recent Change of Ownership	
03/30/1984	A deed was recorded for a change in ownership.

Pre-Application Work Group	
06/19/14	The applicant attended a pre-application meeting, in which submittal requirements for the filing of the Special Use Permit application, as well as Business Licensing applications were reviewed and supplemental handouts were given.

Field Check	
07/31/14	A field check of the subject site was conducted by staff. The site is a well maintained industrial complex containing retail and warehouse space.

Details of Application Request	
Site Area	
Net Acres	2.01

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Warehouse	LI/R (Light Industry/Research)	M (Industrial)
North	Industrial Park	LI/R (Light Industry/Research)	M (Industrial)
South	Industrial Park	LI/R (Light Industry/Research)	M (Industrial)
East	ROW (UP Railroad)	ROW (UP Railroad)	ROW (UP Railroad)
West	Retail	C (Commercial)	M (Industrial)

Master Plan Areas	***Compliance***
Downtown Centennial Plan (Industrial Corridor District)	Y
Special Purpose and Overlay Districts	***Compliance***
Downtown Centennial Plan Overlay District	Y
A-O (Airport Overlay) District (175 Feet)	Y
Las Vegas Boulevard Scenic Byway Overlay District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Downtown Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	Y
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Highland Drive	Major Collector	Planned Streets and Highways Map	80 Feet	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Warehouse	36,344	1/1000 SF	37				
Medical Marijuana Cultivation Facility	7,070	1/1000 SF	8				
TOTAL SPACES REQUIRED			45		46		Y
Regular and Handicap Spaces Required			43	2	43	3	Y
Loading Spaces			3		5		Y

*Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City.

Medical Marijuana Cultivation Facility

Wall Signs:			
Standards	***Allowed***	***Provided***	***Compliance***
Maximum Number	1 per Street Frontage	1 (not on street frontage)	Y
Maximum Area	30 SF	4.5 SF	Y
Maximum Height	2 Feet	1.5 Feet	Y
Illumination	Internal (Neon Prohibited)	No illumination noted	Y

ANALYSIS

The Medical Marijuana Cultivation Facility use is defined as "A fully stand-alone detached enclosed structure which cultivates, delivers, transfers, transports, supplies, or sells marijuana to medical marijuana dispensaries or medical marijuana production facilities. This use includes a "cultivation facility," as defined in NRS 453A.056." The justification letter states that the applicant is applying only for a cultivation facility with proposed hours of operation from 9:00 am to 5:00 pm daily. The floor plan illustrates a 7,070 square-foot Medical Marijuana Cultivation Facility with 5,015 square feet of enclosed cultivation area. Per the submitted justification letter and floor plan, the proposed use meets the definition outlined above.

The Minimum Special Use Permit Requirements for this use include:

> *1. Pursuant to its general authority to regulate the cultivation, production, dispensing and sale of medical marijuana, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between medical marijuana cultivation facilities and certain other uses that should be protected from the impacts associated with a medical marijuana cultivation facility. Therefore, except as otherwise provided below, no medical marijuana cultivation facility may be located within 1000 feet of any school; or within 300 feet of any individual care center licensed for more than 12 children, community recreational facility (public), City park, or church/house of worship.
>
> *The proposed use meets this requirement, as there are no schools, within 1,000 feet of the subject property, as well as there are no individual care centers licensed for more than 12 children, community recreational facilities (public) or City parks or churches/houses of worship within 300 feet of the subject property.*

*2. The distance separation referred to in Requirement 1 shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed medical marijuana cultivation facility 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 medical marijuana cultivation facility. The distance shall be measured in a straight line without regard to intervening obstacles.

The proposed use meets this requirement; measurement is taken from the property line of a lot of record: PT SW4 NW4 SEC 09 21 61, as shown in recorded document 00001897:56753 on file with the County Assessor of Clark County, Nevada.

*3. For the purpose of Requirement 2, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a medical marijuana cultivation facility refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

B. The proposed medical marijuana cultivation facility will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed medical marijuana cultivation facility will be located;

The proposed use meets this requirement as the subject site is a lot of record.

*4. The use shall conform to, and is subject to, the provisions of LVMC Title 6, as such provisions may be presently adopted or hereafter amended.

The use complies and will be subject to this requirement.

*5. No outside storage shall be permitted, including the use of shipping containers for on-site storage.

The proposed use meets this requirement as no outside storage, including shipping containers has been denoted within the submitted site plan.

*6. An air filtration system to be designed by a Nevada licensed engineer shall be provided prior to the issuance of a Certificate of Occupancy.

The proposed use shall comply with this requirement as part of the permitting process that will occur prior to the issuance of a Certificate of Occupancy.

*7. Signage for the establishment shall be limited to one wall per street frontage, the face of the sign not to exceed thirty square feet in area and not to exceed two feet in height. Such a sign shall be internally illuminated, with the use of neon prohibited.

The proposed signage is located on the south elevation, which is not adjacent to street frontage. A condition of approval has been added to require conformance with the Minimum Special Use Permit Requirement regarding signage.

*8. The Special Use Permit shall be void without further action if the uses ceases for a period exceeding 90 days.

The use will be subject to this requirement if the Special Use Permit is approved and exercised.

*9. A Medical Marijuana Cultivation Facility shall obtain all required approvals from the State of Nevada to operate such a facility prior to the Special Use Permit being exercised pursuant to LVMC 19.16.110.

The use will be subject to this requirement if the Special Use Permit is approved and prior to it being exercised.

Medical Marijuana Cultivation Facility

The proposed use would be placed within a 7,070 square-foot tenant space located within an existing warehouse building located along Highland Drive. The subject site facilitates the required parking for the proposed use. Other than the Minimum Special Use Permit Requirements found within Title 19.12, there are no special development requirements pertaining to the site. There are no other similar uses or protected uses within the required distance separations. For these reasons, the proposed use is deemed compatible with the surrounding uses; therefore, staff recommends approval with conditions.

FINDINGS (SUP-55313)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The subject site complies with all minimum distance requirements as set forth by Title 19.12 and therefore the use can be conducted in a compatible and harmonious manner with the existing surrounding land uses and future land uses as projected by the General Plan.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The site contains an existing warehouse building with associated parking. This site contains adequate parking for all uses, and the proposed use does not generate the need for any additional parking spaces beyond what has been provided onsite.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The proposed Medical Marijuana Cultivation Facility can be accessed from Highland Drive, an 80-foot Major Collector, that has adequate capacity to serve the proposed development.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed Medical Marijuana Cultivation Facility use will be subject to regular City and County inspections for licensing and will therefore not compromise the public health, safety, and general welfare or any objective of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed Medical Marijuana Cultivation Facility use meets all distance separation requirements per Title 19.12. Conditions of approval will ensure conformance with all other minimum requirements for this use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 25

NOTICES MAILED 69 (By Planning)

APPROVALS 1

PROTESTS 4

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SUP-55313

Case Number: PREAPP2014-00804 APN: 162-09-202-001

Name of Property Owner: NYP Corporation

Name of Applicant: Infinite Wellness Inc.

Name of Representative: Jonathan William Herda

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 N/A

APN: N/A

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SEP 03 2014
City of Las Vegas
Dept. of Planning

~~Signature of Property Owner~~: Applicant

Print Name: Jonathan William Herda

Subscribed and sworn before me

This 3 day of September, 2014

Jacquelyn A. Seitz
Notary Public in and for said County and State

JACQUELYN A. SEITZ
Notary Public, State of Nevada
Appointment No. 06-109706-1
My Appt. Expires Nov. 30, 2014

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-55313** APN: 162-09-202-001

Name of Property Owner: NYP Corporation

Name of Applicant: Infinite Wellness Inc.

Name of Representative: Jonathan William Herda

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 N/A

APN: N/A

Signature of Property Owner:

State of Nevada
County of Clark

Print Name: John James Herda

Subscribed and sworn before me

This 22 day of July, 2014

Jacquelyn A. Seitz
Notary Public in and for said County and State

JACQUELYN A. SEITZ
Notary Public, State of Nevada
Appointment No. 06-109706-1
My Appt. Expires Nov. 30, 2014

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Medical Marijuana Establishment

Project Address (Location) 2750 Highland Drive Unit E Las Vegas, NV. 89109

Project Name Infinite Wellness Inc. **Proposed Use** Cultivation

Assessor's Parcel #(s) 162-09-202-001 **Ward #** 1

General Plan: existing 7070 proposed 7070 **Zoning:** existing M1 proposed M1

Commercial Square Footage 7070 **Floor Area Ratio** 19.45%

Gross Acres 2.1 **Lots/Units** E **Density** 49.83%

Additional Information N/A

PROPERTY OWNER NYP Corporation **Contact** John James Herda

Address 6120 S. Torrey Pines Drive **Phone:** (702) 361-5844 **Fax:** N/A

City Las Vegas **State** NV **Zip** 89118

E-mail Address N/A

APPLICANT Infinite Wellness Inc. **Contact** Jonathan William Herda

Address 6490 W. Desert Inn Rd **Phone:** (702) 491-6887 **Fax:** N/A

City Las Vegas **State** NV **Zip** 89147

E-mail Address Infinitewellnessnv@gmail.com

REPRESENTATIVE Jonathan William Herda **Contact** Jonathan William Herda

Address 6490 W. Desert Inn Rd. **Phone:** (702) 491-6887 **Fax:** N/A

City Las Vegas **State** NV **Zip** 89147

E-mail Address Infinitewellnessnv@gmail.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name John G. Herda

Subscribed and sworn before me

This 22nd day of July, 20 14.

Jacquelyn A. Seitz

Notary Public in and for said County and State

JACQUELYN A. SEITZ
Notary Public, State of Nevada
Appointment No. 06-109706-1
My Appt. Expires Nov. 30, 2014

FOR DEPARTMENT USE ONLY

Case #	SUP-55313
Meeting Date:	Sep 2014
Total Fee:	1280.00
Date Received:*	7-23-14
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

BUILDING DATA

SITE ADDRESS : 2750 S. HIGHLAND DR. STE #E
LAS VEGAS, NV. 89109
APN# 162-09-202-001
LOT SIZE 2.01 ACRE
CONSTRUCTION: 1958
SUBDIVISION NAME: PT SW4 NW4 SEC 09 21 61

1. CODE YEAR / TYPE

2012 Administative Code	Amendments to the Existing Building Code
CLV Amendments to the SNV 2012 IBC	2011 NEC Amendments
2012 IBC Amendments	2012 IRC Amendments
2012 ISPSC Amendments	2012 UMC Amendments
2012 UPC Amendments	2011 NEC ordinance
2012 Admin Code ordinance	2012 IBC ordinance
2012 IEBC ordinance	2012 IRC ordinance
2012 ISPSC ordinance	2012 UMC ordinance
2012 UPC ordinance	

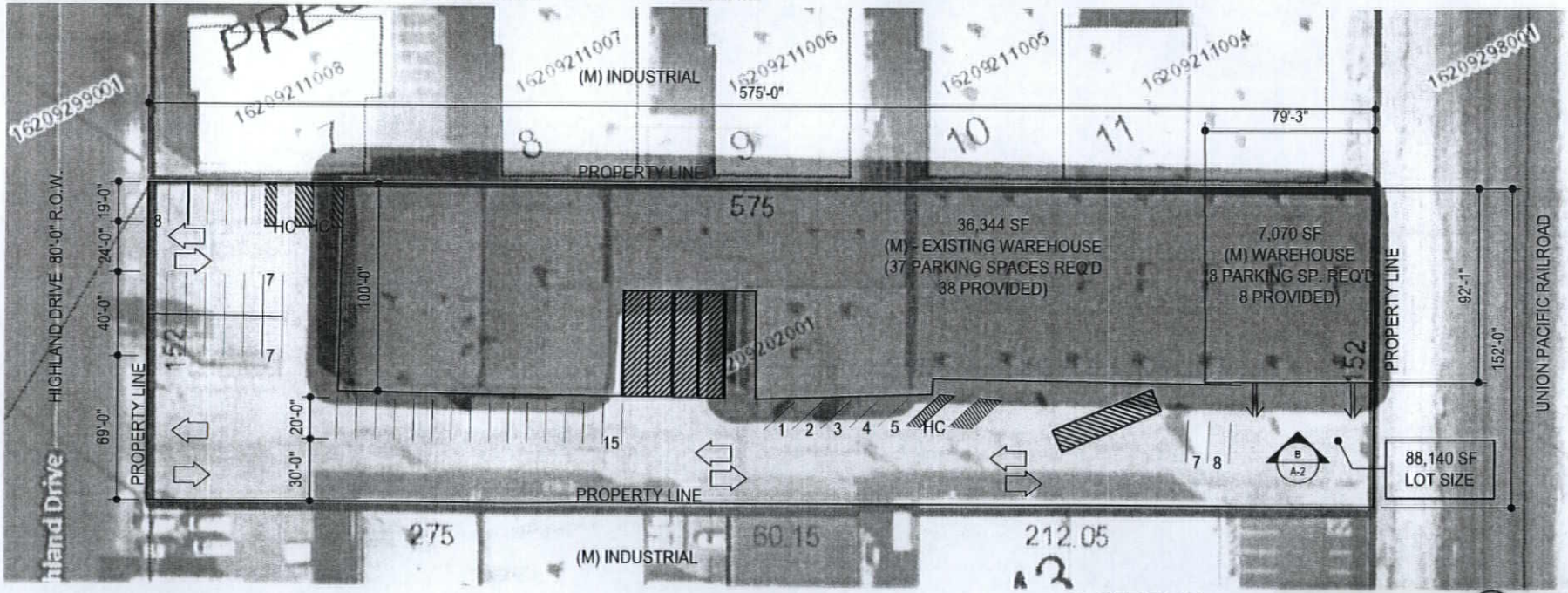
2. OCCUPANCY CLASSIFICATION	EXISTING: S1	PROPOSED: S1
3. TYPE OF CONSTUCTION	EXISTING: VB	NEW TENANT IMPROVEMENT: VB
4. FIRE SPRINKLERED	YES	TYPE: NFPA 13
5. FIRE ALARM	NO	
6. HEIGHT	ALLOWABLE : 2	PROPOSED : 1
7. STORIES	ALLOWABLE : 2	PROPOSED : 1
8. AREA	ALLOWABLE : 24,300 SF	PROPOSED : 7,070 SF
9. OCCUPANT LOAD	63 OLF	
10. NUMBER OF EXITS	REQUIRED : 2 EXITS	PROPOSED : 2 EXITS
11. FIRE RESISTIVE RATING REQUIREMENTS	REQUIRED : N/A	
12. REQUIRED FIRE RESITIVE OF EXTERIOR WALL	REQUIRED : EAST, NORTH	PROVIDED : EXISTING 4-HR RATED 30" CMU PARAPET
13. PROTECTION OF OPENING	REQUIRED : N/A	
14. SPACES REQUIRING FIRE RESISTANCE	REQUIRED : N/A	
15. NON-SEPARATED USE OR SEPARATED USE	REQUIRED : N/A	
16. ROOF COVERING MATERIAL CLASS	ALLOWABLE : CLASS C	ACTUAL : CLASS C
17. REQUIRED PLUMBING FIXTURES	REQUIRED : 1/MALE - 1/FEMALE - 1 DRINKING FOUNTAIN - 1 SERVICE SINK	
	PROVIDED : 1/MALE - 1/FEMALE - 1 UNISEX - 1 DRINKING FOUNTAIN - 1 SERVICE SINK	
18. SPECIAL INSPECTION	REQUIRED : N/A	

SITE DATA

JURISDICTION:		CITY OF LAS VEGAS
SITE AREA:		2.01 ACRE
EXISTING BUILDING:		
BUILDING AREA (GROSS):		7,070 S.F.
PARKING:		45 SPACES
BUILDING HIEGHT:		+/-25'-0"
PROPOSED BUILDING (LEVEL ONE):		
CULTIVATION FACILITY:		7,070 S.F.
PARKING ANALYSIS:		
CULTIVATION:	1:300 S.F.	8 SPACES
WAREHOUSE:	1:300 S.F.	37 SPACES
PARKING REQUIRED:		45 SPACES
PARKING PROVIDED:		46 SPACES



B VICINITY MAP
SCALE: N.T.S.



A SITE PLAN
SCALE: 1" = 40'-0"

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SUP-55313

Dao!Gurdison design group
817 S. MAIN STREET LAS VEGAS, NEVADA 89101 PHONE: 702-708-7779

D!G

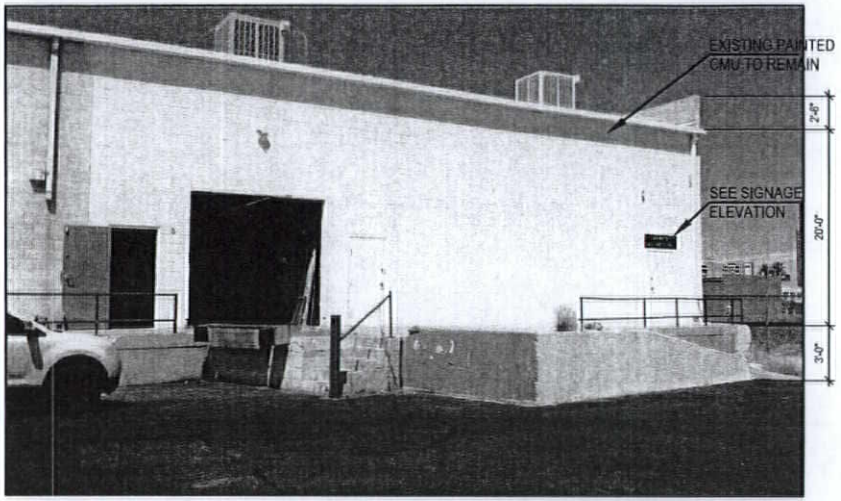
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INFINITE WELLNESS INC.
2750 HIGHLAND DR., STE. E
LAS VEGAS, NV 89109
PARCEL # 162-09-202-001

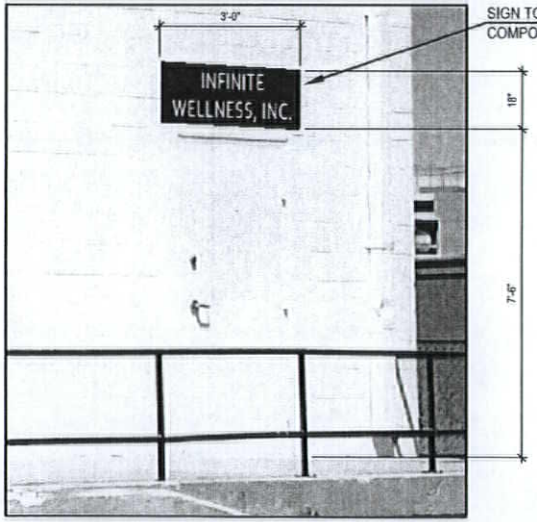
DATE: 07-21-14

SHEET NUMBER:
SITE PLAN

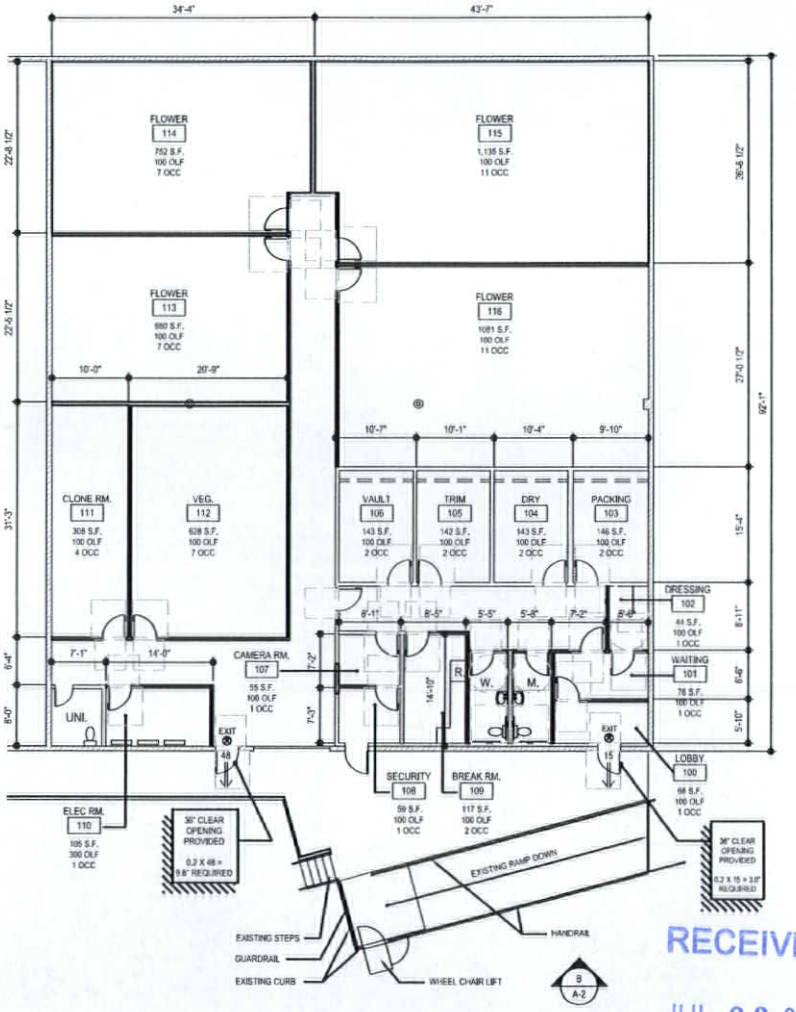
A-1



B SOUTH ELEVATION
SCALE: N.T.S.



B SIGNAGE ELEVATION
SCALE: N.T.S.



A FLOOR PLAN / EGRESS PLAN
SCALE: 1/16" = 1'-0"

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SUP-55313

Dao!Gurdison design group
875 S. MAIN STREET LAS VEGAS, NEVADA 89101 PHONE: 702-768-7779

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INFINITE WELLNESS INC.
2750 HIGHLAND DR., STE. E
LAS VEGAS, NV 89109
PARCEL # 162-09-202-001

DATE: 07-21-14

SHEET NUMBER:
FLOOR PLAN & ELEVATION
A-2

SECURITY GENERAL NOTES

6.95.120 Security Requirements.

Each medical marijuana establishment must submit and maintain a security plan approved by the Director, which meets all the criteria established by the state regulating authority and the following minimum requirements:

A. Each licensed premises must have a security system which monitors all perimeter entry points, windows, and controlled areas by a centrally monitored alarm company properly licensed with the City, and whose agents are properly licensed and registered under applicable laws.

B. A 24 hour surveillance system is required to monitor the interior and exterior of a medical marijuana establishment, a live feed of which must be accessible to authorized law enforcement at all times, and in real time.

1. All recorded images must clearly and accurately display the time and date. Time is to be measured in accordance with the U.S. National Institute Standards and Technology standards.

2. The surveillance system's data storage device must be secured on-site in a lock box, cabinet, closet, or secured in another manner to protect from employee or third-party tampering or criminal theft.

3. A sign must be posted in any customer areas that the customer is under video surveillance.

C. The establishment shall be responsible for ensuring compliance with all local and state regulations regarding the facility and must monitor parking areas and outdoor areas of the licensed premises for loitering, unlawful sale of medical marijuana by customers, and consumption of medical marijuana.

D. Any theft of items containing marijuana or the observance of any unauthorized transactions of medical marijuana on the licensed premises must be reported to the Metro and the Department in written communication within 24 hours of occurrence.

E. A sign shall be posted at the entrance to the location containing the name and functioning telephone number of a 24 hour on-call member engaged in the management of a medical marijuana establishment who shall receive, log, and respond to complaints and other inquiries.

F. In addition to complying with all requirements set by the State regulating authority, any licensed cultivation facility shall:

1. Secure the cultivation facility with full video surveillance capable of clearly identifying any activities occurring within twenty (20) feet of the exterior of the building and any parking, fenced, or loading areas. A motion detection lighting system may be employed to illuminate the gate area in low light conditions.

2. Must provide on-site security between the hours of 10:00 p.m. and 6:00 a.m.

G. In addition to complying with all requirements set by the State regulating authority, any licensed medical marijuana production facility shall ensure all production, transport, delivery, shipping, labeling and packaging areas have fixed camera coverage capable of identifying activity occurring within a minimum of twenty feet.

H. In addition to complying with all requirements set by the State regulating authority, any licensed medical marijuana dispensary shall contain the following areas, meeting the detailed conditions, separated and segregated:

1. Waiting area containing only one entrance for the public, which is visible immediately from one fixed staffed security station. The entire waiting area must also be monitored by surveillance cameras.

2. Consultation room where medical marijuana products are viewed for purchase which must be:

a. Separated and segregated from any waiting area;

b. Any windows or viewing areas must be obscured from the public right of way or waiting area;

c. Any customer allowed to enter any room where medical marijuana, edible marijuana products, or marijuana infused products are viewed for purchase is required to be accompanied by an employee of the establishment;

d. Only sample products may be viewed for purchase in such a room; samples may be shown to customers outside of nontransparent packaging.

e. Customers may not remove any medical marijuana, edible marijuana products, or marijuana infused products from the consultation room.

3. All medical marijuana, edible marijuana products, or marijuana infused products, during non-business hours, must be stored in a separated and secured area.

a. The area must meet the Building Officials standards for odor control.

b. The area must be under surveillance by the camera system at all times.

c. One area may store both product and legal tender, however separate storage devices must be maintained and both must be under video surveillance.

4. All medical marijuana, edible marijuana products, or marijuana infused products must be placed in an opaque bag or cover that does not allow the product to be visible from outside of the bag or cover and closed by the attendant of the dispensary prior to transfer to a customer.

WALL TYPE LEGEND

N.I.C.

SECURITY LEGEND

FOB

INTERCOM

MON

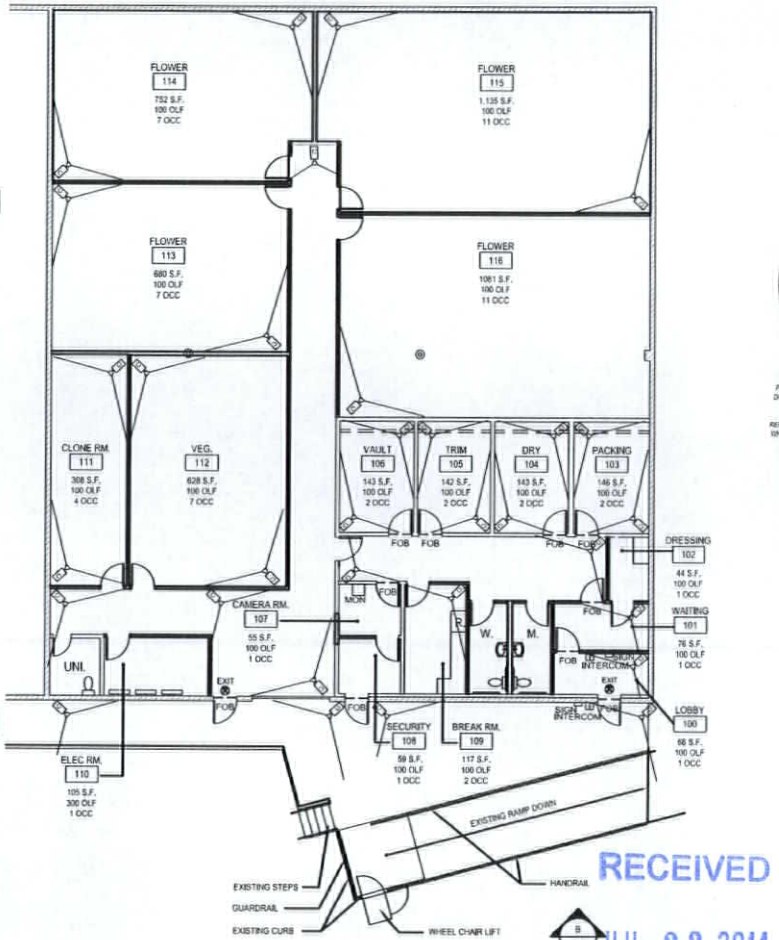
CAB

SIGN

SECURITY COMPONENTS & DESCRIPTION

Item	Description
	<<CCTV>>
WPS-300-NVR-16IP	Surveillance 300-Series 16 Channel NVR - Up to 30 FPS @ 1920x1080 per CH - 2TB Storage with 3 internal drive bays for expansion - Smartphone, Windows and Mac remote access
WPS-730-DOM-IP-WH	Surveillance 750-Series Dome IP Outdoor Camera with IR (2MP 1080HD White) with free apps for iOS®, and Android. In the event of a network problem, or if the NVR is compromised, an internal micro SD card slot makes for fast and easy local recording backup, right there at the camera, and recordings can be viewed through a web browser.
WPS-MNT-ARM-DOM-WH	Surveillance Dome Camera Arm Mount
NST-CAT6-1000-WHT	Cat 6 550MHz Unshielded 23-4 Solid .57mm CMG-Rated Wire
GS724TP	24-Port Network gigabit Switch with POE
PLUG-RJ45-CAT6	RJ45 Connectors for Cat6 Wire
Shop Supplies	Misc. Parts
Install Labor-2	Installation Labor - 2 Installers hour
	-Installation off all CCTV cameras and devices
Programming Labor	Technical and Programming Labor -Set-up NVR for off site and local viewing of all CCTV cameras
	<<Access Control>>
Honeywell - Access Cntrl	WinPak Pro3200 Access Control System for 11 doors with Prox Readers, 1 300lb exterior mag locks, 600lb interior mag locks, PIR Request to exit (sensor), and 50 keyfobs (Included in all necessary wire, power and enclosures)
JMS-4AEDF	7" Color Flush Mount Set (Includes JM-4MED master, JK-DVF door and PS-2420UL power supply)
SBX-DVF	JF JK-DVF Stainless Steel Surface Mount Box
NST-CAT5E-1000-WHT	Cat 5e 350MHz Unshielded 24-4 .50mm CL2-Rated Wire (White)
Shop Supplies	Misc. Parts
Install Labor-2	Installation Labor - 2 Installers hour
	-Installation of all access control system parts
Programming Labor	Technical and Programming Labor -Initial Set-up and programming -instruction for self maintenance
	<<Alarm>>

Item	Description
CNTRL2 - Kit 311	GoControl Color Touch Screen Alarm panel with 48 wireless zones and Z-wave Automation controller.
DW10	Wireless Door Window Contact
GB1	2pig Wireless Glass Break Sensor
SMKT2	2Gig Wireless Smoke, Heat & Freeze Detector
PIR1	Wireless Passive Infrared Motion Detector
PANIC1	2pig Panic Button
2GIG-GC3GA-T	2GIG 3G Cell Radio Module includes External Antenna
Alarm Power Package	Security Enclosure with battery back-up, charging system and transformer
Shop Supplies	Misc. Parts
Install Labor-2	Installation Labor - 2 Installers hour
COMMON-IAG	Commercial Security Alarm Monitoring Service - Interactive Gold Plus - User Code Control - Remote Arming - Sensor Activity Monitoring for 10 sensors - Image Sensor Plus - Wireless 2-Way Voice - Weather to the Panel - ensPower Lights - ensPower Thermostats - ensPower Locks - ensPower Energy Package (Lights + Thermostats) - Severe Weather Alerts



A SECURITY PLAN
SCALE: 1/16" = 1'-0"

PROJECT NORTH

Dao!Gurdison design group
825 S. MAIN STREET LAS VEGAS, NEVADA 89101 PHONE: 702-708-7779

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INFINITE WELLNESS INC.
2750 HIGHLAND DR., STE. E
LAS VEGAS, NV 89109
PARCEL # 162-09-202-001

RECEIVED
JUL 23 2014
City of Las Vegas
Dept. of Planning

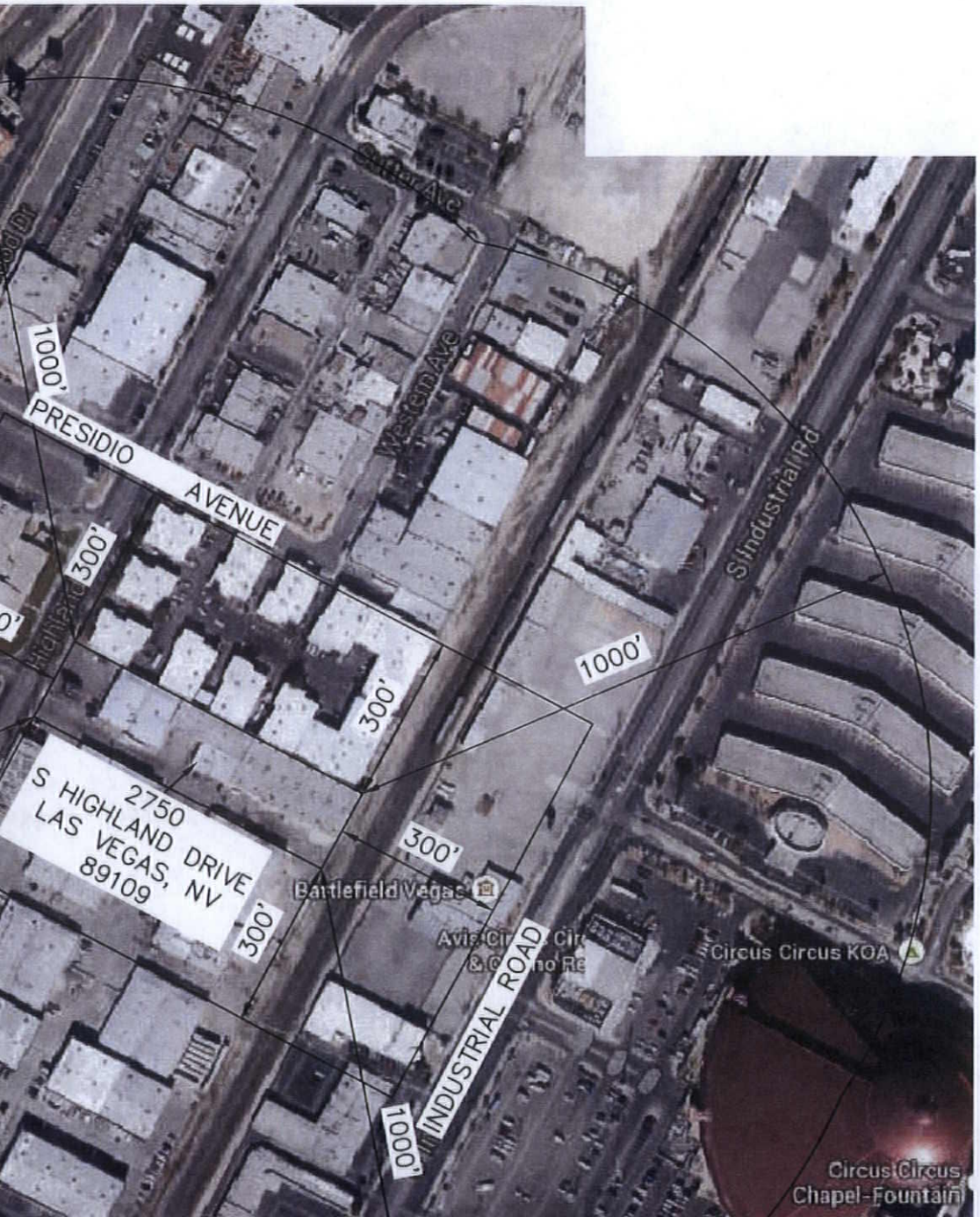
DATE: 07-21-14

SHEET NUMBER: FSECURITY PLAN
A-3

SUP-55313

SEPARATION DISTANCE SURVEY

LAS VEGAS, NEVADA





I, VERLAND K. PIERSON, A PROFESSIONAL LAND SURVEYOR REGISTER
IN THE STATE OF NEVADA, AS AGENT FOR POGGEMEYER DESIGN GROU
INC., CERTIFY THAT:

THIS MAP REPRESENTS THE RESULTS OF A SURVEY CONDUCTED BY M
OR UNDER MY DIRECT SUPERVISION THAT;

NO SCHOOL PROPERTY LINES OR PARCEL LINES ARE LOCATED WITHIN
1000 FEET FROM THE PROPOSED FACILITY PROPERTY LINES;

NO COMMUNITY FACILITIES, INCLUDING CHILD DAY CARE FACILITIES,
PUBLIC PARKS, PUBLIC PLAYGROUNDS, PUBLIC SWIMMING POOLS,
ADOLESCENT AND/OR CHILD RECREATIONAL FACILITIES OR PLACES OF
WORSHIP (CHURCH, SYNAGOGUE, OR PLACE USED FOR RELIGIOUS
WORSHIP OR OTHER RELIGIOUS PURPOSE) PROPERTY LINES OR PARC
LINES ARE LOCATED WITHIN 300 FEET FROM THE PROPOSED FACILITY
PROPERTY LINES.

VERLAND K. PIERSON, PLS

PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
VERLAND K. PIERSON
Exp: 12-31-15
No. 18176
7-21-14

RECEIVED
SEP 0 2 201



SUP-55316 - APPLICANT: INFINITE WELLNESS, INC. - OWNER: NYP CORPORATION
2750 SOUTH HIGHLAND DRIVE, SUITE E

07/31/14



SUP-55316 - APPLICANT: INFINITE WELLNESS, INC. - OWNER: NYP CORPORATION
2750 SOUTH HIGHLAND DRIVE, SUITE E

07/31/14



SUP-55316 - APPLICANT: INFINITE WELLNESS, INC. - OWNER: NYP CORPORATION
2750 SOUTH HIGHLAND DRIVE, SUITE E

07/31/14



SUP-55316 - APPLICANT: INFINITE WELLNESS, INC. - OWNER: NYP CORPORATION
2750 SOUTH HIGHLAND DRIVE, SUITE E

07/31/14

D!G Design Group

July 23, 2014

City of Las Vegas Department of Planning
333 N. Rancho Dr.
Las Vegas, NV 89106

RE: Medical Marijuana Establishment Permit Application Submittal

To Whom it May Concern,

As the architectural design professional, I have determined that our proposed use of marijuana cultivation and wellness center is more intensive and possibly a more hazardous use. The existing 7,070 S.F. single story warehouse is currently designed for S-1. Our proposed use is F-1 cultivation facilities which is more hazardous. Secondly, the cultivation will require a higher level of security. Subsequently, the building will be designed to comply with IBC 2012 and will include a high level of security.

Infinite Wellness anticipates storing chemicals on site that are within the allowable types and quantities of IBC 2012. All odors produced by the facility will be filtered before exhausted to the outside of this building.

Should you have any questions, please feel free to contact me.

Robert Gurdison
Principal
702-768-7779

SUP-55313

City of Las Vegas Nevada
Department of Planning
333 North Rancho Drive
Las Vegas, Nevada 89106

Re: Justification Letter for MME special use permit submittal requirements

To Whom It May Concern,

Infinite Wellness Inc. would like to request the use of 2750 Highland Dr. Unit E Las Vegas, NV. 89109 as a Medical Marijuana Establishment (Cultivation). Infinite Wellness Inc. requests permission to operate from 7am-11pm Sunday-Sunday. Infinite Wellness Inc. will abide by all City, County, and State regulations regarding the compassionate use of Medical Marijuana. At this time Infinite Wellness Inc. is only applying for the Medical Marijuana Establishment (Cultivation) permit in the City of Las Vegas, Nevada. Infinite Wellness Inc. would like to request a waiver to Bill 2015-02 in regards to multiple uses in a building only being other MME's. Currently the company has several bids from state licensed engineers regarding air quality control/ odor control and has received counseling from Oaksterdam University regarding odor control and ozone emissions. Our company has complete support from the owner of the building in regards to our use. Through our efforts there will be no issues with odor.

Very Truly Yours,

_____

Jonathan William Herda, President
Infinite Wellness, Inc.
2750 Highland Drive, Unit E
Las Vegas, NV 89109

SUP-55313 REVISED
RECEIVED 02.05.15

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

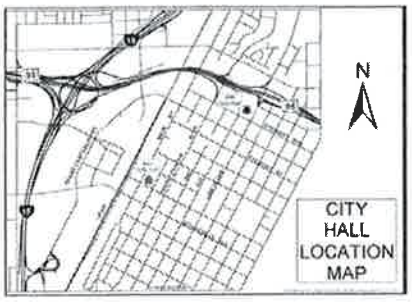
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0001398173 FEB 12 2015

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CITY CLERK

2015 FEB 23 P 3:40

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-55313
City Council Meeting of **03/04/2015**

Case: SUP-55313
16209110022
K E N C O INVESTMENTS L L C
2504 SPRINGBROOK DR
LAS VEGAS NV 89134-7584

103 LRDFNMP 89134

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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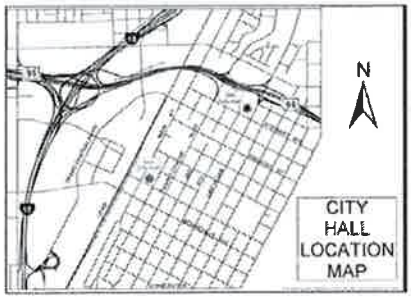
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Please use available blank space on card for your comments.
SUP-55313
City Council Meeting of **03/04/2015**

Case: SUP-55313
16209102009
GARRETT CAPITAL L L C
3790 PARADISE RD #250
LAS VEGAS NV 89169-4640

55 LRDFNMP 89169

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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0001398173 FEB. 12. 2015

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Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55313
City Council Meeting of **03/04/2015**

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2015 FEB 19 A 8:12

Case: SUP-55313

16209202001
N Y P CORPORATION
6120 S TORREY PINES
LAS VEGAS NV 89118-3209

PO LRDFNMP 6316

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y of Las Vegas
fice Of The City Clerk
5 S. Main St., City Hall
Las Vegas, Nevada 89101

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you wish to file your protest or support on this request, check the propriate box below and return this card in an envelope with postage to the fice Of The City Clerk at the address listed above, fax this side of this card (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If u would like to contact your Council Representative, please call (702) 229-05.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

.ease use available blank space on card for your comments.

SUP-55313

Special City Council Meeting of **October 29, 2014**

2861 S HIGHLAND DRIVE L L C
P O BOX 1305
CAMARILLO CA 93011-1305

APN#16209201003

OCT. 20. 2014 1:24PM FLORAL SUPPLY SYND (805) 389-1048 NO. 059 P. 1

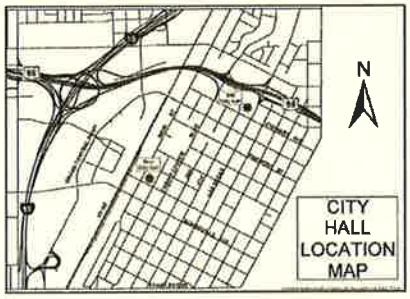
Date 10/20/14 Item 8 Submitted after final agenda

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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MAILED FROM ZIP CODE 89101

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Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55313

Special City Council Meeting of **October 29, 2014**

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2014 OCT 22 A 11:33

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P O BOX 81745
LAS VEGAS NV 89180-1745

APN#16209110032

135 HRDFNMP 89180

Submitted after final agenda

Date 10/22/14 Item 8

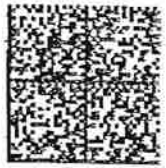
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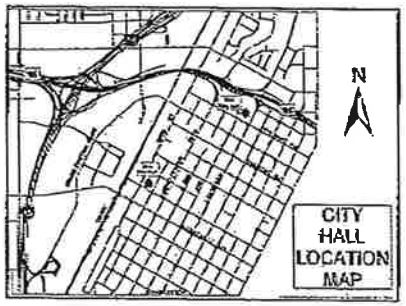
City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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FIRST CLASS



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MAILED FROM ZIP CODE 89101

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55313

Special City Council Meeting of **October 29, 2014**

KHAZAI SHAHRIAR & ISABELA
P O BOX 25879
LOS ANGELES CA 90025-0879

APN#16209202008

94 HRDFNMP 90025

IMPERIAL DESIGN
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10/22/2014 14:16

Memorandum

City of Las Vegas
Office of the City Attorney

To: Carolyn Goodman, Mayor

From: Bryan Scott, Assistant City Attorney

CC: Brad Jerbic, City Attorney
Betsy Fretwell, City Manager
Luann D. Holmes, Acting City Clerk

Date: March 3, 2015

Re: Required Abstention--Medical Marijuana Establishments items 44-55 during the March 4, 2015 City Council Meeting.

Mayor Goodman:

You inquired as to whether you should abstain from considering items related to the approval of medical marijuana establishments' special use permits and/or compliance permits at the City Council meeting scheduled for March 4, 2015. You indicated that your son is a principal in an entity that received approval from the City Council on October 29, 2014 for a medical marijuana establishment within the City of Las Vegas, item number 36, SUP-55275 and item number 37, DIR-56427.

NRS 281A.420(3) provides as follows:

> "3. Except as otherwise provided in this section, in addition to the requirements of subsection 1, a public officer *shall not vote upon* or advocate the passage or failure of, but may otherwise participate in the consideration of, *a matter with respect to which the independence of judgment of a reasonable person in the public officer's situation would be materially affected by:*
> (a) The public officer's acceptance of a gift or loan;
> (b) The public officer's significant pecuniary interest; or
> *(c) The public officer's commitment in a private capacity to the interests of another person."*

NRS 281A.065 defines what the term "commitment in a private capacity of others as follows:

> "Commitment in a private capacity" defined. "Commitment in a private capacity," with respect to the interests of another person, means a commitment, interest or relationship of a public officer or employee to a person:
> 1. Who is the spouse or domestic partner of the public officer or employee;
> 2. Who is a member of the household of the public officer or employee;

Submitted after final agenda

Date 3-3-2015 Item 44-55

3. Who is related to the public officer or employee, or to the spouse or domestic partner of the public officer or employee, by blood, adoption, marriage or domestic partnership within the third degree of consanguinity or affinity;

4. Who employs the public officer or employee, the spouse or domestic partner of the public officer or employee or a member of the household of the public officer or employee;

5. With whom the public officer or employee has a substantial and continuing business relationship; or

6. With whom the public officer or employee has any other commitment, interest or relationship that is substantially similar to a commitment, interest or relationship described in subsections 1 to 5, inclusive."

In light of the above referenced statutes, it is the conclusion of the City Attorney's Office that you should disclose the factual circumstances surrounding your potential conflicts on the record and abstain from the discussions and votes on all items requesting land use approval and/or compliance permit approval for any proposed medical marijuana establishments scheduled for hearings during the City Council meeting to be held on March 4, 2015. Your independence of judgment on any item related to proposed medical marijuana establishments is presumed to be compromised on all such matters since your son, as a principal of a group applying for a medical marijuana establishment with the City of Las Vegas, received approval of a medical marijuana establishment, when a very limited number of medical marijuana establishments authorized by the state of Nevada are available in the City of Las Vegas. A person could argue that because your son's group received approval of a medical marijuana establishment in the City of Vegas, that your independence of judgment as to whether any additional competitors or suppliers should be approved is compromised.

If any of the above-referenced items are abeyed, tabled or withdrawn during the City Council meeting, you may vote on the motion to abey, table or withdraw the item as abeyance, withdrawal or tabling motions are not substantive motions. If any of those items come back to the City Council for rehearing, you will again need to disclose your conflicts and abstain from voting.

For your information, because I have issued this opinion you directing you to abstain from voting on items 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54 and 55 the number of votes necessary to pass the items will be reduced by operation law based upon the provisions of NRS 281A.420(5) and NRS 241.0355(2).

NRS 281A.420(5) provides as follows:

"5. Except as otherwise provided in NRS 241.0355, if a public officer declares to the body or committee in which the vote is to be taken that the public officer will abstain from voting because of the requirements of this section, **the necessary quorum to act upon and the number of votes necessary to act upon the matter, as fixed by any statute, ordinance or rule, is reduced as though the member abstaining were not a member of the body or committee."**

NRS 241.0355(2) provides as follows:

> "NRS 241.0355 Majority of all members of public body composed solely of elected officials required to take action by vote; abstention not affirmative vote; reduction of quorum.
>
> 1. A public body that is required to be composed of elected officials only may not take action by vote unless at least a majority of all the members of the public body vote in favor of the action. For purposes of this subsection, a public body may not count an abstention as a vote in favor of an action.
>
> 2. In a county whose population is 45,000 or more, the provisions of subsection 5 of NRS 281A.420 do not apply to a public body that is required to be composed of elected officials only, unless before abstaining from the vote, the member of the public body receives and discloses the opinion of the legal counsel authorized by law to provide legal advice to the public body that the abstention is required pursuant to NRS 281A.420. The opinion of counsel must be in writing and set forth with specificity the factual circumstances and analysis leading to that conclusion."
>
> . . .

Regarding your abstention, the above-referenced statutes reduce the number of persons voting on the items during the city council meeting to six. The number of votes necessary to pass any motion for the remaining council members is four.

If you have any additional questions regarding any of the above, please feel free to contact me at ext. 6629.

Nevada's Public Medical Education Expansion Plan

Improving Health & Economic Well-Being Throughout Nevada

Las Vegas City Council Meeting

April 1, 2015

Infinite Wellness

Agenda Items #51 and #52

Submitted at City Council
Date 4/1/15 Item 51 + 52
By: INFINITE WELLNESS, INC.

NEVADA SYSTEM OF HIGHER EDUCATION

Nevada's Public Medical Education Expansion Plan

Improving Health & Economic Well-Being Throughout Nevada

Why do we need to expand public medical education in Nevada?

- **Nevada needs more doctors to serve its current, growing, and aging population.** Nevada ranks 48th nationally in the number of primary care physicians per capita[1] and has one of the fastest aging populations nationally. In fact, the U.S. Census Bureau estimates that Nevada's population of persons over 65 will double between 2015 and 2030[2].

- **Nevada's physician shortage will only worsen.** In order to avoid a health care crisis as the state's population approaches 3.7 million by 2030[3], hundreds of additional doctors will need to be trained each year through a coordinated statewide public medical education expansion plan to avoid a health care crisis.

- **Public medical education will drive the state's economy.** Academic medical centers are recognized nationally as among the most important drivers of "innovation based" economies. With an estimated $1.9 billion annual economic impact statewide, and projected support for 12,560 jobs (8,000 in Las Vegas, and 4,560 in Reno) by the year 2030, an investment in the Nevada System of Higher Education's public medical education expansion plan today will help support Nevada's economic growth for years to come.[4]

- **Public medical education strengthens and expands local health care resources.** Public medical education stimulates the development of highly specialized health care services that will allow Nevadans to remain in-state for care. Also, public academic medical centers have a mission to provide needed care to underserved populations throughout their state.

- **Expanding public medical education builds upon the existing investments.** The University of Nevada School of Medicine (UNSOM) is an important and high-quality public educational asset whose thousands of alumni are serving patients and are making life-changing discoveries. However, more doctors and



scientists are needed. Working in close partnership with UNSOM, the UNLV School of Medicine will develop the capacity to serve the health care needs of the Las Vegas metro area as its population grows from nearly 2 million today to more than 3 million by 2030[5].

- **Graduate Medical Education (GME) expansion along with Undergraduate Medical Education (UME) is the best and only solution.** The UNLV School of Medicine will produce additional graduates who will matriculate into expanded publicly sponsored graduate training programs and become practicing physicians. Based on national averages, students who complete both their UME and GME in Nevada have an 80% chance of remaining in the state. Students that only complete GME in Nevada have only a 60% chance of remaining in the state[6]. Both UNSOM and the UNLV School of Medicine will work to add residency programs not currently available in Nevada.

What are the benefits of public allopathic (M.D. - granting) schools of medicine?

- **Lower debt load for students.** Public medical education is funded by a combination of public funding, private donations, and tuition, while private and for-profit medical schools rely on tuition as their primary source of revenue. The average debt of students graduating from public allopathic schools of

Submitted at City Council
4/1/15 Item 51+52
By: Infinite Wellness INC

medicine is $160,000 compared to the $190,000 debt incurred by students graduating from private schools.

- **Public M.D.-granting (allopathic) schools of medicine are research-intensive.** Public allopathic medical schools are the nation's most important sources of the life-saving breakthroughs that measurably improve the health outcomes of chronic diseases and conditions, such as cancer, heart disease, diabetes, Alzheimer's, and Parkinson's disease.

What are the plans for medical education expansion in Nevada?

- With leadership provided by the Nevada System of Higher Education Board of Regents, a Statewide Public Medical Education Expansion Steering Group (SSG) was formed. The SSG, which is chaired by the Chancellor and includes the leaders at UNR, UNSOM, UNLV, and statewide business leaders, has a shared vision for expanding public medical education and research statewide. Both universities have formally joined forces through a statewide approach facilitated by the NSHE to:



◊ **Develop** a separately accredited, full- scale, research-intensive, M.D.-granting (allopathic) medical school at UNLV;
◊ **Strengthen** the UNSOM to allow for a research-intensive program where the majority of UME is accomplished in northern Nevada; and
◊ **Expand** GME residency and fellowships through the continued sponsorship of UNSOM and future sponsorship of the UNLV School of Medicine.



The vision to expand public medical education statewide by establishing a separately accredited, full- scale, research-intensive, M.D.-granting (allopathic) medical school at UNLV, along with continued development of a comparable full-scale, four-year medical school at the UNSOM is a critical opportunity to elevate the state economically and significantly improve health care statewide. The educational mission is to train, lead, inspire, and facilitate new entrants into the health care workforce in Nevada.

Why should I support the expansion of statewide public medical education?

Nevada is unable to meet the current health care needs of its citizens, and the proposed statewide public medical education expansion plan will improve access to high-quality health care throughout Nevada, meet market demand for future physicians, increase the number of medical specialists, generate high-level clinical care and specialty care, attract more high-quality businesses to Nevada, attract fresh revenue, advance the innovation economy, and contribute to the quality of life for all Nevadans.

1. Population estimates are from the U.S. Census Bureau (July 2014) and physician data are from the 2013 Association of American Medical Colleges State Physician Workforce Data Book.
2. U.S. Census Bureau.
3. U.S. Census Bureau.
4. Tripp Umbach Analysis - 2013 Economic Impact of Medical Education Expansion in Nevada
5. Nevada State Demographer's Office, 2014-Nevada County Age, Sex, Race, and Hispanic Origin Estimates and Projections 2000 to 2032.
6. 2013 Association of American Medical Colleges State Physician Workforce Data Book.

University of Nevada School of Medicine

UNLV School of MEDICINE

UNLV School of MEDICINE



Vision

To develop a world-class center for education, patient care, and research that prepares Nevada's doctors with the most innovative and technologically advanced forms of medical training while servicing the health care needs of a diverse and urban population through community partnerships.

The UNLV School of Medicine will:

- Train doctors and specialists who will serve Nevada
- Focus on mental health and addiction, neuroscience, cardiology, cancer, and orthopedics
- Generate a local economic impact of more than $1 billion annually and create 8,000 jobs by 2030

Health Care Challenges

Nevada is currently unable to meet the health care needs of its citizens. The growing population will require more physicians. Las Vegas is the largest U.S. metropolitan area without an M.D.-granting (allopathic) medical school.[1]

- Nevada ranks 48th in the U.S. for number of primary care physicians per 100,000 population.[2]
- Nevada's existing residencies cover less than half of medical specialties.
- Nevada lacks key liver and pancreas transplant programs.
- Nevada is last among all 50 states in the number of psychiatrists per 100,000 population.[3]
- Nevada loses more than $2 billion in health care spending annually to neighboring states.[4]

1. Tripp Umbach Analysis – 2013 Economic Impact of Medical Education Expansion in Nevada
2. Population estimates are from the U.S. Census Bureau (July 2014) and physician data are from the 2013 AAMC State Physician Workforce Data Book
3. Health Workforce in Nevada (2013)
4. Brookings Mountain West SRI report (2011)

Business Plan

The UNLV School of Medicine will have an inaugural class of 60 students starting in Fall 2017. **Public state money will represent only 18 percent of the school's funding sources when it is fully built out.** Strategic partnerships, start-up money from the state, philanthropy, clinical services, research grants, and tuition will combine to fund the UNLV School of Medicine.

Ten-year goals include:

- Producing 100 new physicians each year who will remain in Nevada
- Raising $350 million in philanthropic support
- Generating $4 of non-state revenue for every $1 of state money

Existing and future assets include:

The UNLV School of Medicine will leverage significant existing health care assets within academic, public, and private sectors.

- UNLV's schools of Allied Health Sciences, Community Health Sciences, Dental Medicine, Life Sciences, and Nursing
- Academic Health Center – infrastructure for clinical and scientific research
- Additional clinical research trials for Southern Nevadans
- More state-of-the-art medical technology and equipment

To maximize its value to the community and provide an outstanding foundation for educating medical students, the UNLV School of Medicine intends to partner with:

- Local and regional hospitals
- Veteran's Administration Southern Nevada Healthcare System
- Cleveland Clinic/Lou Ruvo Center for Brain Health
- Nevada System of Higher Education institutions
- Nevada State Health Division



Economic Impact

Beyond improving access to high-quality healthcare in the Southern Nevada region, the UNLV School of Medicine will stimulate the economy.

Estimated long-term economic impacts by 2030 include:

- A total of 8,000 jobs
- Annual economic impact of $1.2 billion
- Approximately $60 million in annual revenue for the state of Nevada

Financing

UNLV has requested nearly $27 million in the 2016/2017 biennium state budget for the new UNLV School of Medicine. State money will be used for start-up and operational costs, such as faculty, staff, lab equipment, information infrastructure, insurance, and maintenance. Funds for capital and academic program development will come from private donations and other revenue sources.

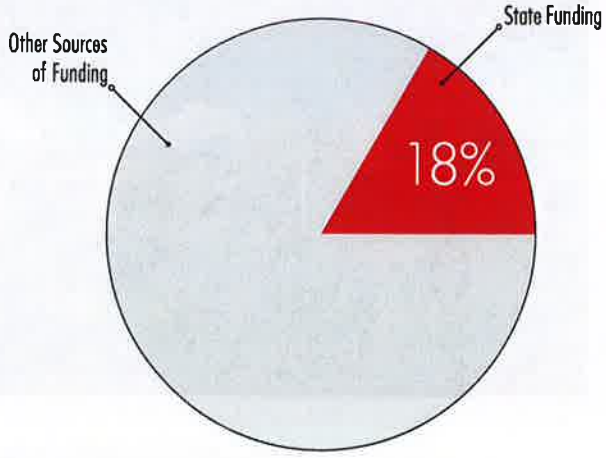
Why a 2017 Start Date?

Fall of 2017 is the earliest the UNLV School of Medicine can launch its inaugural class based on the accreditation process recognized by the U.S. Department of Education.

- The sooner the UNLV School of Medicine starts classes, the sooner the school can develop more doctors and specialists who will be trained to serve Nevadans.
- Postponing the 2017 inaugural class will delay positive financial impact and economic diversification for the state.
- A delay in launching the UNLV School of Medicine will create doubt and confusion among potential donors.
- Any delay of a Fall 2017 inaugural class for the UNLV School of Medicine could be seen as a lack of commitment to the school and endanger the ongoing accreditation process.
- The University California, Riverside originally planned to launch its school of medicine in 2008, but the accreditation agency delayed the opening five years because the California Legislature was unable to dedicate adequate state funds.



Ten-Year Projected Funding Sources (from start of first classes)



Tuition and Fees	$11,620,104
Other tuition and fees	$5,666,090
State Government Funding	$45,000,000
Federal Grants and Contracts	$48,000,000
Practice plan/Clinic	$80,000,000
Hospital services/GME	$50,000,000
Gift Revenue	$8,000,000
Endowment Revenue	$2,000,000
Other Revenue	$3,000,000

University of Nevada
School of Medicine

More Doctors for Nevada:
Reno Campus Expansion

The need

- Nevada ranks poorly in most health indicators with an overall state health ranking of 38th. We must do more to improve health and health care for all of Nevada citizens.
- Nevada ranks 48th nationally in number of primary care physicians per capita.

- The University of Nevada School of Medicine must expand its Reno campus to a full four-year capability, in tandem with the launch of the University of Nevada, Las Vegas medical school, in order to expand the pipeline of Nevada medical students to match Nevada's growth.

- With Nevada's population expected to be "majority minority" by 2020, the University of Nevada School of Medicine is promoting an inclusive physician workforce through an array of pipeline programs. Funding for these efforts is necessary to reach more diverse students.

- The University of Nevada School of Medicine is linking far-flung rural patients with specialty health care through the advanced technology and specialists of Project ECHO. These high-impact programs require increased funding to improve rural health statistics.

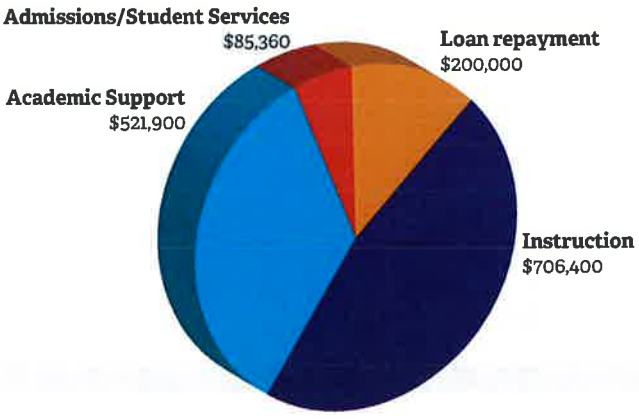
The solution

A full, four-year campus in Reno, new graduate medical education (GME) partnerships in Reno and Las Vegas and expanded outreach to rural communities.

Enhanced funding will support the development of a full four-year School of Medicine campus in Reno, strengthen clinical teaching by community physicians, expand clinical research opportunities and support increased outreach by specialists to rural communities.

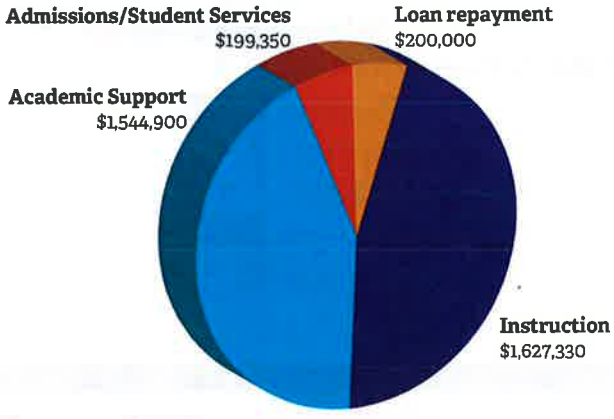
Biennium request for 2015-2016: $1,513,660

**Total instruction and academic support budget: 81%*



Biennium request for 2016-2017: $3,571,580

**Total instruction and academic support budget: 89%*



The impact

- Increase diversity enrollment through pipeline programs
- Higher rate of recruitment of Nevada students
- Improved health care access for Nevadans
- Expanded teaching capacity through Reno community faculty collaborations
- Increased student satisfaction with less family and job disruption with a full four-year Reno campus
- Selective opportunities for specialty teaching and residencies in Las Vegas

More Doctors for Nevada:
Graduate Medical Education

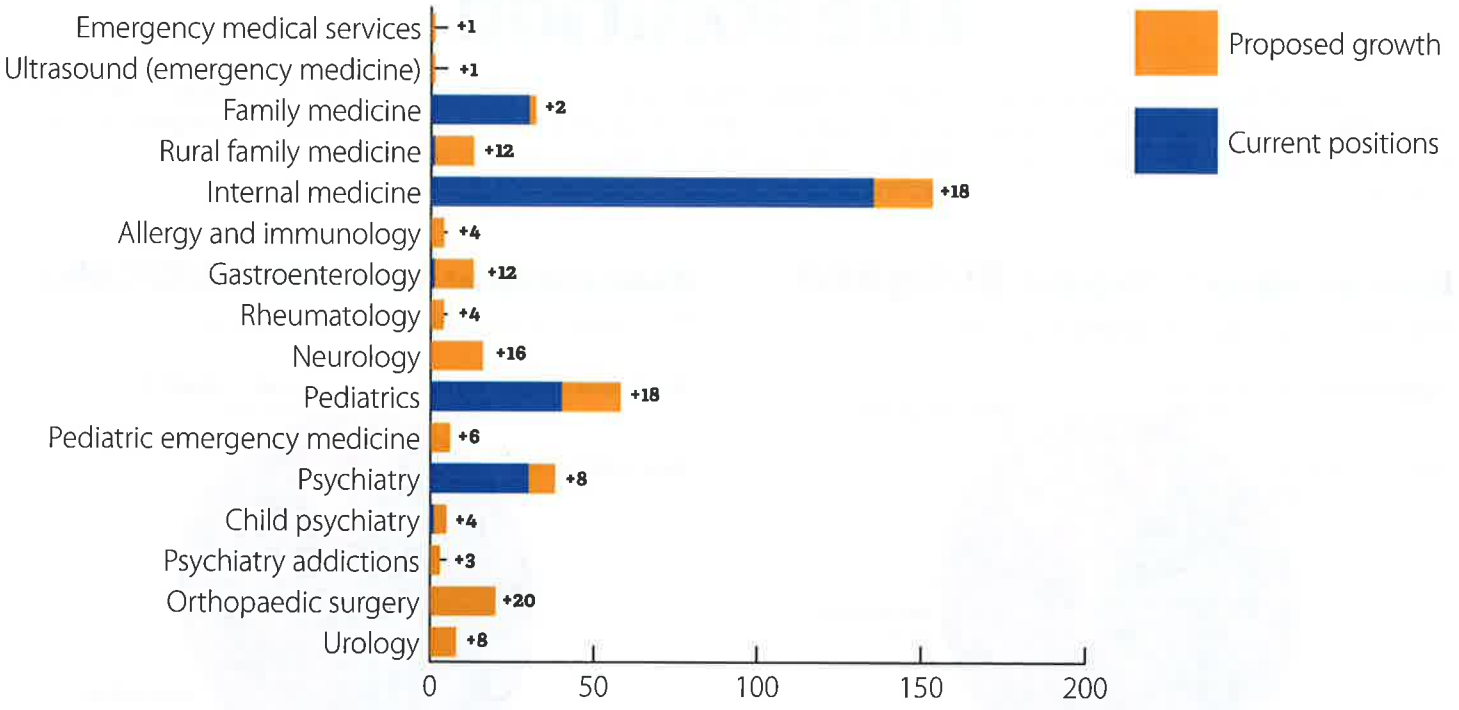
The need

» Graduate medical education (GME) is the phase of primary care or specialty residency training following graduation from medical school. This phase lasts three to five years for residency, plus additional years for fellowship training. GME prepares a doctor to practice in a primary care or specialty field.

» University of Nevada School of Medicine students who graduate from the School of Medicine and complete residency training in Nevada have an 80 percent likelihood of staying in the state to practice medicine. Students who complete residency training out of state have a 40 percent chance of returning to Nevada.

The solution

Collaborating with hospital partners including Renown Health in Reno and MountainView Hospital in Las Vegas, expand and develop new residency and fellowship training programs in specialties most needed in Nevada and most sought by medical students.



The impact

These newly-funded GME positions will be added to the 250 or more new residency positions planned at MountainView Hospital, with which the School of Medicine is the current academic partner, resulting in a total of 680 positions statewide. By funding new and expanded residency and fellowship training programs, more physicians will train and stay in Nevada and elevate both the health and economic status for all who live here.

For more information, visit **moredoctorsfornevada.com** and **medicine.nevada.edu/expansion**.

February 2015

UNLV | School of MEDICINE

VISION STATEMENT

Overview

The University of Nevada, Las Vegas (UNLV) School of Medicine will address the well-identified need to further advance healthcare in Southern Nevada and establish the foundation to meet the demands of a growing and aging population. Las Vegas is the largest urban area in the U.S. without a dedicated, allopathic public medical school and is challenged to provide access to quality healthcare to all of its citizens. The UNLV School of Medicine will create a significant return on investment for the state and will be one of the single greatest achievements at UNLV in terms of benefiting the community by providing access to high-quality healthcare in Southern Nevada, including those medically underserved and diverse populations. The UNLV School of Medicine will capitalize on the strengths of existing academic programs in the schools of Allied Health Sciences, Dental Medicine, Community Health Sciences, Nursing, the College of Sciences, and other health-science related programs throughout the university. We will build from a foundation of excellence – recruiting the best faculty and the best students, applying the same business model we used for the successful launch of the Boyd School of Law. Our objective is to attract, educate and retain doctors committed to practicing in Southern Nevada.

The UNLV School of Medicine will be an innovative center for teaching a diverse group of future Nevada doctors how to work in healthcare teams, apply cutting-edge technology, and develop novel, yet classically-based treatment solutions for diseases of the present and future. The UNLV School of Medicine will be part of a world-class academic medical center that serves the community and works collaboratively with local healthcare institutions and professionals to enhance clinical care for all citizens – including the development of specialized treatment programs – while also developing nationally recognized research programs aimed at preventing, treating and curing diseases. The UNLV School of Medicine will integrate public undergraduate medical education and graduate medical education – or residencies – to cultivate more doctors staying to serve Southern Nevada residents. We will build clinical, education and research programs in cardiology, neuroscience, mental health and addiction, cancer and orthopedics.

Guiding principles:

1. *Selecting and educating students who will stay or return to Nevada to practice and teach.*

2. *Selecting and educating a diverse student body that will understand and value all the cultural aspects of medicine.*

3. *Teaching and demonstrating to students the special needs and healthcare issues of an urban population that includes an unusually large youthful demographic, an increasing number of retirees and a community that hosts approximately 40 million visitors annually, while recognizing and understanding the unique demands of the region.*

4. *Teaching students through problem- and team-based learning so that students understand how to address medical issues with best practices; Educational space will be organized so that interdisciplinary teams study and work together.*

5. *Educating students thoroughly in history taking and physical examination coupled with use of genomic information and advanced technology.*

Academic Curriculum

The UNLV School of Medicine will introduce students to a team-based approach to healthcare that will determine their postgraduate success. Students will learn how to most effectively provide care in conjunction with various types of health professionals including nurses, nurse practitioners, dentists, physical therapists, social workers, occupational therapists, and others in the pursuit of the best patient outcomes and satisfaction at the lowest cost. Certificate training will also be developed for medical students, other health professional students, and community members who want advanced education to supplement their activities. A UNLV School of Medicine education will emphasize the basics of medicine by building on the classic "history and physical exams" approach while employing the most technologically advanced equipment and genomic data. It will address healthcare costs and how patient treatment is impacted by the ever-increasing time demands on physicians and a system that encourages a wide series of tests instead of a thorough analysis of historical and physical stages of treatment. The UNLV School of Medicine will teach the classical thought process for integrating information, making a differential diagnosis, and targeting tests to order. Our students will be fluent in how to use the human genome, information technology, and whatever the next evolution may be, to think through how to make diagnoses and treat diseases. In addition to the usual medical educational content, six specialty programs will be offered as core blocks for all students and over time certificate programs in these areas will be developed that will be open

to healthcare professionals at any level and to the public if they qualify. These areas include:

1. **Community and Public Health** - Most physicians are required to be leaders who can address public health issues as they arise in their communities. This may mean dealing with epidemics, insuring proper immunization of children, educating and explaining public health issues, and even advocating for new laws to protect the public.

2. **Clinical Research** - To assess the newest information for patient care, physicians need to be well versed and understand various clinical research methods. This in-depth knowledge must be incorporated into practice. This program will ensure a physician can do his/her own clinical trials and compile the findings for others to evaluate and incorporate into clinical patient care.
3. **Bioethics** - There are many aspects to understanding the ethics of the healthcare world and some issues are very controversial. Ethical issues can revolve around such things as end-of-life care, human subjects research protection, women's health care issues, and synthetic biology (the production of genetic material from chemical synthesis). Having experts who can help those who need to make decisions in these areas is essential.
4. **Business and Finance** - All medical students need to have a fundamental understanding of business and finance, but some will want to become administrators of their own practice or become part of other types of administrative activities. They will need an in-depth education in many areas that overlap with an MBA program but that might be more geared to a medical field's activities.
5. **Leadership and Community** – All medical students need to prepare to assume leadership roles in their community. This program will further that preparation and teach an understanding of the many not for profit and for profit organizations that support healthcare in our communities. Working with the Greenspun College of Urban Affairs, a program to instill a deep understanding of urban medicine and its role in society will be developed and students will learn the leadership skills necessary to improve these serves.
6. **Mental Health and Addiction** – While psychiatry is a core rotation for all medical students and mental health is taught throughout the curriculum, because this is such an important issue in both Nevada and urban life, it is important to offer a special program that will involve healthcare teams including social workers, nurses, physicians, economists, addiction specialists, and others in the field, to explore all of the options for treatment, management and research into these entities. Particular attention will be given to finding low cost solutions to these problems.

Research

The UNLV School of Medicine will build on areas of current strength and also greatest community need. Current strengths include neuroscience, cardiology, and cancer; the greatest needs are mental health and addiction. For instance, UNLV School of Medicine will develop early research programs that will be coordinated with the Cleveland Clinic/Lou Ruvo Center for Brain Health, whose focus is to care for patients with Parkinson's, Alzheimer's and Multiple Sclerosis, and provide high-level clinical trials research. This can be supplemented by UNLV School of Medicine research, which will develop anonymous genomic profiles of sets of patients with these diseases. Accordingly, this may potentially lead to new clinical trials with drugs that target an individual's actual genetic makeup. Such work is already taking place at UNLV but needs to be expanded. Two other areas of strength at UNLV include radio-pharmacology and computational science with large databases. Additional medical research in these areas would complement the UNLV School of Medicine and be of great value to the medical community.

Medical Community Partnerships

UNLV will work collaboratively with existing Las Vegas institutions to establish our city as a world-class medical destination providing the highest levels of clinical care. Additionally, partnering with key physicians in the community to educate our medical students, medical residents, and fellows will be essential to the future ability of Las Vegas to keep physician graduates practicing in Nevada. Currently, many patients are required to leave Las Vegas for treatment because there are not enough physicians who specialize in various diseases. We will develop programs that are led by faculty with specialties and subspecialties that help fill our widest healthcare voids. For instance, Las Vegas currently has two liver-transplant surgeons practicing at University Medical Center. The surgeons are faculty from the University of Nevada School of Medicine (UNSOM) and they perform kidney transplants, but there is no fully established program to allow them to perform liver and pancreas transplants. Partnering with UMC to supplement this program will benefit the community and increase available services.

Graduate medical education (GME) programs will be developed which will include, at a minimum, all types of primary specialty residencies, and the major subspecialties of internal medicine and pediatrics. In the Las Vegas area, these programs will be built with the administrative support and faculty leadership of the UNLV School of Medicine and with the Partnership of regional hospitals, outpatient facilities and physicians. Planning for these programs will be in 2015.

A new partnership with the VA Southern Nevada Healthcare System will be equally synergistic with shared faculty members, educational, and research programs. Because medical students need to experience all types of medical

practice, UNLV School of Medicine plans to also partner with one or more private hospitals in Las Vegas. Through this business model, the UNLV School of Medicine will not need to build a new hospital – traditionally a huge cost for medical schools – which will save money which may be utilized elsewhere.

Further, we will work closely with UNLV's William F. Harrah Hotel College of Administration and its excellent program on customer satisfaction and customer service. We plan to emulate the Hotel College's standards of quality, service, and excellence and build those values into programs of the UNLV School of Medicine. In this way, we will be positioned to seamlessly become a key part of the medical tourism business proposed for Las Vegas.

Finally, since the inception of the UNLV School of Medicine, we have worked closely with UNSOM to ensure coordination to promote efficient and effective public medical education in Nevada. For example, we have partnered to work on a Clinical and Transitional Research project through the National Institute of General Medical Sciences. We will continue to collaborate with UNSOM to ensure the entire state has the best healthcare possible.

Health-Sciences Library

A key to this education of the future is a next-generation health sciences library consisting of the highest level of technology while remaining high-touch among students, faculty, and librarians. Students and faculty will benefit from a robust, behind-the-scenes computing infrastructure translating to collections of all formats: books, journal articles, videos, and data sets delivered digitally in a cross-platform cloud environment. Physical and virtual learning communities will be created to support evidence-based, interdisciplinary discovery of the latest research information. Physical learning spaces will incorporate multimedia for both exploration and discovery but also in support of the creation of new knowledge. Library experts will be available as guides and teachers to provide research consultation in real and virtual spaces. The library's institutional repository will capture and disseminate scholarly UNLV papers, research and conference proceedings to showcase the intellectual output of its health sciences faculty and scholars for the world to discover and use.

10-Year Goals

The UNLV School of Medicine promises to be a powerhouse academic medical center that will:

- educate and train doctors for urban practice
- be fully accredited
- graduate 60 students a year to start, growing to 120-180
- increase the number of physicians staying or returning to Las Vegas after they complete residency programs
- generate up to $48 million dollars of external research grants and contracts per year

- recruit 120 new faculty physicians and scientists
- generate 5,300 new jobs by 2025, growing to 8,000 jobs by 2030
- generate an economic impact of $800 million per year by 2025, growing to $1.2 billion by 2030
- generate $4 of non-state funds for every $1 of state funds
- secure $350 million of philanthropic support

Summary

Nevada is unable to meet the current healthcare needs of its citizens and Las Vegas is the largest urban area in the U.S. without a public medical school. Southern Nevada needs a top-tier academic medical center with a locally managed school of medicine as part of the business model. The UNLV School of Medicine will improve access to high-quality healthcare in Southern Nevada, increase the number of medical specialists, and generate high-level clinical care and specialty care. It will expand the medical expertise in the community and increase the number of doctors and trained specialists who are committed to serving the region. The UNLV School of Medicine also will provide access to medically underserved and diverse populations. The accompanying academic medical center will serve as the core infrastructure for the entire medical community and generate top quality research that spans basic science and clinical research.

University of Nevada
School of Medicine

Thomas L. Schwenk, M.D.
Professor of Family Medicine
Dean, School of Medicine
Vice President, Division of Health Sciences

A Vision Statement
The University of Nevada School of Medicine

November 2014

Introduction

The University of Nevada School of Medicine (UNSOM) is entering what could be considered its third major phase of development, and perhaps its most exciting and positive phase. The first phase, from its founding until the late 1990s, was characterized by full teaching programs based in Reno for a small class, moderately-strong support from community physicians, and outreach to rural Northern Nevada.

The second phase focused on expansion of the class size from 40 students/class to about 60. This expansion required the development of new clinical teaching capacity for 3rd and 4th year students in Las Vegas at the University Medical Center (UMC). As the only public medical school in Nevada to this point, UNSOM attempted to fulfill its mission to serve the entire state but was not entirely successful. In particular, significant political conflict, exacerbated by the state's economic decline, detracted from UNSOM's stability, growth and success.

UNSOM is now entering its third phase of development, with greater clarity regarding its role and position in the state, and greater congruence between its mission and structure. The history of public medical education in Nevada to this point is characterized by uncertainty regarding how UNSOM is positioned, where it is located, its academic and geographic home and how it serves the entire state. These uncertainties are now in the process of resolution.

Vision

The result of several major affiliations and events occurring over the past year is that UNSOM will develop as a research-intensive, primary care- and community-based school of medicine in Reno with a full, four-year campus serving a class size of 70 for the next several years. The long-term determination of class size will depend on many demographic, economic and political factors that cannot be predicted at this time. UNSOM will support 3rd and 4th year student teaching in Las Vegas at a markedly reduced level, but a level that takes maximal advantage of the special educational experiences and residency exposure available in Las Vegas. UNSOM will develop new residency and fellowship training opportunities in Reno and partner with hospitals in Las Vegas to develop new residency and fellowship training programs.

The current student teaching capacity is split roughly 1/3 in Reno and 2/3 in Las Vegas; the split will more than reverse over the next 5-6 years such that a minority of clinical teaching will occur in Las Vegas. For example, approximately fifty student FTEs receive their clinical training in Las Vegas currently; this capacity will decline to about 10-20 FTEs by 2020. The continued

student teaching presence in Las Vegas is important for both quantitative and qualitative reasons; the clinical teaching in Las Vegas at UMC provides diverse urban patient populations and experiences that complement the experience in Reno and provides a superlative educational experience.

The new affiliations in both Las Vegas and Reno described below have opened up opportunities for the creation of an innovative and special school of medicine based in Reno. UNSOM will become more clearly identified as a major component of UNR that is firmly based in Reno, but with continued collaboration in residency training throughout the state and a renewed commitment to rural outreach. Three major events provide the foundation for these new opportunities to fulfill UNSOM's vision and mission to serve the region and the state from a strong platform in Reno.

Three Events

The first event is a Memorandum of Understanding (MOU) signed by leaders of NSHE, UNR, UNLV and UNSOM, followed by a First Amendment. The MOU and First Amendment together describe and support the launch of a school of medicine sponsored by UNLV, with an equal and reciprocal endorsement for the development of UNSOM as a full school of medicine based at UNR in Reno. It is recognized as well that UNSOM has a near-term responsibility to continue to sponsor all residency and fellowship (GME) programs in the state, and a long-term responsibility to continue these sponsorships in Reno, and to coordinate GME programs in Las Vegas with UNLV.

The second event is a proposed affiliation agreement with the Renown Health system. This agreement has recently been approved by the Renown Health Board of Trustees, including a major financial commitment. The agreement creates a platform for new teaching and clinical programs, which will be brought to the Board of Regents for approval as developed, with the following proposed programs and expected outcomes:

- A new department of neurology integrated with the Renown Institute of Neurosciences, including integrated leadership of the two entities by a single academic neurologist who would serve as department chair and institute director.
- Integrated leadership of the UNSOM Department of Pediatrics and Renown Children's Hospital by a single academic pediatrician who would serve as department chair and pediatrician-in-chief.
- The recruitment of several pediatric subspecialists providing clinical services not currently available in Reno.
- Development of new residency training programs in neurology and pediatrics and other possible new fellowship programs, resulting in an increase from 110 to 140 residency and fellowship positions.
- Expansion of new clinical teaching capacity for 3rd and 4th year medical students, in particular in surgery, obstetrics-gynecology, emergency medicine and neurology, so that roughly three-fourths of the entire class can be accommodated in Reno if desired.

    - The recruitment of a substantial number of new community physicians to serve as clinical teachers.
    - The creation of an Office of Community Physician Faculty Engagement to be housed at Renown and funded by UNSOM.
    - The development of full teaching capabilities must be completed by 2019 or 2020 at the latest as the UNLV School of Medicine develops its clinical teaching needs in Las Vegas, but in practical terms much earlier so to fully develop and evaluate the clerkships.
- Continuation of the overall medical school class size of 70 students consistent with high-quality clinical teaching capacity described above.
- A long-term assessment of state needs and financial and educational resources to determine future class size in 2022 and beyond.
- Integrated physician and administrative leadership of the affiliation.
- Creation of a new position of Director of Medical Education at Renown Health.
- The development of new and expanded affiliations in clinical and translational research with the intent to build a clinical research portfolio of external grant funding of $10M/year, to complement the current biomedical research portfolio of $25M/year.
- Exploration of a new medical education building on the Renown Regional Medical Center campus.
- The initial commitment by Renown Health of $5M over the next 3 years to stimulate the launch of many of these initiatives, particularly the recruitment of pediatric subspecialists, the Director of Medical Education, physician and administrative leadership for the affiliation, and support of the new integrated leadership in pediatrics and neurology.

The third event provides a platform for UNSOM's role as a continued partner in the development of teaching programs in Las Vegas, in part to expand the overall GME opportunities in the state, and in part to secure a small base of student clinical teaching. This will be accomplished through a recently-signed MOU between UNSOM and MountainView Hospital, a large, successful HCA hospital in Las Vegas that primarily serves a Medicare population. The agreement commits to developing a large set of primary care and specialty residency and fellowship programs with UNSOM affiliation. The total complement of training programs is likely to eventually be larger than the current set of programs based at UMC in Las Vegas. The eventual partnership of UNSOM and UNLV with Las Vegas hospital GME programs is under the control, to a considerable extent, of the hospital owners and governance.

Financial Support

The financial support necessary to achieve this goal will require commitments by the state, Renown Health (the first phase of which is described above), and donors. All three are critical to take full advantage of the opportunities afforded by these affiliations. No combination of any two sources will be sufficient to achieve the maximal value because each source is specific to certain needs. The lack of full funding of this expansion by the state will result in a longer, slower and less comprehensive development of the resources necessary to be fully successful.

If all three funding streams are secured, Northern Nevada can expect to see, over the next 5 years, the development of a robust academic medical center that will have new clinical services not now available in Reno, new teaching programs for both students and residents that will produce new primary care physicians, new outreach programs to bring new expertise to the Northern Nevada community, and new clinical research programs that will bring visibility to Reno and improve clinical practice. These outcomes will be supported by the following specific tasks:

- Recruitment of two distinguished academic physicians each year for 5 years (10 total), in areas of potential collaboration with current research and clinical programs such as neurosciences, cognitive disorders, endocrinology and diabetes, microbiology and infectious diseases, and gastrointestinal physiology and smooth muscle function.
- Development of new residency programs in Pediatrics and Neurology as described above.
- Development of a fellowship in headache and pain management.
- Restructuring of the Internal Medicine residency program so as to enhance academic quality.
- Stabilization of the medical school class size at 70 students/year.
- The creation of an Institute of Clinical and Translational Research to support the above activities, including space renovation, informatics and computer capabilities, research assistants, and biostatistics expertise.
- The development of a training program, Master's degree or equivalent (possibly linked with the current Master's of Public Health degree) to train physicians in clinical research skills.
- The initial planning for a new medical education building to be built on the Renown Regional Medical Center campus, with signage to indicate the co-branding of Renown Health and UNSOM, as well as highlighting the possible re-naming of UNSOM.

Ten-Year Outcomes

The expected 10-year outcomes of these major events and partnerships include the following:

- Development of a full four-year medical school campus in Reno with expanded biomedical and clinical research programs, major hospital affiliations, community-based teaching, and a focus on training primary care physicians,
- Support of a class of 70 medical students/year, a majority of which will be Nevada residents, but will also include an expanding catchment of students who are children of alumni, have Nevada connections, or live in contiguous areas,
- Creation of 50 new residency positions in Reno (neurology, pediatrics and family medicine), and partnerships with hospitals in Las Vegas that will create 150 new residency positions in primary care and specialty disciplines,
- An increase in total federal and external research funding from $25M/year to $35M/year, based in considerable part on expanded clinical research programs,
- Recruitment and training of 100-150 new volunteer community physician faculty members, primarily to support the development of full required clinical clerkships in Reno,

- Generation of 4,560 new jobs by 2030, primarily through expanded research and clinical programs, the latter in partnership with new hospital affiliations,
- Generation of an economic impact of $684M by 2030,
- Generation of $4 in non-state revenue for every $1 of state funds invested.

Conclusion

After 15 or more years of political and economic stress, weak hospital and community physician affiliations, and multiple leadership changes, UNSOM is now poised to become the Reno-based school of medicine with statewide influence it was intended to be, and needs to be, to serve Northern Nevada and the entire state. UNSOM now has the affiliations, political support, vision, leadership and clinical platform to contribute to a significant and long-term enhancement of the quality of health and health care, the quality of life, the quality of the business environment and the success of Northern Nevada.

NSHE Legislative Priorities &
2015-2017 NSHE Budget Summary - General Fund

	NSHE Request		Executive Budget	
	2016	2017	2016	2017
The Base Budget	*(millions)*	*(millions)*	*(millions)*	*(millions)*
• Furlough restoration, including benefits	$10.27	$10.27	$10.27	$10.27
• Professional Merit & Classified Step Increases, including benefits	$14.19	$26.73	$2.13	$4.05
• Change in Weighted Student Credit Hour (WSCH) FY14 over FY12 – Case Load Growth	$12.78	$12.78	$12.17	$12.17
• Performance Pool - Formula Budgets	10%	15%	10%	15%
Enhancement Request				
• $5 increase per WSCH – reinvest in higher education	$12.88	$12.88	$0.00	$0.00
• DRI: Percentage increase in the $5 WSCH applied to DRI formula step percentages	$0.12	$0.12	$0.00	$0.00
• Bridge funding for GBC and WNC	$2.60	$2.35	$0.00	$0.00
• Bridge funding for DRI	$0.35	$0.35	$0.00	$0.00
• UNLV Boyd Law School	$1.50	$1.50	$1.50	$1.50
Public Medical Education Expansion				
• UNLV Medical School Start-Up Funds	$7.10	$19.57	$1.20	$7.10
• UNSOM Undergraduate Medical Education Expansion & ECHO	$1.51	$3.57	$0.24	$1.73
• Residency and Fellowship Expansion (GME)	$2.43	$7.45	$0.00	$0.00
• One-Time Appropriation for Medical Education Technology	$0.58	$0.73	$0.00	$0.58
Fiscal Impacts – Other State Budgets and Interim Activity				
• Knowledge Fund	$10.00		$5.00	$5.00
• Workforce Development Fund	$6.00		$0.00	$0.00
• STEM Workforce Challenge Grant Program	$3.50		$1.00	$2.00
• Need-based financial aid	$5.00		$0.00	$0.00
• Enhance Millennium Scholarship funding to cover 15 credits	$5 to $6.5		$0.00	$0.00
• Graduate Medical Education (Governor's Blue Ribbon Task Force)	n/a		$5.00	$5.00
• College and Career Readiness (NV Dept of Education)	n/a		$3.00	$5.00
Capital Improvement Program				
• HECC/SHECC (deferred maintenance)	$15.00		$15.00	
• Hotel College Academic Building				
-Requested - 60% state/ 40% UNLV - full buildout = $52.1M	$31.30			
-Governor's Recommendation - 50%/50%; FFE deferred to FY 2018 full delegation to UNLV			$24.65	

NEVADA SYSTEM OF HIGHER EDUCATION
2015 Capital Improvement Program Proposals

AppID SPWB	Institution	Project Title	2015 Priority Rec	Approved by BOR 6/12/14 SPWB Cost Estimates as of 8/12/14 State	Other	Total	Executive Budget Recommendations State
Two Percent Replacement Value Projects							
Priority #1 Deferred Maintenance Projects by Institution							
5226	CSN	Mechanical Projects	1-A	$ 5,818,796	$ -	$ 5,818,796	
5329	DRI	SNSC HVAC Heat Pump and Piping Replacement	1-A	$ 2,686,616	$ -	$ 2,686,616	
5219	GBC	Paving and ADA Access Improvements	1-A	$ 1,496,912	$ -	$ 1,496,912	
5497	NSC	Building Renewal/Laboratory Build Out and Conversion	1-A	$ 618,824	$ -	$ 618,824	
TBD	NSHE SA	Reno Office Structural Repair Planning	1-A	$ -	$ -	$ -	
5242	TMCC	Red Mountain Building Envelope Restoration	1-A	$ 3,061,770	$ -	$ 3,061,770	
5447	UNLV	Carlson Educational Building Infrastructure	1-A	$ 7,350,771	$ -	$ 7,350,771	
5044	UNR	Lincoln Hall Building Renovations	1-A	$ 4,000,000	$ -	$ 4,000,000	
5489	WNC	Aspen Building HVAC Renovation	1-A	$ 494,321	$ -	$ 494,321	
Priority #2 Deferred Maintenance Projects by Institution							
5330	DRI	Maxey Science Center Fume Hood Replacement	1-B	$ 1,109,696	$ -	$ 1,109,696	
5409	GBC	Leonard Center (Community Center) and Theater HVAC Upgrade	1-B	$ 809,684	$ -	$ 809,684	
5454	TMCC	Red Mountain Building Mechanical Shaft Fire Protection Assessment and Code Renovations	1-B	$ 295,911	$ -	$ 295,911	
5448	UNLV	Frank and Estella Beam Building Infrastructure Improvement and Capital Renewal, Phase I	1-B	$ 6,314,853	$ -	$ 6,314,853	
5223	UNR	Replace Multiple Chillers	1-B	$ 2,459,065	$ -	$ 2,459,065	
5491	WNC	Pinion Hall HVAC Replacement	1-B	$ 321,483	$ -	$ 321,483	
Priority #3 Deferred Maintenance Projects by Institution							
5331	DRI	Power Quality Improvements - 25 kV Feed (Reno)	1-C	$ 357,356	$ -	$ 357,356	
5389	GBC	Berg Hall HVAC	1-C	$ 419,459	$ -	$ 419,459	
5274	TMCC	Vista Building and Child Center HVAC Renovation	1-C	$ 2,736,876	$ -	$ 2,736,876	
2449	UNLV	Campus Water Line Replacement and Building Isolation Valve	1-C	$ 569,759	$ -	$ 569,759	
5210	UNR	4kV Electrical Distribution System Replacement, Phase II	1-C	$ 9,072,789	$ -	$ 9,072,789	
5490	WNC	Sage Hall HVAC Replacement	1-C	$ 135,531	$ -	$ 135,531	
Other Deferred Maintenance Projects by Institution							
5217	GBC	McMullen and Lundberg Hall Roof Replacement	1-D	$ 846,446	$ -	$ 846,446	
5248	UNR	Roofing (Roof Replacement for Nine Buildings)	1-D	$ 2,532,379	$ -	$ 2,532,379	
5224	UNR	Replace High Temperature Hot Water Lines	1-D	$ 1,755,927	$ -	$ 1,755,927	
		Total, Two Percent Projects		**$ 55,265,224**	**$ -**	**$ 55,265,224**	
2015 Proposed CIP Projects							
5222	CSN	Cheyenne Campus Renovation	2	$ 14,322,054	$ -	$ 14,322,054	
5332	DRI	SNSC Phase III Facility Project Planning	6	$ 4,593,934	$ -	$ 4,593,934	
5212	GBC	Welding Lab Expansion	4	$ 3,503,305	$ 600,000	$ 4,103,305	
5479	NSC	Water Tower	8	$ 10,281,262	$ -	$ 10,281,262	
5384	TMCC	IGT Applied Technology Building Renovation Completion	3	$ 2,765,368	$ -	$ 2,765,368	
5441	UNLV	Hotel College Academic Building Construction and FF&E	1	$ 31,263,784	$ 20,842,522	$ 52,106,306	$ 24,652,175
5123	UNR	Planning for new Engineering/Science Building	7	$ 5,685,773	$ -	$ 5,685,773	
5481	WNC	WNC Campuses ADA Life Safety Retrofit Barrier Removal	5	$ 844,929	$ -	$ 844,929	
Other CIP Projects For Consideration							
5225	CSN	Henderson Campus Renovation		$ 1,259,066	$ -	$ 1,259,066	
5333	DRI	Boulder City Laboratory Renovation		$ 1,203,924	$ 240,000	$ 1,443,924	
5482	NSC	Dawson Building Remodel		$ 5,490,806	$ -	$ 5,490,806	
5442	UNLV	Shadow Lane Campus Nursing and Physical Therapy Building: Limited Interior Planning and Site Preparation/Limited Construction		$ 314,366	$ 850,000	$ 1,164,366	
5487	WNC	Aspen Chem (and Cadaver Lab) ADA Remodel		$ 1,367,674	$ -	$ 1,367,674	
5488	WNC	Wurster Building Addition		$ 2,976,026	$ -	$ 2,976,026	
		Total, 2015 Proposed CIP Projects		**$ 85,872,271**	**$ 22,532,522**	**$ 108,404,793**	
Statewide Deferred Maintenance							
	NSHE	Deferred Maintenance, HECC/SHECC Projects		$ 10,000,000	$ 5,000,000	$ 15,000,000	
		Total, Statewide Deferred Maintenance		**$ 10,000,000**	**$ 5,000,000**	**$ 15,000,000**	$ 15,000,000
		Total, 2015 CIP Projects				**$ 178,670,017**	**$ 39,652,175**

Hotel College Academic Building notes:
Amount included in the Executive Budget does not include FF&E.
State GF amount in the Executive Budget includes $500,000 included in the UNLV operating budget.



STATEWIDE PLAN FOR PUBLIC MEDICAL EDUCATION EXPANSION

NOVEMBER 14, 2014

NEVADA SYSTEM OF HIGHER EDUCATION 1865

University of Nevada
School of Medicine

UNLV School of MEDICINE

EXECUTIVE SUMMARY

Vision: Achieving a Healthier Population and Stronger Economy in Nevada

In September 2013, the Nevada System of Higher Education (NSHE) Board of Regents Health Sciences System (HSS) Committee made the bold move to identify the critical need to expand public medical education in the state of Nevada. A cornerstone of this initiative stressed the vital importance and significance of coordination and collaboration among the System's university presidents to build on this idea. Shortly after, the Board of Regents (BOR) directed Chancellor Daniel Klaich to work with the leadership of the University of Nevada Las Vegas (UNLV), University of Nevada, Reno (UNR), and community business leaders in a Statewide Public Medical Education Expansion Steering Group (SSG) to develop a collaborative and comprehensive plan for public medical education expansion in Nevada.

After more than a year of planning and coordination, the BOR approved of a statewide public medical education expansion plan focused on the elements required to support two separately-accredited, fully-developed, and financially sustainable schools of medicine. Both universities have formally joined forces through a statewide approach facilitated by the NSHE to:

- **Develop** a separately accredited, full-scale, research-intensive, M.D.-granting (allopathic) medical school at UNLV;
- **Strengthen** the University of Nevada School of Medicine (UNSOM) to allow for a research-intensive program where the majority of Undergraduate Medical Education (UME) is accomplished in northern Nevada; and
- **Expand** Graduate Medical Education (GME) residency and fellowships through the continued sponsorship of UNSOM and future sponsorship of the UNLV School of Medicine.

The vision to expand public medical education statewide by establishing a separately-accredited, full-scale, four-year M.D.-granting (allopathic) medical school at the UNLV, along with continued development of a comparable full-scale, four-year medical school at the UNSOM presents a critical opportunity to elevate the state economically and to significantly improve health care statewide. The educational mission is to train, lead, inspire, and facilitate new entrants into the health care workforce in Nevada.





Need: Support for the Statewide Medical Education Expansion Plan

1. Nevada Needs More Doctors

In 2012, Nevada ranked 46th out of 50 states in the number of physicians per 100,000 population and 48th in the United States in the number of primary care physicians per 100,000 population.[1] These numbers illuminate an immediate opportunity to improve quality of care issues which are ever-present in the Nevada health care economy that will, in turn, support growing economic development and diversification of this significant sector.

2. Nevada's Health Care Infrastructure Lags Far Behind Population Growth

Nevada reached a current population figure of 2.8 million as of July 8, 2014, and the population is expected to grow to nearly 3.7 million by 2030.[2] This increase in population will further stress the state's already over-capacity health care infrastructure. The limited class-size capacity at UNSOM, growing physician shortages, projected population growth, complex state and federal health care reform, aging physician workforce, and physician work hours cumulatively present ongoing challenges to the Nevada physician workforce.

Nevada is in a challenging position to support the current health care needs of its citizens today, and, as well, in projecting future needs with anticipated population increases. This position requires additional infrastructure to meet these demands. Dramatically increasing the supply of Nevada-educated physicians via simultaneous expansion of medical education and GME programs is one way to increase access to quality health care options for its citizens.

PUTTING IT IN PERSPECTIVE — THE SCHOOL OF DENTAL MEDICINE AT UNLV DELIVERED

For instance, to address the chronic lack of dentists in Nevada, the University of Nevada Las Vegas School of Dental Medicine (UNLV SDM) was developed in 2001. Currently, Nevada is above average in dentists per capita (100,000 population) from an increase of 55% in 2000 to 96% in 2014. In other words, the creation of the UNLV SDM did in fact deliver to provide Nevadans with more dentists.

1 Population estimates are from the U.S. Census Bureau (July 2014) and physician data are from the 2013 AAMC State Physician Workforce Data Book.

2 U.S. Census Bureau.

3 http:// brookings.edu/research/reports/2013/07/01-healthcare-metro-monitor

4 http://www.diversifynevada.com/uploads/studies/2012_NVGOED_StatePlan_Full.pdf

5 Brookings Mountain West SRI Report (2011) and Brookings Mountain West Mountain Monitor: Tracking Economic Recession and Recovery in the Intermountain West's Metropolitan Areas (2013).

6. Tripp Umbach Analysis-2013 Economic Impact of Medical Education Expansion in Nevada

3. Public Medical Education Expansion Will Strengthen the Health Care Economy

The health care economy is the fastest growing sector in the U.S. today, and Nevada stands to benefit from this reality.[3] In fact, the health care sector is listed as one of the top priorities in the most recent Nevada State Economic Development plan.[4] As a timely and strategic focus on improved quality of care and access to health care services is pursued, a congruent pathway of economic and workforce development opportunities will emerge for the state and its citizens.

Within this context, it is important to note that public medical education expansion has the potential to become a centerpiece asset, with dynamic abilities to leverage existing health care investments consisting of the hospitals, clinics, labs, and diagnostic centers throughout urban and rural Nevada. The impact for greater learning and community health services through such a concerted effort is immense. This enhanced coordination between health care assets will also stimulate the development of new infrastructure to meet the needs of the existing and burgeoning patient population, with a special ability to focus on the underserved populations throughout the state.

Providing a statewide public medical education program will have a direct positive economic impact on Nevada's economy. As identified in a recent Brookings Mountain West/SRI Report[5], more than $2 billion in health care spending annually "leaks" out of Nevada and is spent in neighboring states. In addition, Las Vegas has the smallest share of its economy tied to health services in comparison to any of the other top 100 U.S. metropolitan areas. **Las Vegas is also the largest U.S. metropolitan area without an M.D.-granting (allopathic) medical school.** Strong academic medical centers have the ability to develop needed programs and services within the state, thereby reducing the number of persons who must leave the state for highly specialized care. In addition, successful academic medical centers such as the UCLA Medical Center serve as magnets for patients from neighboring states, which adds millions of fresh dollars to California.

Las Vegas is also the largest U.S. metropolitan area without an M.D.-granting (allopathic) medical school[6].

Plan: Guiding Principles of the Statewide Public Medical Education Expansion Plan

The following principles and commitments will guide the development of public medical education expansion in Nevada:

- **Programs and Facilities:** Decisions regarding the development of future medical education programs and facilities will be made with input from both the UNSOM and the UNLV School of Medicine in order to serve the fundamental mission of improving health and health care throughout the state of Nevada. Facility planning will be based on needs assessments of the short- and long-term space requirements which will be needed to support programmatic expansion.
- **Faculty:** Joint faculty appointments that benefit the joint teaching and/or research enterprises of UNSOM and UNLV School of Medicine will be encouraged.
- **Students:** All NSHE teaching institutions will collaborate closely to develop notably productive and high-yield pipeline programs that will increase the size of the applicant pool for both UNSOM and the UNLV School of Medicine, especially among under- represented and educationally underserved student populations.
- **Residency, Fellowship, and GME:** Medical students from both UNSOM and the UNLV School of Medicine will be encouraged to apply to all GME programs in Nevada.
- **Research:** A major benefit of having two academic medical institutions in the state is the potential for collaboration in research. The BOR will provide appropriate policies that encourage and facilitate collaborative research, including grants, administration policies, financial management, and joint faculty appointments.
- **Administration:** A high priority will be given to minimizing duplication of administrative structures and maximizing efficiency in infrastructure costs.

Plan: Specific Institutional Plans to Achieve a Common Statewide Goal

UNSOM Expansion

UNSOM Class Size
UNSOM will continue its development as a research-intensive, primary care-focused school of medicine in Reno. UNSOM will maintain a full, four-year campus with a class size of 70 students. Through its continued collaboration in residency training throughout the state and a renewed commitment to rural outreach, UNSOM will selectively strengthen the training of medical students in their third- and fourth-year in Las Vegas, initially for UNSOM, and eventually primarily for UNLV School of Medicine students. Under this plan, the most appropriate and highest quality teaching and clinical affiliations will be located strategically throughout the state. This structure provides the greatest value for taxpayers and the highest level of synergy in using statewide resources in the most efficient fashion.

UNSOM Facilities
To complete training for students in their third and fourth year in Reno, clinical clerkships will need to significantly expand in partnership with community faculty at Renown Regional Medical Center in Reno as well as with other teaching partners. In Las Vegas, it is necessary for the expansion of facilities to accommodate training for third- and fourth-year students, which will include leasing additional space primarily for GME at MountainView Hospital. The expansion efforts will allow students to conduct their entire four-year education in Reno, with selective experiences and electives in Las Vegas for a minority of students, which will allow students to gain exposure to urban underserved clinical experiences.

Simulation Centers in Reno and Las Vegas will require growth in personnel since they are critical components of the UME and GME educational experience. The growth in the use of the multi-institutional Simulation Center in Las Vegas will require a Medical Director and coordinator for the education/simulation center activities.

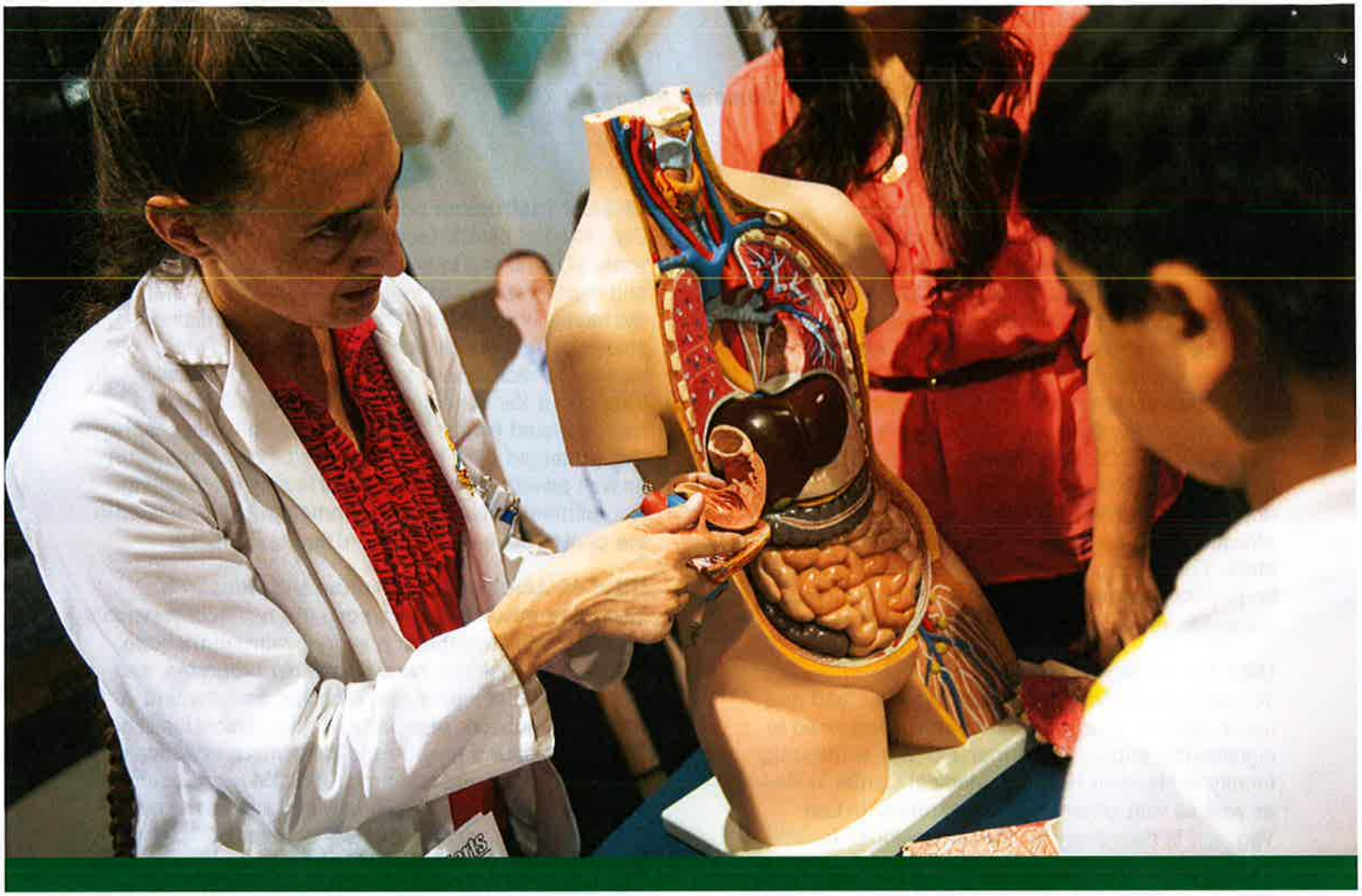
UNSOM Instruction and Faculty
Expansion of clinical faculty is required to teach all four-years in Reno and to selectively strengthen the third- and fourth-year in Las Vegas, initially for UNSOM, and eventually primarily for UNLV School of Medicine students. To have all four years of UME in Reno, significant recruitment and investment in clinical faculty throughout the school and community will need to be completed for the block sessions.* It is necessary that protected time is provided for block coordination as well as recruitment of clinical faculty for teaching. Recruitment of faculty will commence in FY14-15 with the goal to have them on board during FY15-16.

UNSOM Academic Curriculum and Research
UNSOM's mission is to improve the health of Nevada's diverse population through an innovative curriculum, competitive residency and fellowship programs, and world-class biomedical research that complement a statewide network of urban and rural clinical facilities. Through targeted growth and investment in education, clinical services and research, UNSOM is a resource for improving health care regionally and across the country. The faculty clinical practices will be expanded, as will innovative collaborations with community physicians in both Reno and Las Vegas, to further fulfill the needs of patients in these diverse communities.

The Office of Statewide Initiatives will continue to expand the use of telehealth, which is used by physicians to service the rural community through Project ECHO. Project ECHO provides specialty care to the rural communities, minimizing the need for rural patients to travel long distances to obtain the care they need.

UNSOM Student Services
The continued recruitment of 70 primarily in-state students by UNSOM will require substantial investment in the pipeline (student pool), including marketing, recruiting, and admissions. Matriculation of a new class will require increased staffing of the current pipeline, recruitment, and admissions offices starting for the 2015-16 recruitment season. UNSOM will also require additional funding for student services (academic support, financial aid, and enrollment) as well as advisement, and career development.

* Block sessions are periods of time through the academic year ranging from 4-12 weeks where students study different systems within the body and are led by block directors.



UNSOM's Community Partnerships
It is necessary to establish and maintain close ties with clinical partners to provide the support for clerkships and residency training for the medical students. The statewide public medical education expansion plan is grounded in establishing clinical partnerships.

Two examples of established partnerships include:

1. UNSOM's proposed affiliation agreement with the Renown Health System in Reno, which was recently approved by the Renown Health Board of Trustees. The agreement creates a platform for new teaching and clinical programs.

2. A recently-signed Memorandum of Understanding between UNSOM and MountainView Hospital in Las Vegas commits to developing a large set of primary care and specialty residency and fellowship programs.

Over the next 10 years, the UNSOM promises to be a research-intensive, primary care school of medicine that will:

- **Focus** on training primary care physicians;
- **Graduate** 70 students a year;
- **Produce** approximately 50 new physicians each year who will remain in Nevada;
- **Expand** community-based teaching, biomedical programs, and clinical research programs;
- **Recruit** mostly in-state students starting in the 2015-16 recruitment season;
- **Recruit and Train** 100-150 new volunteer community physician faculty members, primarily to support the development of full required clinical clerkships in Reno;
- **Increase** total federal and external research funding from $25M/year to $35M/year;
- **Generate** 3,400 new jobs by 2025, growing to 4,560 jobs by 2030; and
- **Generate** an economic impact of $510 million per year by 2025, growing to $684 million by 2030.

UNLV School of Medicine Class Size

The UNLV School of Medicine will be developed in close collaboration with UNSOM, as well as other existing medical schools, health systems, and medical practices in Nevada. The UNLV School of Medicine, in partnership with economic, development, and community organizations in Las Vegas, is leading the operational launch efforts of the new entity.

The UNLV School of Medicine will have an inaugural class of 60 students. The class will enter the school as early as 2017, with a long-term growth plan capacity of 120 students by year 2021. With its institutional longevity, excellent reputation, commitment to academic excellence, strong governance, and administration, the UNLV School of Medicine is fully capable of meeting Liaison Committee on Medical Education (LCME) requirements.

UNLV School of Medicine Facilities

UNLV's campus includes general and clinical teaching facilities, library, and other structures for the purpose of providing students with high-quality medical education. The UNLV School of Medicine will need to build an approximately 150,000- to 170,000-square-foot medical education building with facilities to support all aspects of medical education. Multiple locations for the UNLV School of Medicine are currently being explored. Funding for the initial building is requested from private funds and space for interim use in lieu of a permanent location is now being secured.

Interdisciplinary education with students from nursing and the other health profession schools at UNLV is also an essential element to the program. A second adjoining educational building for nursing and other health professions will also be required, enabling the sharing of space and resources. A third research building of approximately 120,000 square feet will be required to pursue new and to grow existing research initiatives while looking to recruit the most talented faculty members in these areas.

The next-generation health sciences library consists of high-level technology while remaining high-touch among students, faculty, and librarians. Students and faculty will benefit from a computing infrastructure able to translate to collections of all formats: books, journal articles, videos, and data sets delivered digitally in a cross-platform cloud environment. Physical and virtual learning communities will be created to support evidence-based, interdisciplinary discovery of the latest research information. Physical learning spaces will incorporate multimedia for both exploration and discovery, but also in support of the creation of new knowledge. Library experts will be available as guides and teachers to provide research consultation in real and virtual spaces. The library's institutional repository will capture and disseminate scholarly UNLV School of Medicine papers, research, and conference proceedings to showcase the intellectual output of its health sciences faculty and scholars for the world to discover and use.

UNLV School of Medicine Instruction and Research

Education at the UNLV School of Medicine will introduce students to a problem-solving and team-based curriculum whose experience will better prepare their post graduate and future success as practicing physicians. Students will learn how to effectively provide care in conjunction with various types of health professionals including nurses, nurse practitioners, dentists, physical therapists, social workers, occupational therapists and others within a rigorous academic environment that mirrors a clinical experience.

The UNLV School of Medicine education will emphasize the basics of medicine by building on the classic "history and physical exams" approach while employing the most technologically advanced equipment and genomic data. It will address health care costs and how patient treatment is impacted by the ever-increasing time demands on physicians and a dependence upon a system that encourages a wide series of tests instead of a thorough analysis of historical and physical stages of treatment.

The UNLV School of Medicine will be an innovative center for teaching a diverse group of future Nevada doctors how to work in health care teams, apply cutting-edge technology, and develop novel, yet classically-based treatment solutions for diseases of the present and future. In addition to the usual medical educational content, **six specialty programs** will be offered as core blocks for all students and over time, certificate programs in these areas will be developed that will be open to health care professionals at any level and to the public, if they qualify. The six specialty programs include: **Community and Public Health, Clinical Research, Bioethics, Business and Finance, Leadership and Community, and Mental Health and Addiction.**

The UNLV School of Medicine will build on areas of current strength and also greatest community need. Current strengths include neuroscience, cardiology, and cancer; the greatest needs are mental health and addiction. Two other areas of strength at UNLV include radio-pharmacology and computational science with large databases. Additional medical research in these areas would complement the UNLV School of Medicine and be of great value to the medical community.

UNLV School of Medicine's Community Partnerships

The UNLV School of Medicine will work collaboratively with existing Las Vegas institutions to establish Las Vegas as a world-class medical destination, providing the highest levels of clinical care. Additionally, partnering with key physicians in the community to educate medical students, medical residents, and fellows will be essential to the future ability of Las Vegas to keep physician graduates practicing in Nevada. Currently, many patients are required to leave Las Vegas for treatment because there are not enough physicians who specialize in various diseases.

The UNLV School of Medicine will develop programs that are led by faculty with specialties and subspecialties that help fill health care voids. For instance, Las Vegas currently has two liver-transplant surgeons practicing at University Medical Center (UMC). The surgeons are faculty from the UNSOM. They perform kidney transplants, but there is no fully established program to allow them to perform liver and pancreas transplants. Partnering with UMC to supplement this program will benefit the community and increase available services.

GME programs to be developed will include, at a minimum,
all types of primary specialty residencies, and the major subspecialties of internal medicine and pediatrics. In the Las Vegas area, these programs will have administrative support and faculty leadership of the UNLV School of Medicine in partnership with regional hospitals, outpatient facilities, and physicians. Planning for these programs will begin in 2015.

The UNLV School of Medicine plans to also partner with other private hospitals in Las Vegas. Through this business model, the UNLV School of Medicine will not build a new hospital – traditionally a huge cost and greater risk for medical schools – which will save money to be utilized elsewhere.

Both the UNLV School of Medicine and UNSOM will continue to work closely to ensure coordination to promote efficient and effective public medical education in Nevada. For example, the two universities have partnered to work on a clinical and transitional research project through the National Institute of General Medical Sciences. Both institutions are committed to continue to collaborate to ensure that the entire state has the best health care possible.

Further, the UNLV School of Medicine will work closely with UNLV's William F. Harrah Hotel College of Administration and its excellent program on customer satisfaction and customer service. The UNLV School of Medicine plans to emulate the Hotel College's standards of quality, service, and excellence and build these core values into newly developed programs. In this way, it will position itself to seamlessly become a key part of the medical tourism business proposed for Las Vegas.

Over the next 10 years, the UNLV School of Medicine promises to be a powerhouse academic medical center that will:

- **Educate** and train doctors for urban practice;
- **Gain** full accreditation;
- **Graduate** 60 students a year to start, growing to 120 by 2021;
- **Produce** approximately 100 new physicians each year who will remain in Nevada;
- **Increase** the number of physicians staying or returning to Las Vegas after they complete residency programs;
- **Generate** up to $50 million dollars of external research grants and contracts per year;
- **Recruit** 120 new faculty physicians and scientists;
- **Generate** 5,300 new jobs by 2025, growing to 8,000 jobs by 2030; and
- **Generate** an economic impact of $800 million per year by 2025, growing to $1.2 billion by 2030.

Statewide GME Expansion

Currently, UNSOM trains 267 medical students and supports the training of 362 residents and fellows. While the number of residents and fellows grew from 150 to more than 360 during a 10-year period between 2002 and 2012, the state of Nevada remains in the lowest quintile among all 50 states in the number of residents and fellows per capita.

Clinical expansion is necessary in order to train and retain physicians within the state to meet the health care needs of the citizens of Nevada. GME programs are important drivers of health care quality, access, and economic development. Tripp Umbach estimates that each resident (physician in training) in a community-based residency program generates $200,000 in annual economic benefits to their community while in their program and $1.5 million in economic benefits every year when they remain in the area to practice after training. Since funding for resident training comes largely from outside sources, residents represent fresh dollars in the local economy.

Expansion of residency and fellowship programs, whose graduates are poised to join the workforce, are planned across the state to meet both the state's primary care and specialty physician needs. Expansion of current programs requires not only support from partner hospitals for salary/benefit/operations expenses, but also requires expanding the size and breadth of the UNSOM and eventually the UNLV School of Medicine faculty so as to provide teaching, mentorship, research support, and new clinical expertise.

The state currently has 12 residency training programs in nine specialties. Training in all basic specialties is not available on both campuses, with Reno lacking pediatrics, neurology, and almost all medical subspecialties. Both campuses lack several other specialties including neurology, orthopedic surgery, urology, pathology, dermatology, anesthesiology, radiology, and ophthalmology, among others. Studies have shown that students who complete both their UME and GME in Nevada have an 80% chance of remaining in the state. Students that only complete GME in Nevada have only a 60% chance of remaining in the state, and students who only graduate from medical school in a state have only a 40% of remaining to practice.[7] Diversifying residency training opportunities in Nevada is critical to expanding the physician workforce and improving the health of Nevadans.

Statewide Public Medical Education GME Expansion Plan

The Reno GME request supports the initiation of residency programs in pediatrics, neurology, family medicine (rural) and family medicine with the fourth-year option to obtain a master's degree in Public Health and continued expansion of the internal medicine residency program. The enhancement request supports the initiation of fellowships in psychiatry – addictions and gastroenterology.

The Las Vegas GME request supports initiation of residency programs in orthopedic surgery and neurology and expansion of the psychiatry program. The enhancement request also supports the initiation of fellowships in child psychiatry, pediatric emergency medicine, rheumatology, allergy/immunology, and maternal fetal medicine.

The UNLV School of Medicine will begin planning for GME management as soon as possible. The first step is application for institutional accreditation to proceed with Las Vegas-based sponsor programs. This will begin once private support is secured. This will fund the designated institutional office and required faculty recruitment to educate residents destined for the new programs. Hospital partnerships are being developed to support these new programs and will also support the gradual transfer of select existing programs.

Having a balance of fellowships in several disciplines across the state will improve the reputation of both public medical schools and assist with residency recruitment, increase the specialty workforce in Nevada, and support the development of clinical research. The statewide GME plan will begin in 2015-16, and will include the addition of several new residency and fellowship programs listed above, totaling as many as 300 new positions by the full build-out in 2021. This plan is critical to the long-term success of both publicly supported medical schools. The established GME partnerships through teaching hospitals, UNSOM and UNLV School of Medicine, encompassing both northern and southern Nevada, will dramatically increase the number of physicians who will train and stay in Nevada.[8]

7 2013 Association of American Medical Colleges State Physician Workforce Data Book.

8 http://medicine.nevada.edu/about/expansion

Statewide Public Medical Education Expansion Biennial Budget Request

- The 2015-17 biennial budget requests $42.9 million to support the statewide public medical education expansion plan.
- The 2015-17 biennial budget requests $5.1 million to support UNSOM's expansion and $26.7 million to support UNLV School of Medicine's start-up.
- The 2015-17 biennial budget requests that the State of Nevada will invest $9.9 million to support the critical immediate need for GME expansion statewide.
- The 2015-17 biennial budget requests that the State of Nevada will provide a one-time contribution of $1.3 million in start-up funding for instructional technology to support current and future needed GME growth in Las Vegas.

2015-17 BIENNIUM BUDGET REQUEST	FY 16	FY 17	BIENNIAL TOTAL
UNLV UME Start-Up Funds	$7,097,569	$19,567,702	$26,665,271
UNSOM UME Increase	$ 1,513,655	$3,571,567	$5,085,222
GME LAS VEGAS Expansion	$ 1,986,454	$4,472,893	
GME RENO Expansion	$442,249	$2,977,991	
GME Expansion Total	$2,428,703	$7,450,884	$9,879,587
One-Time Request	$575,000	$733,000	$1,308,000
TOTAL STATE REQUEST			**$42,938,080**

Economic Impact of Statewide Public Medical Education Expansion Plan

The statewide public medical education expansion plan will generate a dramatic impact on economic development, job creation, and government revenue statewide. Beyond the impact of the expansion of UNSOM and development of UNLV School of Medicine, the expansion of medical education statewide will be a springboard for biomedical and other health-industry businesses. Demonstrating the economic impact of the statewide public medical education plan on regional economic development will be instrumental in securing both public and private funding.

Expanding public medical education statewide will be a major driver of the regional economy, creating jobs, and generating millions in annual net impact to the state.

By 2030, the proposed plan will:

- **Expand** the statewide economy by more than $1.9 billion;
- **Sustain** more than 12,560 jobs;
- **Generate** more than $94 million in annual state tax revenue; and
- **Produce** approximately 150 physicians who will have an annual economic impact of $228 million and support approximately 2,000 new health care jobs in Nevada.[9]

Figure 1: Projected Total Economic Impact of UNSOM and UNLV School of Medicine 2020-2030



Figure 2: Projected Total Employment Impact of UNSOM and UNLV School of Medicine 2020-2030

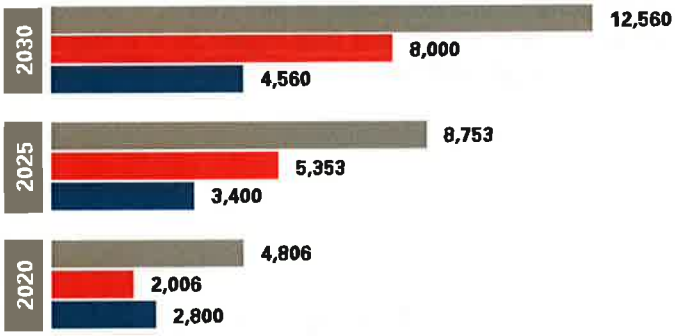
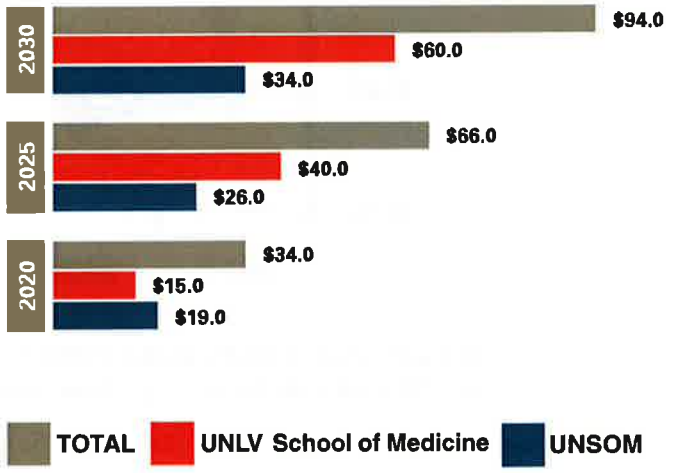


Figure 3: Projected Total Government Revenue Impact of UNSOM and UNLV School of Medicine 2020-2030

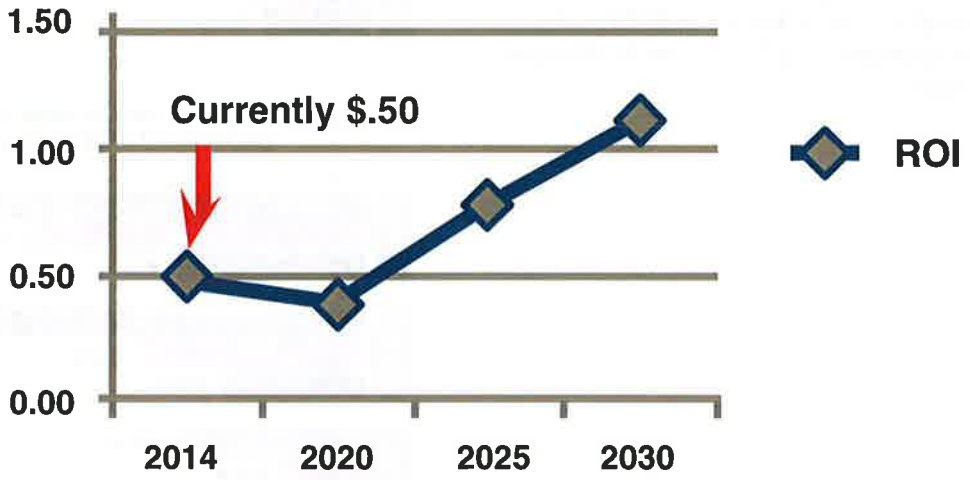


Return on Investment (ROI) of Public Funding by Medical Schools

The $42.1 million biennial budget request will be followed by three additional biennial requests to adequately fund Nevada's public medical education expansion program. It is anticipated that by 2023 and beyond, the state of Nevada will provide $82.1 million annually to support two public medical schools.

Medical Schools generate significant economic impact and state general fund revenue. According to Tripp Umbach, approximately 1 in every 20 dollars generated by UNSOM flow directly into the state's general fund.[10] Nationally, allopathic medical schools generated more than $5.2 billion in state general fund revenue in 2012 and received approximately $4.5 billion in that same year from their home states – resulting in a positive return of $1.16 returned to the states for every dollar invested in their medical schools. The return on investment for an academic medical center, which includes the education, clinical research, and commercial spin-off activities, has a positive return to the states in which they operate of more than $4 for every $1 invested.[11]

Currently, UNSOM generates $15.4 million in general fund revenue and receives approximately $31.5 million from the State of Nevada – resulting in a return of approximately $.50 for every dollar provided to the medical school from the state general fund. In 2030, Tripp Umbach estimates UNSOM will generate $34 million in government revenue and the UNLV School of Medicine is projected to generate $60 million in government revenue. With annual return to the state general fund estimated at $94 million in 2030, medical schools in Nevada are expected to produce a positive return on state investment (see Figure 3). It is important to note that UNSOM activities currently provide $15.4 million to the state general fund, so approximately $78.6 million in fresh revenue will be added annually by 2030.



ROI will grow to $1.15 on the dollar by 2030. While, the ROI will drop by 2020 to $.40 on the dollar as large investments in medical education are made.

9 Tripp Umbach Analysis-2013 Economic Impact of Medical Education Expansion in Nevada

10 The $131.4 billion dollars in the Nevada economy in 2013 generated $6.4 billion for the State General Fund – resulting in 4.89% of all fresh dollars generated in the economy flowing to the State General Fund-Tripp Umbach 2014.

11 AAMC Economic Impact of Medical Schools and Teaching Hospitals 2012.

CONCLUSIONS:

Bold leadership, supplemented by the creation of a powerful, collaborative vision with implementation now underway has led Nevada to an opportunity to provide an impactful and sustainable solution to the current and growing health care infrastructure challenges faced by the state and by so many of its citizens today. Nevada is unable to meet the current health care needs of its citizens, and the proposed statewide public medical education expansion plan will improve access to high-quality health care throughout Nevada, meet market demand for future physicians, increase the number of medical specialists, generate high-level clinical care and specialty care, attract more high-quality businesses to Nevada, attract fresh revenue, advance the innovation economy, and contribute to the quality of life for all Nevadans.

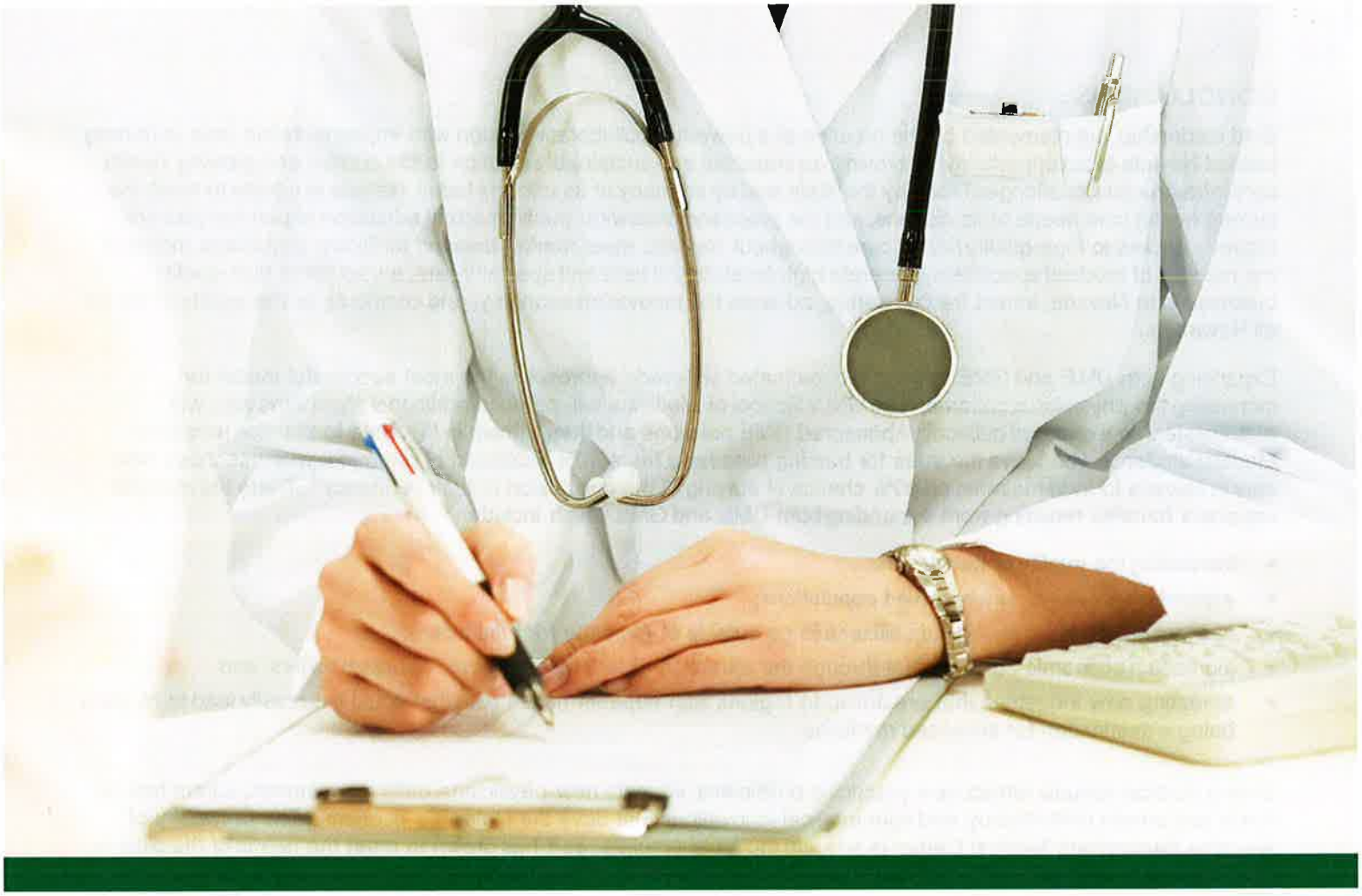
Expanding both UME and GME through a coordinated statewide approach is the most successful model for increasing the physician workforce. The UNLV School of Medicine will produce additional physicians who will matriculate into expanded publically sponsored GME positions and then remain in the state to practice medicine. Medical students who leave the state for training possess a mere 40% likelihood of returning, whereas those who stay in Nevada to train maintain an 80% chance of staying at the conclusion of their residency[12]. There are multiple important benefits resulting from expanding both UME and GME which include:

- increasing the quality of health care;
- expanding access for underserved populations;
- eliminating the need for Nevada citizens to go outside of the state for health care;
- increasing economic development through the attraction of federal and private research dollars; and
- attracting new industries that are drawn to regions with superior health care that could eventually lead to Nevada being a destination for advanced medicine.

Strong medical schools attract new practicing physicians, educate new physicians, cultivate research, attract federal funds and private philanthropy, and spur medical innovations that drive the statewide economy. The University of Alabama Birmingham Medical Center is an ideal model to emulate, as it has grown to meet the needs of the citizens of Alabama and countless communities in the Southeastern U.S., added billions of dollars annually to the Alabama economy, and today is ranked as providing the greatest return on investment of all U.S. public medical schools. In addition, a new medical school at the University of Central of Florida in less than five years has achieved an economic impact in excess of $400 million per year and is on track to have an economic impact of more than $1.5 billion dollars by 2025.[13]

Nevada citizens, employers, investors, and public officials would benefit from such an investment, which would ensure the health of generations of Nevadans, while at the same time strengthening the economy by keeping health care dollars within state borders. Lack of action would, by contrast, be characterized by a Nevada falling further behind in terms of lost care for its citizens, lost opportunity for economic development, and lost dollars in existing health care spending sent to other states. In the words of Ben Franklin, "a nation's health is its wealth." Nevada stands at an important crossroads and is poised to make a great investment, one that would help transform and improve the health, well-being, and lives of all Nevadans.

12 2013 Association of American Medical Colleges State Physician Workforce Data Book.
13 AAMC Economic Impact of Medical Schools and Teaching Hospitals 2012.



RECOMMENDED NEXT STEPS

1. **Approval of Statewide Public Medical Education Expansion Plan:** The statewide public medical education expansion plan will be approved by NSHE on or before December 31, 2014.

2. **Secure State Funding:** Secure $42.9 million in funds from the State of Nevada during the 2015-2017 biennium.

3. **Regularly Scheduled SSG Meetings:** The SSG will continue to provide advisory direction to the ongoing collaborative planning for the statewide public medical education expansion plan.

4. **Facility and Program Planning:** The UNLV School of Medicine will continue to develop its plans for short-term and long-term facilities to meet its programmatic needs. The UNLV School of Medicine will retain the services of a medical facility planning and architecture firm to ensure that the facility and/or temporary facilities for teaching are established prior to the final LCME site visit.

5. **Fundraising Strategy:** It is necessary that private support for the proposed public medical education plan be secured. Extensive effort should continue to be placed into securing ongoing financial support from the community to support the facilities and ongoing operations of the school of medicine. Tripp Umbach recommends forging new and strengthening existing relationships with community organizations, economic development entities, and foundations.

6. **Community Outreach and Awareness Strategy:** Extensive efforts are needed to raise awareness of the statewide public medical education expansion plan and its multiple health care and economic benefits to Nevada.

7. **Hospital Collaboration:** The statewide public medical education plan recommends that both UNSOM and the UNLV School of Medicine play a lead role in developing and strengthening additional collaborative agreements with hospitals and health systems within each region and statewide to expand GME and develop hospital support and funding.

Nevada System of Higher Education
Graduate Medical Education Comparison 2014

State	Current 2013 Population (millions)[1]	Projected 2030 Population (millions)[1]	Population Growth Rate (2013-2030)	Residency & Fellowship Programs[2]	Total Residents & Fellows[2]
Arizona	6.6	10.7	62%	128	1,623
Nevada	**2.8**	**4.3**	**54%**	**24**	**341**
Washington	7.0	8.6	23%	143	1,854
Oregon	3.9	4.8	23%	84	888
Utah	2.9	3.5	21%	76	746
New Mexico	2.1	2.1	0%	56	579

Note: Order of ranking is based on population growth rate percentage.

1. United States Census Bureau, 2013.
2. ACGME Data Resource Book 2013-2014.

Graduate Medical Education: Residency Program Comparison

By comparison, the following Residency programs are offered by medical schools in neighboring states:

Program	Nevada	New Mexico	Utah	Arizona
Dentistry				
Emergency Medicine				
Family Medicine				
Internal Medicine				
Obstetrics and Gynecology				
Pediatrics				
Psychiatry				
General Surgery				
Otolaryngology				
Plastic Surgery				
Orthopedics	Approved for 2016			
Anesthesiology				
Neurology				
Urology				
Dermatology				
Preventive Medicine				
Neurosurgery				
Pathology				
Radiology (Interventional)				
Cardiothoracic Surgery				
Occupational Medicine				
Ophthalmology				
Physical Medicine & Rehabilitation				
Radiation Oncology				
Vascular Surgery				

Sources:

1. Nevada http://medicine.nevada.edu/gme/residencies
2. New Mexico http://som.unm.edu/gme/programs.html
3. Utah http://medicine.utah.edu/education/residency_fellowship.php?resetcache=1
4. Arizona http://medicine.arizona.edu/education/residency-fellowship/programs

Graduate Medical Education: Fellowship Program Comparison

By comparison, the following Fellowship programs are offered by medical schools in neighboring states:

Program	Nevada	New Mexico	Utah	Arizona
Acute Care Surgery				
Colon and Rectal Surgery				
Minimally Invasive and Bariatric Surgery				
Interventional Cardiology				
Obstetrics				
Hospice and Palliative Medicine				
Urgent Care				
Child/Adolescent Psychiatry				
Pulmonary/Critical Care				
Gastroenterology				
Geriatric Medicine				
Hand and Microsurgery				
Sports Medicine				
Cardiology - Cardiovascular Disease				
Palliative Medicine				
Pediatric Emergency Medicine	Approved for 2015			
Rheumatology				
Addiction Psychiatry				
Endocrinology				
Hematology/Oncology				
Maternal Fetal Medicine				
Allergy/Immunology				
Female and Pelvic Medicine/Reconstructive Surgery				
Geriatric Psychiatry				
Infectious Disease				
Musculoskeletal				
Nephrology				
Neuroradiology				
Pain Medicine				
Vascular/Interventional				
Pediatric Pulmonary				
Cytopathology				

Graduate Medical Education: Fellowship Program Comparison (Continued)

By comparison, the following Fellowship programs are offered by medical schools in neighboring states:

Program	Nevada	New Mexico	Utah	Arizona
EMS				
Forensic Pathology				
Hematopathology				
Molecular Genetic Pathology				
Anesthesia (Pediatric and Regional)				
Integrative Medicine				
Neurophysiology				
Psychosomatic Medicine/Consultation Psychiatry				
Reproductive Health and Family Planning				
Sleep Medicine				
Transfusion Medicine				
Trauma				
Cardiac Transplant				
Neonatal – Perinatal				
Pediatric Neonatology				
Congestive Heart Failure/Transplant				
Dermatology				
Electrophysiology				
Foot and Ankle Surgery				
Nuclear Medicine				
Ophthalmology				
Orthopedics - Adult Reconstruction				
Pathology				
Pediatric Cardiology				
Pediatric Critical Care				
Pediatric Endocrinology				
Pediatric Gastroenterology				
Pediatric Genetics				
Pediatric Hematology				
Pediatric Infectious Disease				
Pediatric Neonatology				
Pediatric Neurosurgery				

Graduate Medical Education: Fellowship Program Comparison (Continued)

By comparison, the following Fellowship programs are offered by medical schools in neighboring states:

Program	Nevada	New Mexico	Utah	Arizona
Pediatric Orthopedics				
Pulmonary Disease				
Sarcoma Advanced Research and Clinical (SARC)				
Spine (Orthopedics and Neurosurgery)				
Radiology (Body Imaging and Breast Imaging)				
Surgical Critical Care				
Gastrointestinal Pathology				
Kidney Transplantation				
Anesthesia Critical Care				
Behavioral Neurology				
Cancer Prevention and Control				
Emergency Medicine Critical Care				
Emergency Ultrasound				
Epilepsy				
Academic/International Research				
Spine Research				
Stroke and Vascular Neurology				
Medical Toxicology				

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.46⁰
0004279218 SEP 18 2014
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55313

Special Planning Commission Meeting of **9/30/2014**

RECEIVED
SEP 25 2014
City of Las Vegas
Dept. of Planning

Case: SUP-55313

16209110032
L C 111 L L C
P O BOX 81745
LAS VEGAS NV 89180-1745

135 HRDGNMP 89160

Submitted after final agenda

Date 9/25/14 Item 27P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.46⁰
0004279218 SEP 18 2014
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
SEP 29 2014
City of Las Vegas
Dept of Planning

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Case: SUP-55313

16209202011
PLANET PROPERTIES L L C
1647 COLLINGWOOD DR
SAN DIEGO CA 92109

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-55313
Special Planning Commission Meeting of **9/30/2014**

106 HRDGNMP 92109

Submitted after final agenda

Date 9/29/14 Item 27A

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
DIR-56412 – ABEYANCE ITEM - COMPLIANCE PERMIT - For possible action on a COMPLIANCE PERMIT for a Medical Marijuana Establishment (Cultivation) Infinite Wellness, Inc. dba Infinite Wellness, Inc. at 2750 Highland Drive, Suite E, Ward 1 (Tarkanian)

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
Staff Report

CITY OF LAS VEGAS NEVADA

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 15, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: DIR-56412 – COMPLIANCE PERMIT

RECOMMENDATION:
Staff recommends DENIAL.

SUMMARY:

Infinite Wellness – Cultivation

Under Las Vegas Municipal Code, the Director shall prepare a report on the merits of each complete medical marijuana compliance permit application based on the factors of LVMC 6.95.070 (D). Each application was referred to various departments for evaluation. The review of this application shows that this application for a medical marijuana cultivation facility, as presented, does not show compliance to city code. Based on the information presented, reviewers noted the following concerns.

CONCERNS:

- Applicant has not shown ability to manage a business, and has not demonstrated knowledge of cultivation or the development of marijuana for the compassionate use for the treatment of medical conditions (LVMC 6.95.070).
- The applicant has not provided detailed plans or procedures for the operation of a cultivation facility. Transportation, operational, disposal, and environmental plans do not conform to all code requirements of LVMC 6.95. 110, .120, .130, and .190.
- Accounting and inventory software is unidentified and plan, as presented is inadequate to meet the requirements of LVMC 6.95.110.

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 15, 2015

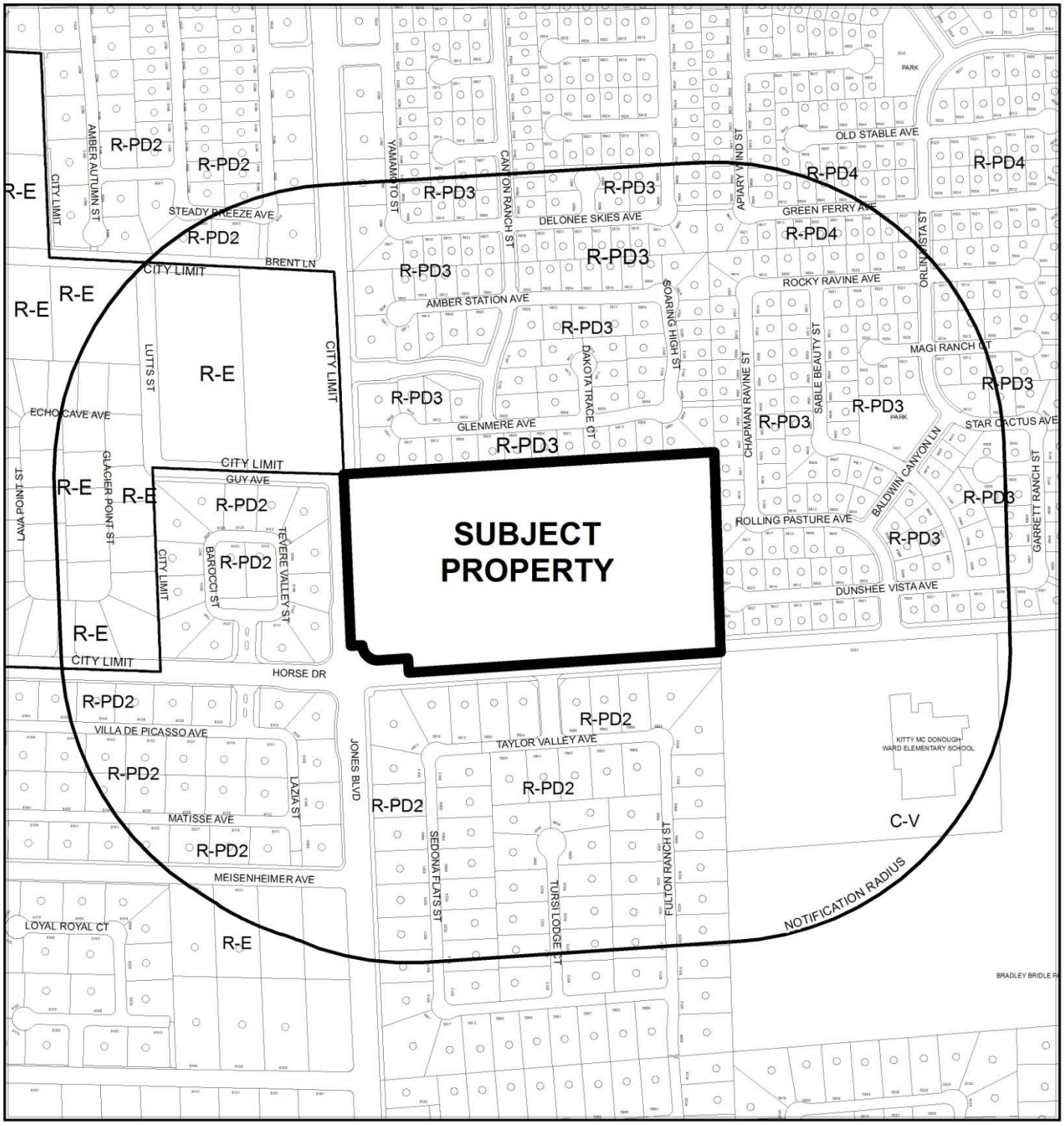
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-57688 - REZONING - PUBLIC HEARING - APPLICANT: CENTURY COMMUNITIES - OWNER: APOLLO PROPERTY HOLDINGS, LLC - For possible action on a request for a Rezoning FROM: U (UNDEVELOPED) ZONE [L (LOW DENSITY RESIDENTIAL)] TO: R-1 (SINGLE FAMILY RESIDENTIAL) on 19.71 acres at the northeast corner of Jones Boulevard and Horse Drive (APN 125-12-202-001), Ward 6 (Ross) [PRJ-57619]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**4**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - ZON-57688 and TMP-57689 [PRJ-57619]
3. Supporting Documentation - ZON-57688 and TMP-57689 [PRJ-57619]
4. Photo(s) - ZON-57688 and TMP-57689 [PRJ-57619]
5. Justification Letter - ZON-57688 and TMP-57689 [PRJ-57619]
6. Protest Postcard - ZON-57688 and TMP-57689
7. Back up Documentation Submitted at the March 10, 2015 Planning Commission Meeting



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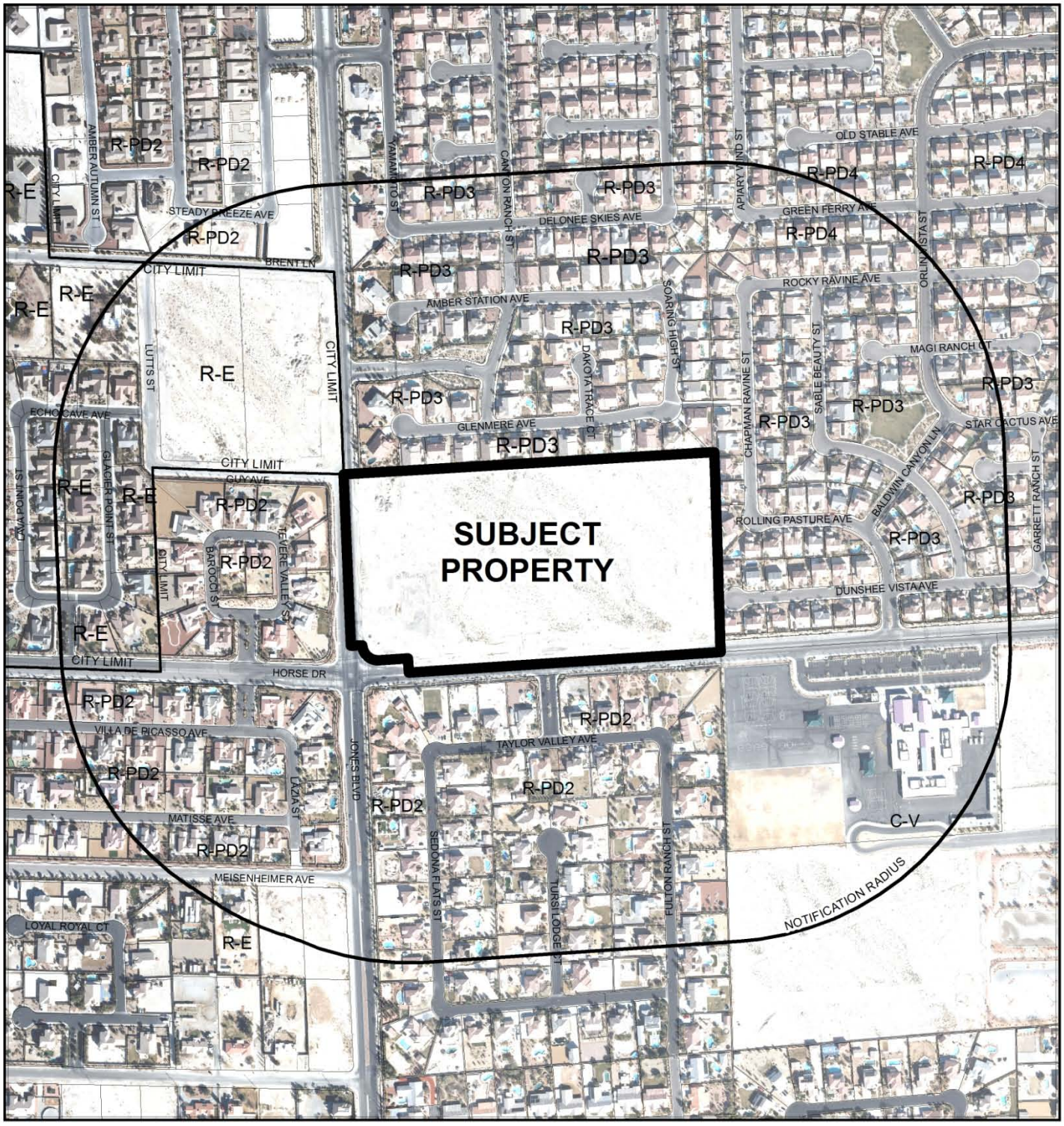
CASE: **ZON-57688 AND TMP-57689 (PRJ-57619)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [L (LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N



0 400 800 Feet

CASE: **ZON-57688 AND TMP-57689 (PRJ-57619)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [L (LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 15, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CENTURY COMMUNITIES - OWNER: APOLLO PROPERTY HOLDINGS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-57688	Staff recommends APPROVAL.	
TMP-57689	Staff recommends APPROVAL, subject to conditions:	ZON-57688

** CONDITIONS **

TMP-57689 CONDITIONS

Planning

1. Approval of the Tentative Map shall be for no more than four (4) years. If a Final Map is not recorded on all or a portion of the area embraced by the Tentative Map with four (4) years of the approval of the Tentative Map, this action is void.

2. Street names must be provided in accordance with the City's Street Naming Regulations and United States Postal Service.

3. 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.

4. In conjunction with creation, declaration and recordation of the subject common-interest community, and prior to recordation of the Covenants, Codes and Restrictions ("CC&R"), or conveyance of any unit within the community, the Developer is required to record a Declaration of Private Maintenance Requirements ("DPMR") as a covenant on all associated properties, and on behalf of all current and future property owners. The DPMR is to include a listing of all privately owned and/or maintained infrastructure improvements, along with assignment of maintenance responsibility for each to the common interest community or the respective individual property owners, and is to provide a brief description of the required level of maintenance for privately maintained components. The DPMR must be reviewed and approved by the City of Las Vegas Department of Field Operations prior to recordation, and must include a statement that all properties within the community are subject to assessment for all associated costs should private maintenance obligations not be met, and the City of Las Vegas be required to provide for said maintenance. Also, the CC&R are to include a statement of obligation of compliance with the DPMR. Following recordation, the Developer is to submit copies of the recorded DPMR and CC&R documents to the City of Las Vegas Department of Field Operations.

5. All development is subject to the conditions of City Departments and State Subdivision Statutes.

Public Works

6. Dedicate 40 feet of right-of-way, where such does not exist, adjacent to this site for both Jones Boulevard and Horse Drive including a right turn pocket at the northeast corner of Jones Boulevard and Horse Drive concurrent with the Final Map for this site.

7. Construct all incomplete half-street improvements on Jones Boulevard and Horse Drive to match existing improvements to the north and east adjacent to 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.

8. The proposed non-standard knuckles on this site are hereby approved as a Deviation of Standards. Any further deviations, if any, will require separate approval from the City Engineer.

9. Landscape and maintain all unimproved right-of-way adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

10. Submit an Encroachment Agreement for landscaping and private improvements in the Jones Boulevard and Horse Drive public rights-of-way prior to this issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the Encroachment Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's Encroachment Agreement. The installation and maintenance of all private improvements in the public right of way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement. Coordinate all requirements for the Encroachment Agreement with the Land Development Section of the Department of Building and Safety (229-4836).

11. Provide a minimum 12-foot wide drivable access to the sanitary sewer manholes located in Common Element “B”. Contact the Sanitary Sewer Section of the Department of Public Works at (702) 229-2179 for details regarding additional manhole requirements in this area.

12. Private streets must be granted and labeled on the Final Map for this site as Public Utility Easements (P.U.E.), Public Sewer Easements, and Public Drainage Easements with private maintenance by the Homeowner's Association.

13. A working sanitary sewer connection shall be in place prior to final inspection of any units within this development. Full permanent improvements on all major access streets, including all required landscaped areas between the perimeter wall and adjacent public street, shall be constructed and accepted by the City prior to issuance of any building permits beyond 50% of all units within this development. All off-site improvements adjacent to this site, including all required landscaped areas between the perimeter walls and adjacent public streets, shall be constructed and accepted prior to issuance of building permits beyond 75%. The above thresholds notwithstanding, all required improvements shall be constructed in accordance with Title19.02.130.D.

14. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

15. The approval of all Public Works related improvements shown on this Tentative Map is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to approval of the construction plans by the City. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the recordation of a Final Map or the approval of subdivision-related construction plans, whichever may occur first. Approval of this Tentative Map does not constitute approval of any deviations. If such approval cannot be obtained, a revised Tentative Map must be submitted showing elimination of such deviations.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Rezoning (ZON-57688) from U (Undeveloped) Zone [L (Low Density Residential) General Plan designation] to R-1 (Single Family Residential) on approximately 19.71 acres located on the northeast corner of Jones Boulevard and Horse Drive. The applicant has proposed to develop the subject site into a gated residential subdivision containing 76 single-family units. The site is located within Centennial Hills Sector Plan area and is designated L (Low Density Residential). As the development conforms to the Development Standards outlined in Title 19 including perimeter buffer and connectivity standards, staff recommends approval of the associated Rezoning and Tentative Map requests, with conditions.

ISSUES

- Access to the subdivision will be from Horse Drive, an 80-Foot Major Collector as designated by the Master Plan of Streets and Highways.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/06/02	The City Council approved an Annexation [A-0054-01(A)] to annex property generally located on the northeast corner of Jones Boulevard and Horse Drive. The Planning Commission and staff recommended approval on 08/23/01. The effective date of the annexation was 03/15/02.
08/18/04	The City Council approved a request for a General Plan Amendment (GPA-4091) to amend the General Plan from DR (Desert Rural Density Residential) to L (Low Density Residential) on 20.35 acres adjacent to the northeast corner of Jones Boulevard and Horse Drive. The Planning Commission recommended approval of the request.
	The City Council approved a request for a Rezoning (ZON-4093) from U (Undeveloped) Zone [D-R (Desert Rural Density Residential) General Plan designation] to R-PD5 (Residential Planned Development - 5 Units per Acre) on 20.35 acres adjacent to the northeast corner of Jones Boulevard and Horse Drive. The Planning Commission recommended approval of the request.
	The City Council approved a request for a Variance (VAR-4094) that allowed 34,340 square feet of open space where 63,363 square feet is required for an 88-lot single-family residential development on 20.35 acres adjacent to the northeast corner of Jones Boulevard and Horse Drive. The Planning Commission recommended approval of the request.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/18/04	The City Council approved a request for a Site Development Plan Review (SDR-4095) for an 88-lot single-family residential development and for a Waiver of the perimeter landscaping requirements on 20.35 acres adjacent to the northeast corner of Jones Boulevard and Horse Drive. The Planning Commission recommended approval of the request.
08/16/06	The City Council approved a request for an Extension of Time (EOT-13950) of an approved Rezoning (ZON-4093) from U (Undeveloped) zone [DR (Desert Rural Density Residential) General Plan designation] to R-PD3 (Residential Planned Development - 3 Units per Acre) on 20.35 acres adjacent to the northeast corner of Jones Boulevard and Horse Drive. The Extension of Time expired on 08/16/08.
	The City Council approved a request for an Extension of Time (EOT-14963) of an approved Site Development Plan Review (SDR-4095) that allowed a 62-lot single-family residential development on 20.35 acres adjacent to the northeast corner of Jones Boulevard and Horse Drive. The Extension of Time expired on 08/16/08.
	The City Council approved a request for an Extension of Time (EOT-14965) of an approved Variance (VAR-4094) that allowed zero square feet of open space where 11,000 square feet were required for a 62-lot single-family residential development on 20.35 acres adjacent to the northeast corner of Jones Boulevard and Horse Drive. The Extension of Time expired on 08/16/08.
03/10/15	The Planning Commission unanimously voted to recommend APPROVAL of requests for a Rezoning (ZON-57688) FROM: U (UNDEVELOPED) ZONE [L (LOW DENSITY RESIDENTIAL)] TO: R-1 (SINGLE FAMILY RESIDENTIAL) and a Tentative Map (TMP-57689) FOR A 76-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 19.71 acres at the northeast corner of Jones Boulevard and Horse Drive.

Most Recent Change of Ownership	
07/02/14	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/18/04	A Code Enforcement Case (#20453) was processed for a large sign located on a vacant lot located at the northeast corner of Jones Boulevard and Horse Drive. The case was resolved on 09/09/04.
03/10/05	A Code Enforcement Case (#27027) was processed for a carpet dumped on a vacant lot located at the northeast corner of Jones Boulevard and Horse Drive. The case was resolved on 03/14/05.
04/17/06	A Code Enforcement Case (#40308) was processed for high weeds located on a vacant lot located at the northeast corner of Jones Boulevard and Horse Drive. The case was resolved on 07/13/06.

Pre-Application Meeting	
01/21/15	Staff and the applicant discussed submittal requirements for entitlements to construct a single-family residential development on the subject site.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
01/29/15	The site is undeveloped and is free from trash and debris.

Details of Application Request	
Site Area	
Net Acres	19.71

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	L (Low Density Residential)	U (Undeveloped) Zone [L (Low Density Residential) General Plan designation]
North	Single Family, Detached	R (Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units per Acre)
South	Single Family, Detached	DR (Desert Rural Density Residential)	R-PD2 (Residential Planned Development – 2 Units per Acre)
East	Single Family, Detached	R (Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units per Acre)
West	Single Family, Detached	DR (Desert Rural Density Residential)	R-PD2 (Residential Planned Development – 2 Units per Acre)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
No Applicable Special Purpose or Overlay Districts	N/A

Other Plans or Special Requirements	*Compliance*
Trails	Y
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to the Title 19 Development Standards, the following standards apply:

Existing Zoning	*Permitted Density*	*Units Allowed*	*Units Provided*
U (Undeveloped) Zone [L (Low Density Residential) General Plan designation]	5.49 du/ac	108	76
Proposed Zoning	***Permitted Density***	***Units Allowed***	***Units Provided***
R-1 (Single Family Residential)	5.49 du/ac	108	76

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Setbacks:			
• Front	20 Feet	20 Feet	Y
• Side (interior)	5 Feet	5 Feet	Y
• Side (corner)	15 Feet	15 Feet	Y
• Rear	15 Feet	15 Feet	Y
• Maximum Height	35 Feet	N/A	N/A

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Horse Drive	Major Collector	Master Plan of Streets and Highways	80	Y
Jones Boulevard	Primary Arterial	Master Plan of Streets and Highways	90	Y*

**The street width of Jones Boulevard was amended to 90-foot wide Primary Arterial per an amendment to the Master Plan of Streets and Highways (MSH-3453).*

19.04.040 Connectivity			
Transportation Network Element		***# Links***	***# Nodes***
Internal Street		6	
Intersection – Internal			4
Cul-de-sac Terminus			
Intersection – External Street or Stub Terminus			1
Intersection – Stub Terminus w/ Temporary Turn Around Easements			
Non-Vehicular Path - Unrestricted		0.5	
Total		6.5	5
	Required	***Provided***	
Connectivity Ratio (Links / Nodes):	**1.30**	**1.30**	

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Single Family, Detached	76 du	2 spaces per du	152				
TOTAL SPACES REQUIRED			152		152		Y
Regular and Handicap Spaces Required			152	0	152	0	Y

ANALYSIS

This is a request for a Rezoning (ZON-57688) from U (Undeveloped) Zone [L (Low Density Residential) General Plan designation] to R-1 (Single Family Residential) on approximately 19.71 acres located on the northeast corner of Jones Boulevard and Horse Drive. The site is located within Centennial Hills Sector Plan area and is designated L (Low Density Residential), which allows for up to 5.49 dwelling units per acre.

The applicant has proposed to develop the subject site into a gated residential subdivision containing 76 units. The proposed density of 3.85 dwelling units per gross acre falls well within the maximum allowed. The development complies with all Title 19.04 development standards and has a Connectivity Score of 1.30, that also complies with Title 19.04.

The proposed lots range in size from 6,751 square feet to 10,268 square feet. Site access is proposed from Horse Drive by way of a 92-foot private street that will serve this site. Interior circulation is provided by 47-foot wide private streets with five-foot sidewalks and L-curbs on both sides of the street which comply with Title 19.04 development standards. There is a required bike lane trail adjacent to the site along Jones Boulevard. One pedestrian access connections have been provided along the eastern perimeter of the subdivision. No neighborhood parks are proposed.

The submitted cross sections indicate that the maximum natural grade across the site from both north to south and from east to west is less than 2%. Perimeter walls on the western and southern perimeter of the site are up to six feet in height screening and retaining in conformance to Title 19.06.070 standards, which allow up to 10 feet total height. The walls are designed in accordance with 19.06.070 requirements with 20% contrasting materials and decorative caps to match adjacent developments.

The Clark County School District projects that approximately 33 primary and secondary school students would be generated by the proposed development on this site. Of the three schools serving the area (K.Ward Elementary School, Saville Middle School and Shadow Ridge High School), the District notes that only Saville Middle School was not over capacity for the 2014-15 school year, and no new schools are planned in this area at this time.

FINDINGS (ZON-57688)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed Rezoning from U (Undeveloped) Zone [L (Low Density Residential) General Plan designation] to R-1 (Single Family Residential) is in conformance with the existing L (Low Density Residential) designation under the Centennial Hills Sector Plan of the General Plan.

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 applicant has proposed to develop the site into a 76-unit single-family residential subdivision which is a permitted land use within the proposed R-1 (Single Family Residential) zoning designation.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

The proposed R-1 (Single Family Residential) is an appropriate zoning designation, which will allow conformance with the existing L (Low Density Residential) designation within the Southwest Sector Plan of the General Plan.

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.

Primary site access is from Horse Drive, an 80-foot Major Collector, which provides adequate capacity to serve the proposed use.

FINDINGS (TMP-57689)

The proposed Tentative Map conforms to Nevada Revised Statutes and Title 19. Therefore, staff recommends approval with conditions.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 359 (By City Clerk)

APPROVALS 1

PROTESTS 2

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-57688 APN: 125-12-202-001

Name of Property Owner: Apollo Property Holdings LLC

Name of Applicant: Century Communities of Nevada, LLC

Name of Representative: Taney Engineering

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: _____ manager

Print Name: _____ Geoff's mgr

Subscribed and sworn before me

This 8th day of January, 2015

_____
Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MARIA C. CONTRERAS
Appt. No. 02-79111-1
My Appt. Expires Nov. 13, 2018

PRJ-57619
01/22/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Re-zoning

Project Address (Location) Horse and Jones

Project Name Horse and Jones **Proposed Use** _____

Assessor's Parcel #(s) 125-12-202-001 **Ward #** _____

General Plan: existing L proposed L **Zoning:** existing U (L) proposed R-1

Commercial Square Footage NA **Floor Area Ratio** NA

Gross Acres 19.71 **Lots/Units** 76 **Density** 3.85

Additional Information _____

PROPERTY OWNER Apollo Property Holdings, LLC **Contact** John Georgis

Address 2675 S Jones Blvd #209 **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89146

E-mail Address _____

APPLICANT Century Communities **Contact** Scott Prokopchuk

Address 6345 S Jones Blvd #400 **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89118

E-mail Address scott.prokopchuk@centurycommunities.com

REPRESENTATIVE Taney Engineering **Contact** Nicole Burguin

Address 6030 S Jones Blvd #100 **Phone:** 362 8844 **Fax:** _____

City Las Vegas **State** NV **Zip** 89118

E-mail Address nicoleb@taneycorp.com

Property Owner Signature* _____ mgr

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name John Georgis mgr

Subscribed and sworn before me

This 8th day of January, 20 15.

Maria C. Contreras

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MARIA C. CONTRERAS
Appt. No. 02-79111-1
My Appt. Expires Nov. 13, 2018

FOR DEPARTMENT USE ONLY

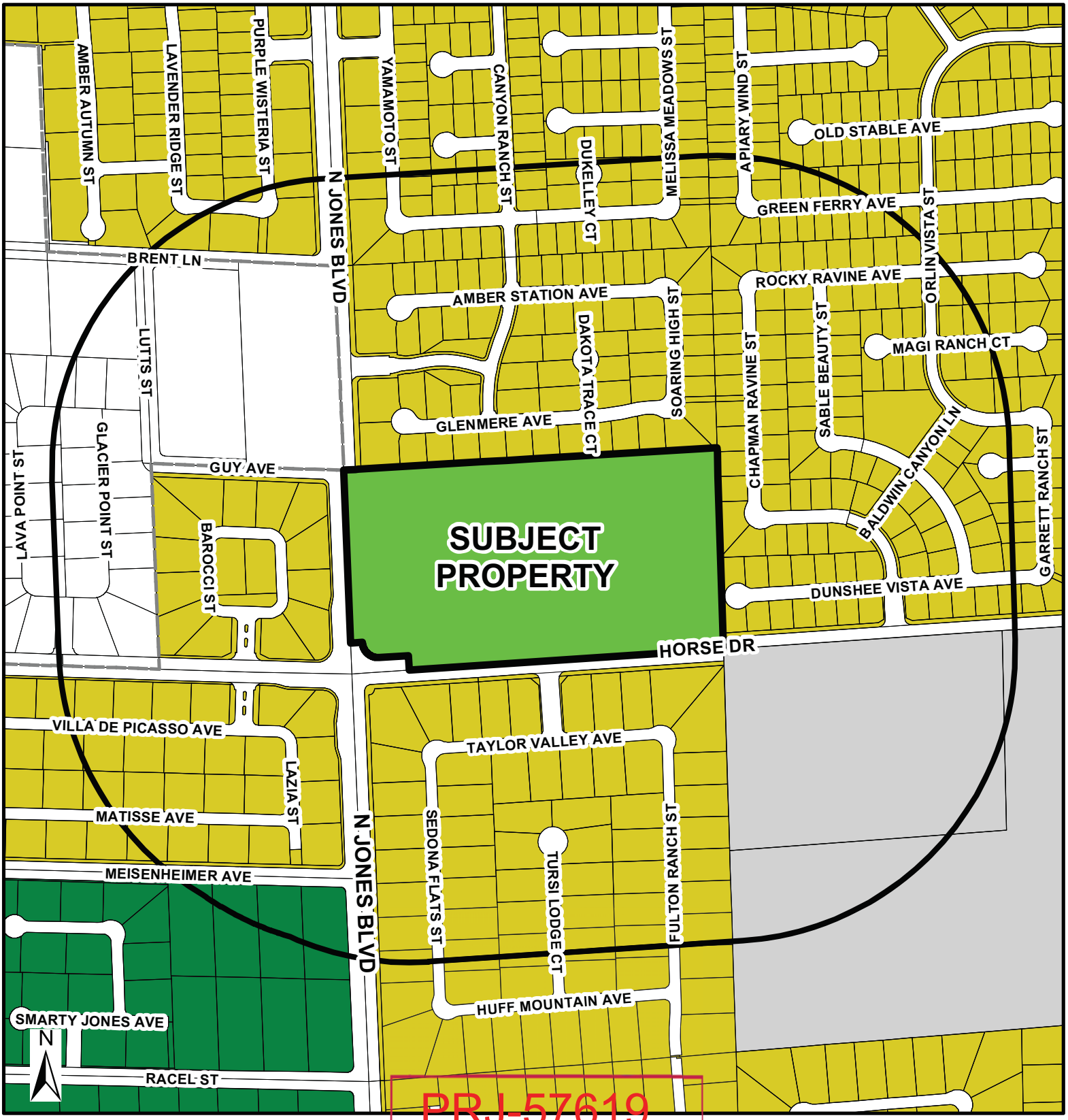
Case #	ZON-57688
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-57619
01/22/15

Revised 10/27/08

ZON-57688



PRJ-57619
01/26/15

Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residential Estates
- R-D - Single-Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single-Family Compact-Lot
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/ Manufactured Home Park
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

FROM U TO R-1

ZON-57688

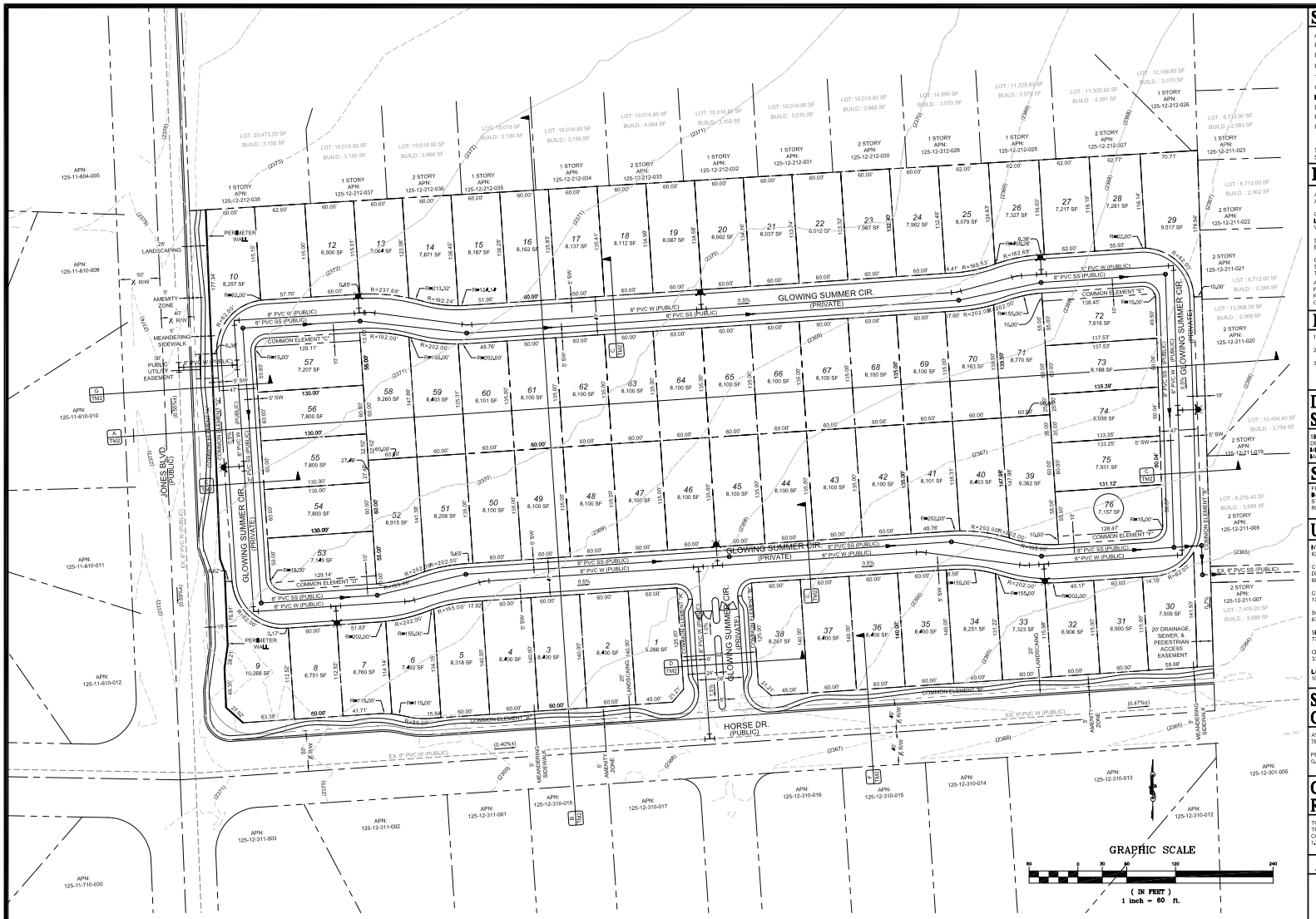
Subject Property

1000ft Buffer

City Limits

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, January 22, 2015



SITE INFORMATION

ASSESSORS PARCEL NUMBER	125-12-402-001
PROPOSED USE OF PROPERTY	SINGLE FAMILY RESIDENTIAL SUBDIVISION
EXISTING ZONING	U(L)
PROPOSED ZONING	R-1
TOTAL PROPOSED LOTS	76 RESIDENTIAL LOTS
GROSS ACREAGE	20.39±
NET ACREAGE	18.51±
DENSITY (BASED ON GROSS ACREAGE)	3.73 LOTS/ACRE
PARKING REQUIRED	2 PER UNIT = 152 SPACES
PARKING PROVIDED	304 SPACES TOTAL (76, 2-CAR GARAGES & 76, 2-CAR DRIVEWAYS)
STREET LANDSCAPING ALONG JONES BLVD.	11,736.60 SF
STREET LANDSCAPING ALONG HORSE DR.	18,143.75 SF

LANDSCAPING REQUIREMENTS

ALONG JONES BLVD, RIGHT-OF-WAY= 20-FT LANDSCAPE STRIP WITH WALL
ALONG HORSE DR., RIGHT-OF-WAY, 15-FT LANDSCAPE STRIP WITH WALL

CITY OF LAS VEGAS STANDARDS REQUIRE 24" BOX TREES BE PLANTED A MINIMUM OF 30-FT ON CENTER. LANDSCAPING SHALL INCLUDE DROUGHT-RESISTANT AND WATER EFFICIENT PLANT MATERIALS CONSISTENT WITH THE SOUTHERN NEVADA REGIONAL PLANNING COALITION REGIONAL PLANT LIST.

SHRUBS ARE REQUIRED IN ALL BUFFER AREAS, WITH A MINIMUM OF FOUR 5-GALLON SHRUBS REQUIRED FOR EVERY REQUIRED TREE.

GROUND COVERS SHALL BE INSTALLED IN ALL LANDSCAPED AREAS. NON-VEGETATIVE GROUND COVERS SHALL INCLUDE, WITHOUT LIMITATIONS, ROCKS AND SMALL STONE, CRUSHED ROCK AND BARK, INSTALLED TO A MINIMUM DEPTH OF TWO INCHES IN ALL AREAS.

A LANDSCAPING MAINTENANCE AGREEMENT WILL BE CREATED TO DETERMINE WHO IS RESPONSIBLE FOR THE MAINTENANCE OF ALL REQUIRED LANDSCAPING PER CODE, LOCATED ADJACENT TO PUBLIC RIGHT-OF-WAYS AND INTERNAL COMMON LOTS MAINTAINED PER CODE. ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH TITLE 19.

DEVELOPMENT NOTES:

1. THE SUBDIVIDER INTENDS ON ENFORCING THE STANDARD PROTECTIVE COVENANTS AND DEED RESTRICTIONS WHICH WILL BE COMPILED INTO A SEPARATE DOCUMENT.
2. THE SITE CONTAINS NO KNOWN FAULTS AND FISSURES. A GEOTECHNICAL ANALYSIS OF THE SITE IS BEING PREPARED AND MAY DETERMINE OTHERWISE.
3. THE SITE HAS NO KNOWN GROUNDWATER DEPTHS HISTORICALLY WITHIN 20 FEET OF THE EXISTING GROUND SURFACE. A GEOTECHNICAL ANALYSIS OF THE SITE IS BEING PREPARED AND MAY DETERMINE OTHERWISE.

DEVELOPMENT STANDARDS

SINGLE - FAMILY RESIDENTIAL DISTRICT
DENSITY ALLOWED: 6 UNITS/GROSS ACRE
MINIMUM LOT SIZE: 6,500 SQ. FT.
MAX. HEIGHT: 35 FEET

SETBACKS

FRONT YARD: 20 FEET
INTERIOR SIDE YARD: 5 FEET
STREET CORNER SIDE YARD: 15 FEET
REAR YARD: 15 FEET

UTILITY COMPANIES

NV ENERGY
6226 W. SAHARA AVE. 367-5555

CENTRAL TELEPHONE COMPANY
DBA CENTURY LINK
6655 VIA AUSTI PARKWAY, 244-7400

COX COMMUNICATIONS
1700 VEGAS DRIVE, 596-2100

SOUTHWEST GAS CORP.
6595 SHATZ STREET, 365-2202

SILVER STATE DISPOSAL SERVICE INC.
770 E. SAHARA AVE, 735-5151

CITY OF LAS VEGAS (SEWER)
333 N. RANCHO DRIVE, 229-6276

LAS VEGAS VALLEY WATER DISTRICT (WATER)
1001 SOUTH VALLEY VIEW BLVD, 870-2011

SEWER FLOW CALCULATIONS

AVERAGE FLOW =
76 LOTS X 0.000225 MGD = 0.019 MGD

PEAK FLOW =
0.019 MGD X 3.5 X 1.25 = 0.083125 MGD

CONNECTIVITY RATIO CALCS.

TOTAL LINKS = 6,5
TOTAL NODES = 5,0
CONNECTIVITY RATIO = 6.5/5.0 = 1.3
1.3 IS GREATER OR EQUAL 1.3 THEREFORE OK.

OWNERS

APOLLO PROPERTY HOLDINGS L L C ETAL 1/6
GEORGE 2004 TRUST JL
2675 S JONES BLVD #2090
LAS VEGAS NV 89146

ENGINEER

TANEY ENGINEERING — PHONE: 702-360-3644
6030 S. JONES BLVD, SUITE #100 — FAX: 702-362-5233
LAS VEGAS, NEVADA 89118

SUBDIVIDER/DEVELOPER

CENTURY COMMUNITIES
6345 SOUTH JONES BOULEVARD SUITE 400
LAS VEGAS, NEVADA 89118
TEL: (702) 873-5338 FAX: (702) 730-4333

FLOOD ZONE

THE PROJECT SITE IS IN ZONE X, AN AREA OUTSIDE THE 100-YEAR FLOOD PLAIN. FIRM PANEL 32003C1753 F, DATED NOVEMBER 16, 2011.

DRAINAGE NOTE

A 20-FT PUBLIC DRAINAGE EASEMENT TO BE PRIVATELY MAINTAINED IS PROPOSED AT THE SOUTHEAST CORNER OF THE PROJECT SITE.

LEGEND

DESIGN ELEVATION	10.00
EXISTING ELEVATION	(10.00)
SCARP (SLOPE VARIES)	
EXISTING CONTOUR (1' INTERVAL)	
EXISTING CONTOUR (5' INTERVAL)	
DIRECTION OF FLOW	
RETAINING WALL	
CENTERLINE	
RIGHT-OF-WAY	
CUT LINE - ASPHALT	
EASEMENT	
BOUNDARY LINE	
SEWER LINE	
WATER LINE	
PROPERTY LINE	
FIRE HYDRANT	

ABBREVIATIONS

AC	ASPHALTIC CONCRETE	RT	RIGHT
BC	BACK OF CURB	R/W	RIGHT-OF-WAY
BCR	BACK OF CURB RADIUS	SS	SANITARY SEWER
BVC	BEGINNING OF VERTICAL CURVE	SW	SIDEWALK
BM	BENCH MARK	STA	STATION
CATV	CABLE T.V. DIVISION	SD	STORM DRAIN
CL	CENTERLINE	STD	STANDARD
CBC	CITY OF BOULDER CITY	SL	STREET LIGHT
CC	CLARK COUNTY	TC	TOP OF CURB
CO	CLEAN OUT	TYP	TYPICAL
CY	CUBIC YARD	VERT	VERTICAL
DI	DROP INLET	VC	VERTICAL CURVE
DG	DESIGN GRADE	VG	VALLEY GUTTER
EP	EDGE OF PAVEMENT	VCP	VITRIFIED CLAY PIPE
EC	END OF CURVE	W	WATER
EVC	END OF VERTICAL CURVE	WM	WATER METER
EX	EXISTING		
FG	FINISH GRADE		
FF	FINISH FLOOR ELEVATION		
FT	FEET		
FH	FIRE HYDRANT		
FL	FLOW LINE		
GB	GRADE BREAK		
HP	HIGH POINT		
INV	INVERT		
LFF	LOWER FINISH FLOOR ELEVATION		
LF	LINEAR FEET		
LVVWD	LAS VEGAS VALLEY WATER DISTRICT		
MH	MANHOLE		
MAX	MAXIMUM		
MIN	MINIMUM		
NTS	NOT TO SCALE		
OC	ON CENTER		
PI	POINT OF INTERSECTION		
PRC	POINT OF REVERSE CURVE		
PC	POINT OF CURVE		
PT	POINT OF TANGENCY		
PCC	POINT OF COMPOUND CURVE		
PP	POWER POLE		
PL	PROPERTY LINE		
PB	PULL BOX		
R	RADIUS		

LEGAL DESCRIPTION

A PORTION OF SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

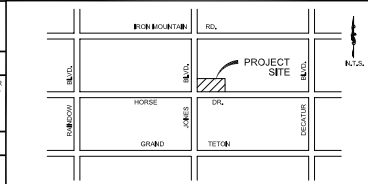
BASIS OF BEARING

NORTH 01° 47'03" WEST, BEING THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 93 OF PARCEL MAPS, AT PAGE 65.

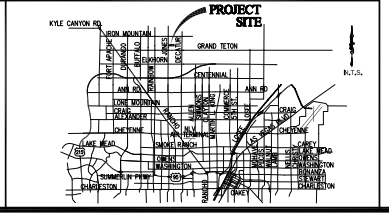
BENCHMARK

RIVET AND PLATE IN TOP OF CURB SOUTH EAST CORNER OF HORSE DR.& JONES BLVD.
722,588m/2370.69FT (NAVD 88 DATUM)

LOCATION MAP



VICINITY MAP



Call Two Working Days Before You Dig

Dig Safely. Dig Safely
1-800-227-2600

NO.	DESCRIPTION	BY	DATE	APPR.
	PRJ-57619 02/11/15 REVISIONS			

CENTURY COMMUNITIES
6345 SOUTH JONES BOULEVARD SUITE 400
LAS VEGAS, NEVADA 89118
(702) 873-5338 FAX: (702) 730-4333

TANEY ENGINEERING
6030 S. JONES BLVD. SUITE #100
LAS VEGAS, NV 89118
702-362-3644 FAX: (702) 362-5233

HORSE & JONES
SINGLE FAMILY RESIDENTIAL

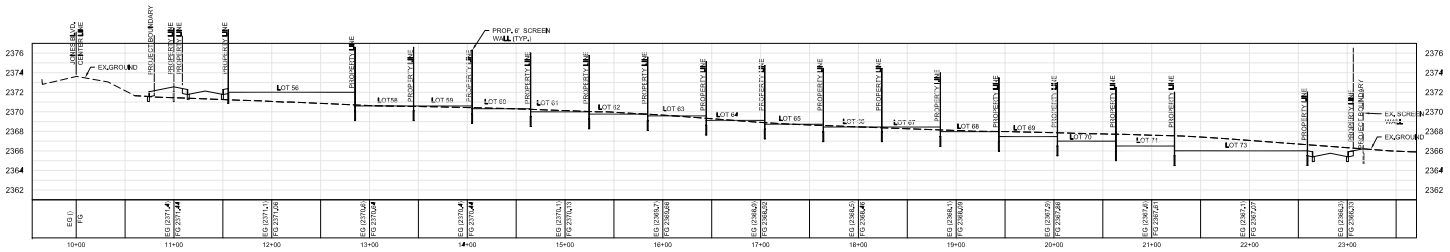
TENTATIVE MAP

TIMOTEO S. MORENO
Exp. 12-31-15
CIVIL
No. 10361
ENGINEER'S SEAL

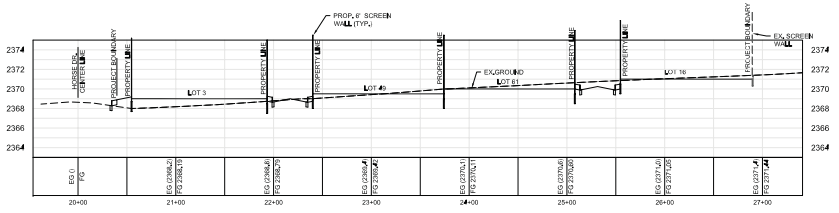
DATE:	1.9.2015
SCALE:	1"=60'
JOB NO:	CYC-14-003
DESIGNED BY:	CA
DRAWN BY:	CA
SHEET NAME:	TM1
SHEET:	1 OF 2

FILE NAME:

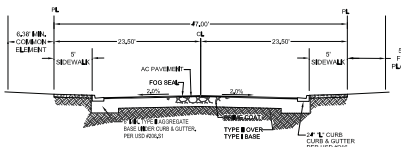
ZON-57688 and TMP-57689 - REVISED



SECTION "A"
SCALE: 1" = 60' HORIZ., 1" = 6' VERT.

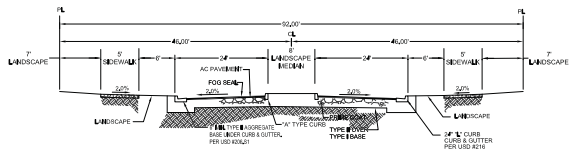


SECTION "B"
SCALE: 1" = 60' HORIZ., 1" = 6' VERT.

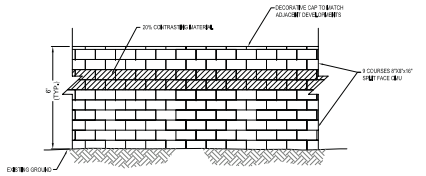


* TO BE MAINTAINED BY INDIVIDUAL PROPERTY OWNER.

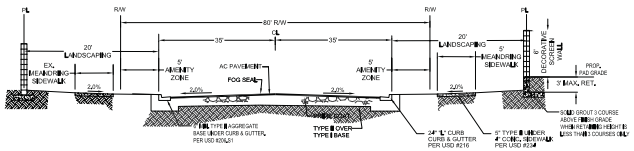
SECTION "C"
TYPICAL 47 STREET (PRIVATE)



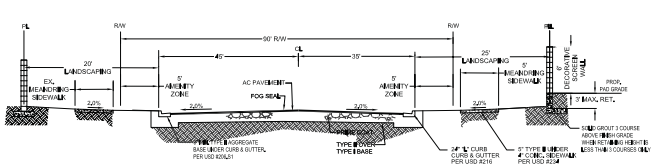
SECTION "D"
STREET AT ENTRANCE (PRIVATE)



DETAIL "E"
PERIMETER DECORATIVE BLOCK WALL SECTION
(TITLE 19.06.070)
(ADJACENT TO JONES BLVD. & HORSE DR.)



SECTION "F"
80' R/W - HORSE DR.
(PUBLIC)



SECTION "G"
90' R/W - JONES BLVD.
(PUBLIC)

PRJ-57619
02/11/15

NO.	DESCRIPTION	BY	DATE	APPR.
	REVISIONS			

CENTURY COMMUNITIES
6345 SOUTH JONES BOULEVARD SUITE 400
LAS VEGAS, NV 89118
(702) 873-4338 FAX: (702) 730-4333

TANEY ENGINEERING
6030 S. JONES BLVD. SUITE #100
LAS VEGAS, NV 89118
(702) 362-8844 FAX: (702) 362-2610

HORSE & JONES
SINGLE FAMILY RESIDENTIAL

TENTATIVE MAP

REGISTERED PROFESSIONAL ENGINEER
TIMOTEO S. MORENO
Exp. 12-31-15
CIVIL
No. 10361
STATE OF NEVADA

ENGINEER'S SEAL

DATE:	1.9.2015
SCALE:	N/A
JOB NO:	CYC-14-003
DESIGNED BY:	CA
DRAWN BY:	CA
SHEET NAME:	TM2
SHEET:	2 OF 2

FILE NAME:

ZON-57688 and TMP-57689 - REVISED

Real Property Management
4190 McLeod Drive, 2nd Floor
Las Vegas, NV 89121

School Development Tracking Form

http://ccsd.net/departments/real-property

Date Filed 2/6/2015 **Application Number** PRJ-57619, TMP-57689, ZON-57688 **Entity** LV

Company Name Century Communities

Contact Name

Contact Mailing Address

City **State** **Zip Code**

Phone **Mobile** **Fax** **Email**

Project Name Horse & Jones

Project Description Horse & Jones

APN's 125-12-202-001

Student Yield		Elementary School		Middle School		High School	
Single-Family Units (1)	76	x 0.195 =	15	x 0.102 =	8	x 0.135 =	10
Multi-Family Units (2)		x 0.135 =	0	x 0.056 =	0	x 0.062 =	0
Resort Condo Units (3)							
Total			15		8		10

(1) *Single Family unit is defined as single family detached home, mobile home, and town homes.*
(2) *Multi-Family unit is defined as apartment, multiplexes, and condominiums.*
(3) *Resort Condominium units for tracking purposes only.*

** To be completed by CCSD*

Schools Serving the Area*					
Name	**Address**	**Grade**	**Capacity**	**Enrollment**	**Site Date**
K. Ward ES	5555 Horse Dr	K-5	800	845	12/19/14
Saville MS	8108 N. Torrey Pines Dr	6-8	1631	1501	12/19/14
Shadow Ridge HS	5050 Brent Lane	9-12	2609	2689	12/19/14

*** CCSD Comments** K. Ward ES and Shadow Ridge HS are over capacity for the 2014-15 school year. K. Ward ES is 5.62% over capacity. Shadow Ridge HS is 3.18% over capacity.

No new schools are planned for the area.

☐ Approved ☐ Disapproved



ZON-57688 [PRJ-57619] - REZONING RELATED TO TMP-57689 - APPLICANT: CENTURY COMMUNITIES - OWNER: APOLLO PROPERTY HOLDINGS, LLC
NORTHEAST CORNER OF JONES BOULEVARD AND HORSE DRIVE

01/29/15



ZON-57688 [PRJ-57619] - REZONING RELATED TO TMP-57689 - APPLICANT: CENTURY COMMUNITIES - OWNER: APOLLO PROPERTY HOLDINGS, LLC
NORTHEAST CORNER OF JONES BOULEVARD AND HORSE DRIVE

01/29/15



ZON-57688 [PRJ-57619] - REZONING RELATED TO TMP-57689 - APPLICANT: CENTURY COMMUNITIES - OWNER: APOLLO PROPERTY HOLDINGS, LLC
NORTHEAST CORNER OF JONES BOULEVARD AND HORSE DRIVE

01/29/15

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

January 21, 2015

City of Las Vegas
Community Planning
333 N. Rancho Drive
Las Vegas, NV 89106

RE: Horse and Jones Zone Change and Tentative Map
APN 125-12-202-001 (19.71 Ac)

To Whom It May Concern:

On behalf of Century Communities, we are applying for a zone change and tentative map for a 76-Lot planned residential subdivision on the above-mentioned property located on the north east corner of Horse and Jones.

The current zoning designation for the property is Undeveloped/Low U(L) with allowances of 3.6 to 5.5 units per acre density. We are proposing a zone change from U(L) to R-1 with lot sizes ranging from 6,900 sf to 10,268 sf. The average lot size equates to 8,584 sf for our subdivision.

Our proposed design complies with the density range at 3.73 units per acre and we comply with all standard public works and utility designs, with the exception of the 4-knuckles on the corners of the subdivision, do not incorporate the typical flares to the external radii. They are also designed with an inside curb return radii of twenty (20') feet where thirty (30') feet is the required standard. Although the flares will be lacking on these knuckles, we do not see a problem with meeting the necessary frontage widths for the four lots (9, 10, 29, and 30) at these knuckles. Attached is an email inquiring about our deviation to the standard with Victor Balanos, Traffic Engineer for the City. In it, he indicated that a formal deviation application need not be filed, however, the conditions of approval for the zone change will indicate that the deviation is allowed and approved by the City.

We look forward to your acceptance of the application and ultimate approval for the zone change and tentative map.

Sincerely,
TANEY ENGINEERING

Tim S. Moreno, P.E.
Senior Project Manager

ZON-57688 and TMP-57689

PRJ-57619
01/22/15

Nicole Burguin

From: Victor Bolanos <vbolanos@LasVegasNevada.GOV>
Sent: Tuesday, January 06, 2015 1:32 PM
To: Robert Cunningham
Cc: Lucien Paet; Tim Moreno; Nicole Burguin; Michael Cunningham; Bart Anderson; Roger Bailey
Subject: RE: Site Plan for new project located at Horse & Jones - Northeast corner - request for a wavier on the cul-de-sac requirements in the standard drawings.

Hi Robert,

On the conditions of approval, we will state that a deviation is approved for the knuckles.

Victor

From: Robert Cunningham [mailto:rc@taneycorp.com]
Sent: Tuesday, January 06, 2015 12:35 PM
To: Victor Bolanos
Cc: Lucien Paet; Tim Moreno; Nicole Burguin
Subject: Site Plan for new project located at Horse & Jones - Northeast corner - request for a wavier on the cul-de-sac requirements in the standard drawings.

Good Day Victor,

We are proposing to submit a tentative map and zone change for a 20-acre site located at the northeast corner of Jones & Horse. We anticipate having the pre-submittal meeting next week with CLV staff. Attached is a preliminary site plan for your reference. There are 4 proposed knuckles on the site, these knuckles do not comply with the required flaring per the Uniform Standard Drawing. Since these are private streets and only one lot fronts each of the knuckles, would it be possible for a waiver of the standard knuckle design to be submitted along with the zone change submitted on this application or is there another procedure we need to go through to obtain approval. Any communication on this issues is greatly appreciated. Thank you.

Robert Cunningham
Taney Engineering
Principal
Director of Engineering Services
(702) 362-8844 x224 Office
(702) 809-4896 Mobile
rc@taneycorp.com
6030 South Jones Blvd. #100
Las Vegas, NV 89118
www.taneycorp.com

PRJ-57619
01/22/15

ZON-57688 and TMP-57689

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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CITY CLERK

2015 APR -6 P 12:11

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-57688 & TMP-57689 [PRJ-57619]
City Council Meeting of April 15, 2015

STRAWN MICHELLE L & MICHAEL
5642 RED ROOF ST
NORTH LAS VEGAS NV 89081

APN#12512212047

27 BRDFNMP 89081

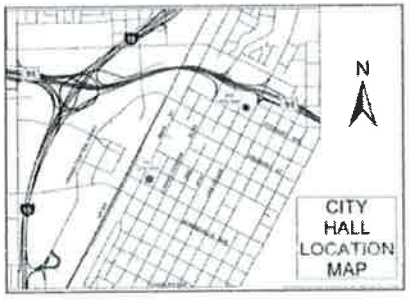
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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U.S. POSTAGE PITNEY BOWES
ZIP 89101 $ 000.46⁰
02 1W
0001398173 FEB 26 2015

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Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-57688 & TMP-57689 [PRJ-57619]
Planning Commission Meeting of 3/10/2015

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City of Las Vegas
Dept. of Planning

Case: ZON-57688
12511604013
CUTTER SCOOTER TRUST
2645 MARION DR
LAS VEGAS NV 89115

67 LRDFNMP 89115

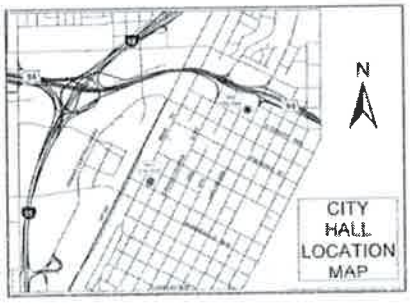
Submitted after final agenda
3/10/15 Item 25-26P

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-57688 & TMP-57689 [PRJ-57619]
Planning Commission Meeting of 3/10/2015

Case: ZON-57688

12511710023
MORAN DANIEL & TONI
6135 MATISSE AVE
LAS VEGAS NV 89131-5903

97 LRDFNMP 89131

25-26P

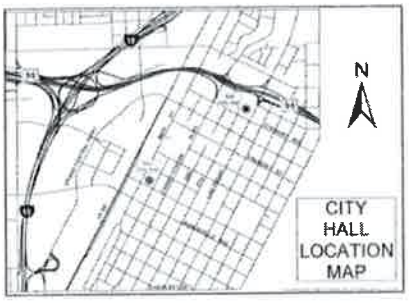
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Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-57688 & TMP-57689 [PRJ-57619]
Planning Commission Meeting of 3/10/2015

ZONED 1/2 ACRE LOTS LIKE THE OTHER 3 CORNERS OF JONES AND HORSE. 38 HOMES MAX NOT 76 POSTED SAME SIZE LOTS. I AM AGAINST THIS CHANGE AGAIN.

Case: ZON-57688
12512311006
STEPHENSON RANDALL J & NORMA S
8305 SEDONA FLATS ST
LAS VEGAS NV 89131-2058

97 LRDFNMP 89131

25-26P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☒ we SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-57688 & TMP-57689 [PRJ-57619]
Planning Commission Meeting of 3/10/2015

97 LRDFNMP 89131

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MAR 4 2015
City of Las Vegas
Dept. of Planning

Case: ZON-57688
12511710050
WILLIAMS GARY R & BEVERLY L
6136 MATISSE AVE
LAS VEGAS NV 89131-5903

AR Williams
Bev Williams

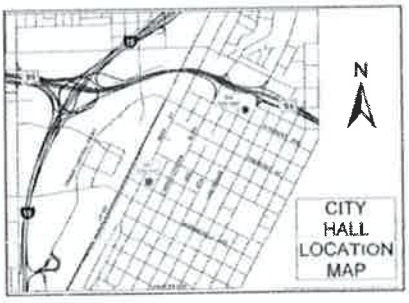
25-26A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-57688 & TMP-57689 [PRJ-57619]
Planning Commission Meeting of 3/10/2015

Case: ZON-57688
12512211018
ROSS VERNON E III & SABRINA M
5617 ROLLING PASTURE AVE
LAS VEGAS NV 89131-2054

97 LRDFMP 89131

25-26 A

p.1

702-255-3765

City of Las Vegas
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Development Services Center
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Las Vegas, Nevada 89106

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-57688 & TMP-57689 [PRJ-57619]
Planning Commission Meeting of 3/10/2015

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City of Las V
Dept. of Pla

Case: ZON-57688
12512211033
MANN FAMILY TRUST
MANN RANDALL L & MELINDA K TRS
5608 ROCKY RAVINE AVE
LAS VEGAS NV 89131-2033

Randall Mann

25-26 A

MAR. 9. 2015 10:03AM NO. 695 P. 1/1

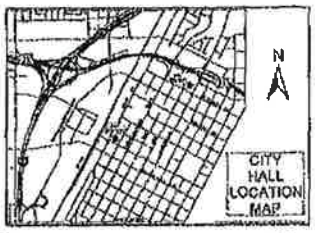
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☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-57688 & TMP-57689 [PRJ-57619]
Planning Commission Meeting of 3/10/2015

Comments: 3 to Acre
10 foot side yard set backs
20 foot front yard set backs
Lots of Congestion on horse
There is no "signal"
Project Needs extra landscaping
No parking on horse
Since 2003 Tired of
Seeing weeds and piles
of dirt!!! 3/9/2015
Alan & Rachel Booth

Case: ZON-57688
12512310029
BOOTH ALAN & RACHEL REV TR AGMT
BOOTH ALAN D & RACHEL CO-TRS
P O BOX 34045
LAS VEGAS NV 89133-4045

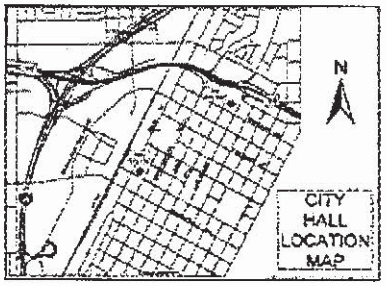
25-20 C

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Case: ZON-57688
12511710049
MCMALL MARY K & THOMAS R
6144 MATISSE AVE
LAS VEGAS NV 89131-5903

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
ZON-57688 & TMP-57689 [PRJ-57619] THIS PACEL SHOULD BE REQUIRED TO BE THE SAME (-OR LIKE-)
Planning Commission Meeting of 3/10/2015 AS THE 3 OTHER EXISTING CORNERS OF HORSE/SONG (R-PD2) @ least no denser than medium density.
97 LRDFNMP 89131
This area has a rural feel with ESTATE PROPERTIES ALL AROUND - LETS NOT CHANGE

25-26 P

03-03-'15 07:34 TO- 7024647499 FROM- 4701 W Russell Rd P0001/0002 T-790 F-696

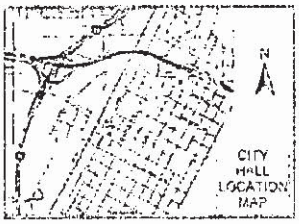
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MAR 3 2015

City of Las Vegas
Dept. of Planning

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



The Area will become too densly populated Creating traffic congestion and School overcrowding. Land and property values will decrease further due to overcrowding. A continued burden to scarce water resources. Do not develop this parcel unless a desert themed Community park is planned.

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: ZON-57688
12512212047
STRAWN MICHELLE L & MICHAEL
5642 RED ROOF ST
NORTH LAS VEGAS NV 89081

☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.
ZON-57688 & TMP-57689 [PRJ-57619]
Planning Commission Meeting of 3/10/2015

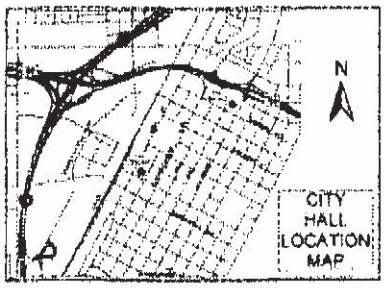
27 LRDFNMP 89081

MAR-02-2015 11:02 From:7026366312 PHARMECY Page:1/1

25-26 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.
ZON-57688 & TMP-57689 [PRJ-57619]
Planning Commission Meeting of 3/10/2015

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City of Las Vegas
Dept. of Planning

Case: ZON-57688
12512202001
APOLLO PROPERTY HOLDINGS L L C
MARCHIO FAMILY L L L P
2675 S JONES BLVD #2090
LAS VEGAS NV 89146

P1 LRDPNMP 89146

25-26 A

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
TMP-57689 - TENTATIVE MAP RELATED TO ZON-57688 - HORSE AND JONES - PUBLIC HEARING - APPLICANT: CENTURY COMMUNITIES - OWNER: APOLLO PROPERTY HOLDINGS, LLC - For possible action on a request for a Tentative Map FOR A 76-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 19.71 acres at the northeast corner of Jones Boulevard and Horse Drive (APN 125-12-202-001), U (Undeveloped) Zone [L (Low Density Residential)] [PROPOSED: R-1 (Single Family Residential)], Ward 6 (Ross) [PRJ-57619]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**4**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: TMP-57689 APN: 125-12-202-001

Name of Property Owner: Apollo Property Holdings LLC

Name of Applicant: Century Communities of Nevada, LLC

Name of Representative: Taney Engineering

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: _____ manager

Print Name: _____ Geoff's mgr

Subscribed and sworn before me

This 8th day of January, 2015

_____
Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MARIA C. CONTRERAS
Appt. No. 02-79111-1
My Appt. Expires Nov. 13, 2018

PRJ-57619
01/22/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Tentative Map

Project Address (Location) Horse and Jones

Project Name Horse and Jones **Proposed Use** _____

Assessor's Parcel #(s) 125-12-202-001 **Ward #** _____

General Plan: existing L proposed L **Zoning:** existing U (L) proposed R-1

Commercial Square Footage NA **Floor Area Ratio** NA

Gross Acres 19.71 **Lots/Units** 76 **Density** 3.85

Additional Information _____

PROPERTY OWNER Apollo Property Holdings LLC **Contact** John Georgis

Address 2475 S. Jones Blvd., #209 **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89146

E-mail Address N/A

APPLICANT Century Communities **Contact** Scott Prokopchuk

Address 6345 S Jones Blvd #400 **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89118

E-mail Address scott.prokopchuk@centurycommunities.com

REPRESENTATIVE Taney Engineering **Contact** Nicole Burguin

Address 6030 S Jones Blvd #100 **Phone:** 362 8844 **Fax:** _____

City Las Vegas **State** NV **Zip** 89118

E-mail Address nicoleb@taneycorp.com

Property Owner Signature* _____ manager

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name John Georgis mgr

Subscribed and sworn before me

This 8th day of January, 20 15.

Maria C. Contreras

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MARIA C. CONTRERAS
Appt. No. 02-79111-1
My Appt. Expires Nov. 13, 2018

FOR DEPARTMENT USE ONLY

Case #	TMP-57689
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-57619
01/22/15

Revised 10/27/08

DEPARTMENT OF PLANNING

TENTATIVE MAP SUBMITTAL REQUIREMENTS

A Tentative Map submittal is subject to the requirements of Title 19.16.050.

PRE-APPLICATION CONFERENCE: A pre-application conference with a representative from the Department of Planning is required before submitting an application. This is to ensure that the proper type of application is being made and that various concerns will be addressed by the time of submittal. It is the responsibility of the applicant to schedule the pre-application conference by calling submitting a completed Pre-Application Conference Request form. See Planning Commission Meeting Schedule for pre-application conference and submittal closings dates.

PRE-APPLICATION SUBMITTAL CHECKLIST: A Submittal Checklist with an **original signature** by the planner conducting the Pre-Application Conference is required.

APPLICATION/PETITION FORM: A completed Application/Petition Form is required. The application shall be signed, notarized and acknowledged by the owner of record of each parcel of property. Non-Property Owner: An application is sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property for which the Tentative Map is sought. However, interest in that property must exist in a written agreement with the owner of record, attached to which is a copy of the Tentative Map application and in which the owner of record has authorized the lessee, contract purchaser or optionee to sign the application. The agreement must further stipulate that the owner of record consents to the filing and processing of the application and agrees to be bound by the requested Tentative Map.

DEED & LEGAL DESCRIPTION: In order to verify ownership, a copy of the recorded deed(s) for the subject property(ies), including exhibits and attachments, is required. The deed and all attachments must be legible.

FEES:

Administrative or Non-public Hearing	$750
Public Hearing	$750 plus $500 for notification and advertising costs

TENTATIVE MAP CHECKLIST: All items on the Checklist must be addressed on the Tentative Map. The Checklist must be signed by a Public Works Representative before submittal of the application.

DINA (SB 191) and/or PROJECT OF REGIONAL SIGNIFICANCE: If applicable, an Environmental Impact Assessment statement will be required.

TENTATIVE MAP: (21 folded and 1 rolled) Please refer to the Tentative Map Checklist for additional requirements. The tentative map must be stamped with a validated land surveyor's OR engineer's seal on every page. The seal must be signed, dated and include the expiration date of the seal. All site area must be on one sheet or page.

PERIMETER WALL DETAIL and ELEVATION: Provide existing and proposed perimeter wall details including the height of retaining and screen walls and step-backs. Provide elevations that indicate overall height, color, material, and texture of the walls.

CROSS SECTION DRAWING: Seven (7) copies of a Cross Section Drawing that meets the requirements of Title 19.16.050(J).

LASER PRINT: A reduced, black & white 8.5x11 (high resolution) copy of the Tentative Map and Cross Section Drawing are required.

STATEMENT OF FINANCIAL INTEREST: A completed Statement of Financial Interest is required.

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DEPARTMENT OF PLANNING

TENTATIVE MAP APPLICATION CHECKLIST

The following information/data shall be submitted with each tentative map application:

A. Tentative Map Contents

- [x] 1. Name of the proposed subdivision.
- [x] 2. Names, addresses and phone numbers of owner, subdivider and surveyor or engineer.
- [x] 3. A legend which denotes the meaning of all the symbols used and which includes the date, north arrow and scale.
- [x] 4. A location map giving sufficient legal description to describe tract boundaries and relationships to surrounding areas and existing public streets.
- [x] 5. Identification of adjoining properties.
- [x] 6. Existing topography (obtained by actual survey at one (1) foot contours (based on city datum) on site and within one hundred fifty (150) feet of the proposed subdivision (except for the interior of existing subdivisions within one hundred, fifty (150) feet). The Department of Public Works may require larger contour intervals for large tracts.
- [x] 7. Existing structures and other physical features.
- [x] 8. Existing and proposed lot lines and dimensions. Each proposed lot shall be numbered in sequence, and each block shall be numbered or lettered. Letters may be used to identify common lots.

X-sections

- [ ] 9. Existing and proposed street right of way widths, grades (with the direction of drainage indicated) and corner radii.

St. Names

- [ ] 10. Existing and proposed street names.
- [x] 11. Except for commercial subdivisions, existing and proposed street addresses or address ranges for each block, in accordance with the City's street addressing regulations.
- [x] 12. Locations and widths of existing and proposed utility rights-of-way and easements.
- [x] 13. Locations and widths of existing and proposed irrigation or drainage ditch rights-of-way and easements.
- [x] 14. Existing and proposed storm drains.

Connection to easement

- [ ] 15. Proposed sanitary sewer systems, showing pipe sizes, manholes, direction of flow and point of connection to existing facilities.
- [x] 16. Existing and proposed potable water mains and, for subdivisions to be supplies by wells, the location, pressure and capacity of such wells, and the potential population capable of being served by such wells. The wells must be authorized under State certificate.
- [x] 17. Proposed reservations or dedications for parks, trails, open spaces, schools, or other public or quasi public uses.

PRJ-57619 01/22/15 *Updated 7/26/2012*

TMP-57689

☒ 18. Existing street names, rights of way and pavement widths for streets within one hundred fifty (150) feet of the proposed subdivision.

☒ 19. If required, an Impact Statement in accordance with LVMC 19.16.010 (E) and a Traffic Management Plan.

☒ 20. Note on the map indicating whether streets, drainage corridors, sewer corridors, parks, trails, open spaces and schools are to be public or private.

☐ 21. Note on the map that above ground utility boxes shall not be placed within trail corridors, if trail areas are designated on the map.

B. Supplemental Information

The following supplemental information may be required by the Department of Public Works or the Department of Planning. When required, it shall be submitted on separate drawings or sheets.

☒ 1. A Traffic Impact Analysis, Single Subdivision Access Report, or Master Driveway and Onsite Circulation Plan, prepared in accordance with City standards or as directed by the City Traffic Engineer.

☐ 2. Development Impact Notice and Assessment (DINA) per LVMC 19.16.010 (E) of the Unified Development Code (refer to the pre-application checklist).

Knuckles ☐ 3. Any proposed deviations from City standards (refer to the pre-application checklist).

☐ 4. A copy of the deed for the property (refer to the pre-application checklist).

☐ 5. Whenever, on the perimeter of a project, walls are proposed which (1) face a public street or adjoining property not in common ownership; (2) are within a single plane and are not separated by landscaping; and (3) exceed the maximum acceptable wall heights indicated in Title 19 or other applicable Master Plan, the applicant shall submit three copies of a plan or proposed perimeter grades which indicates all such walls. This plan may be super imposed on the tentative map but must be legible. The plan shall include cross sections of all sections of the project perimeter with walls which exceed the heights indicated in above.

☒ 6. If applicable, a letter indicating that an in-lieu-of park is proposed.

Department of Public Works Signature: Roger Baker

Date: 1/21/15

PRJ-57619 Updated 7/26/2012
01/22/15

TMP-57689

DEPARTMENT OF PLANNING

DATE: 1/22/2015

City of Las Vegas
Department of Planning
333 North Rancho Drive
Las Vegas, NV 89106

RE: PROJECT NAME
Tentative Map Election to Follow Alternative Procedure and Consent to Extension of Time Limit

To whom it may concern:

Century Communities of Nevada, LLC (Subdivider) hereby elects to follow the alternative procedure for tentative map processing set forth in LVMC 19.16.050(C)(4). In so doing, Subdivider acknowledges that this election and the City's acceptance of a tentative map application as complete shall be deemed to constitute the mutual consent of the City and Subdivider to extend the time limits set forth in NRS 278.350 for the City to act and report on a tentative map. Subdivider also acknowledges that final action on the map may not occur until final action has been taken on any related zoning application, site development plan review, or both. Subdivider has elected the alternative procedure to facilitate the ability of the tentative map to be heard concurrently with any and all associated land use entitlements.

If any question or concerns arise from this request please contact Taney Engineering Nicole Burguin at (702)-362-8844. Thank you.

Sincerely,

(Signature)

Don Boettcher
(Print)

Subscribed and sworn before me

This 22nd day of January, 2015.

Lucienne Ransom
Notary Public in and for said County and State

LUCIENNE RANSOM
Notary Public State of Nevada
No. 08-6692-1
My appt. exp. Apr. 4, 2016

PRJ-57619
01/22/15

TMP-57689

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 15, 2015

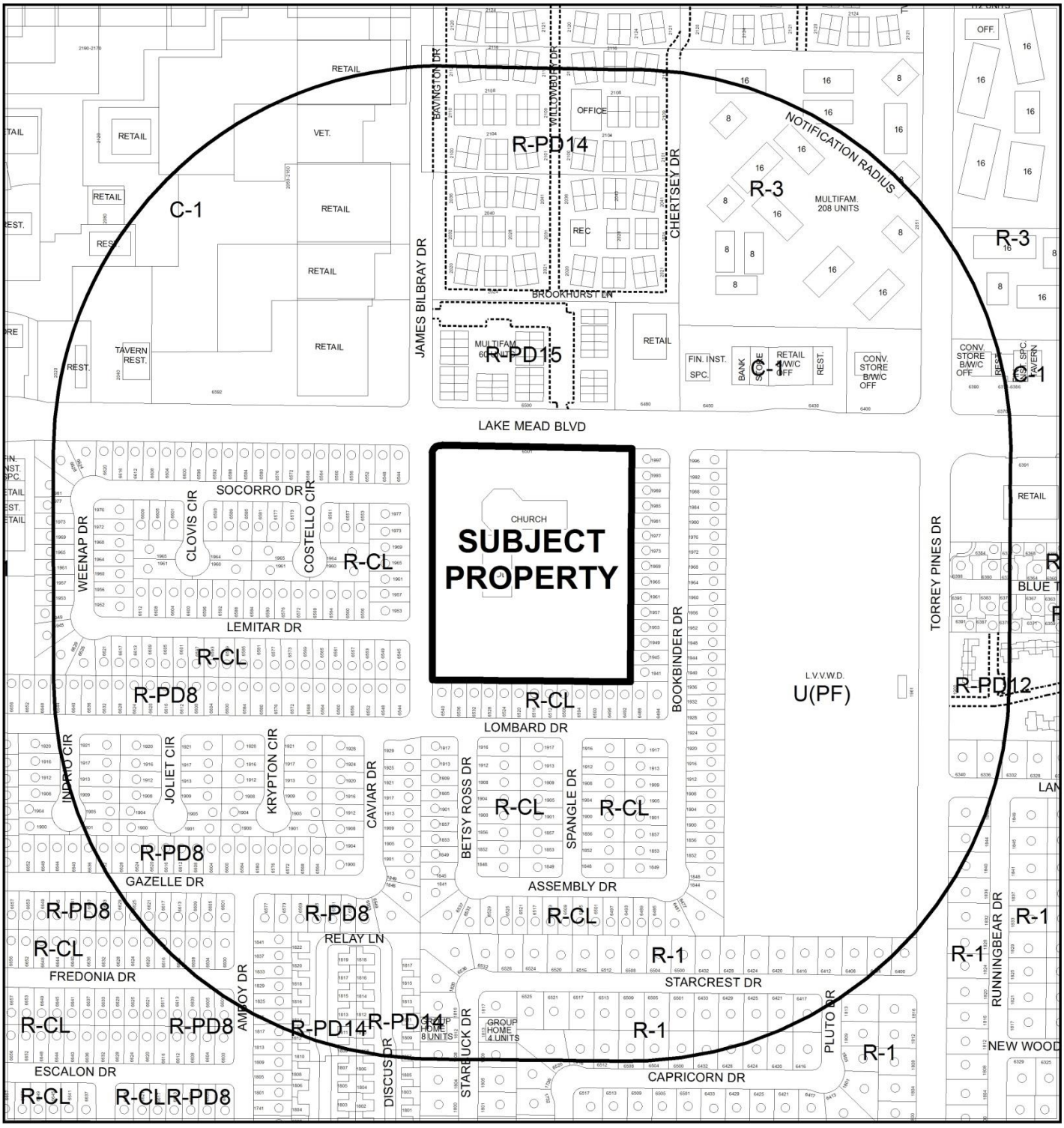
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-57890 - SITE DEVELOPMENT PLAN REVIEW RELATED - PUBLIC HEARING - APPLICANT/OWNER: LIBERTY BAPTIST CHURCH OF LAS VEGAS - For possible action on a request for a Major Amendment to Plot Plan Review [Z-0089-86(1)] FOR A PROPOSED 70-FOOT RADIO COMMUNICATION TOWER OPERATED IN CONJUNCTION WITH AN EXISTING CHURCH/HOUSE OF WORSHIP on a portion of 7.47 acres located at 6501 West Lake Mead Boulevard (APN 138-23-302-001), C-V (Civic) Zone, Ward 5 (Barlow) [PRJ-57558]. The Planning Commission (4-2 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**0**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (4-2 vote) and Staff recommend APPROVAL, subject to conditions:

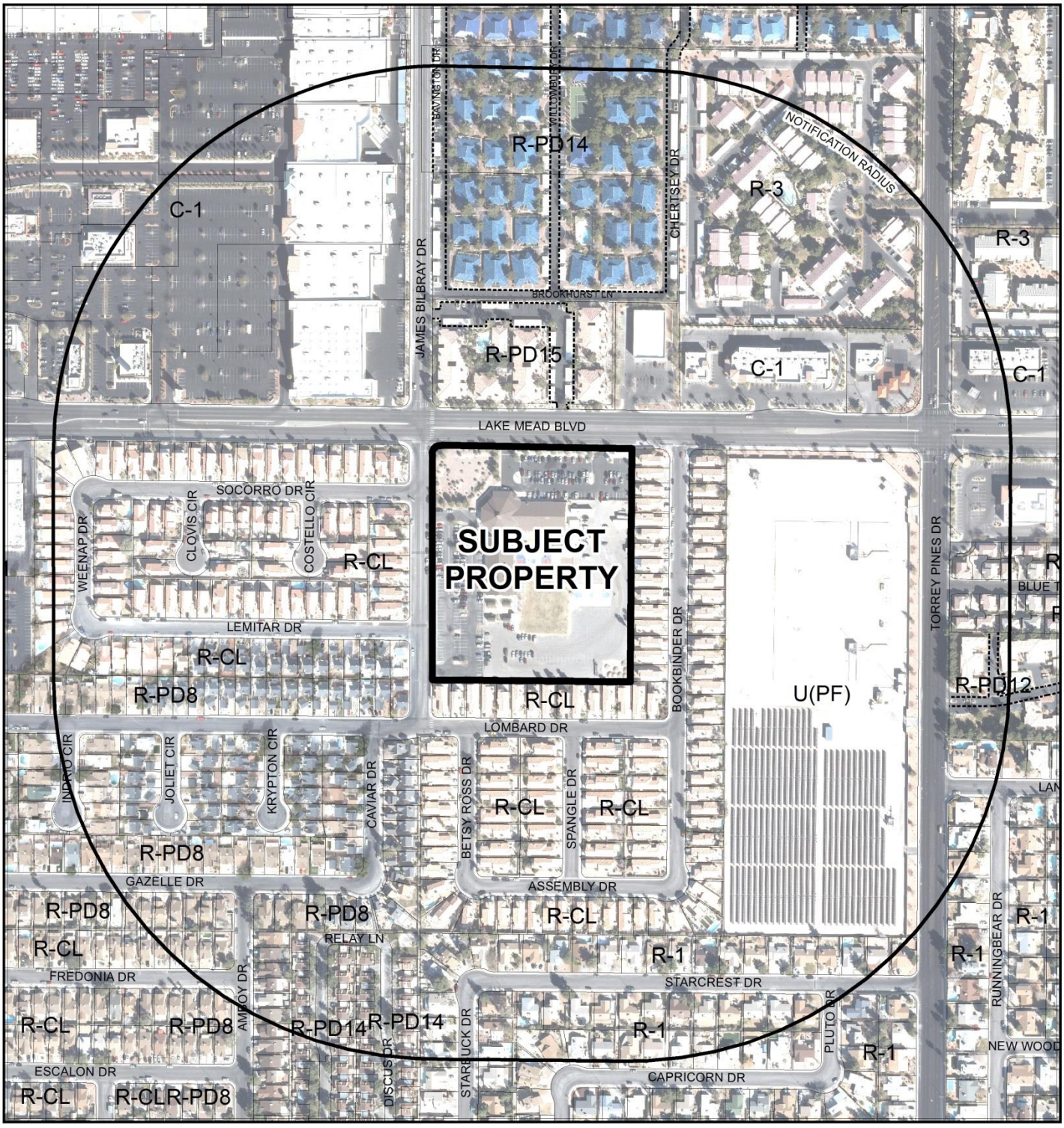
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Protest/Support Postcards
7. Back up Documentation Submitted at the March 10, 2015 Planning Commission Meeting



CASE: **SDR-57890 (PRJ-57558)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)



CASE: **SDR-57890 (PRJ-57558)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 15, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: - APPLICANT/OWNER: CHURCH BAPTIST LIBERTY

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-57890	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SDR-57890 CONDITIONS

Planning

1. No wireless communication facilities (cell towers) shall be premitted.

2. Approval of and conformance to the Conditions of Approval for Rezoning (Z-0089-86) and Plot Plan Reviews [Z-0089-86 (1), (3) and (4)] shall be required, if approved.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All development shall be in conformance with the site plan, date stamped 01/15/15 and radio tower elevations, date stamped 02/19/15, except as amended by conditions herein.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. Prior to or at the time of submittal for any building permit, the applicant shall provide written verification by the FAA and/or the Clark County Department of Aviation of the following:
    a. Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77, or submit to the Clark County Director of Aviation a "Property Owner's Shielding Determination Statement" and request written concurrence from the Clark County Department of Aviation;
    b. No Building Permit or other construction permit shall be issued for any structure greater than 35 feet above the surface of land that, based upon the FAA's 7460 airspace determination (the outcome of filing the FAA Form 7460-1) would (a) constitute a hazard to air navigation, (b) would result in an increase to minimum flight altitudes during any phase of flight (unless approved by the Department of Aviation), or (c) would otherwise be determined to pose a significant adverse impact on airport or aircraft operations.
    c. Applicant is advised that FAA's airspace determinations are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments.
    d. Applicant is advised that the FAA's airspace determinations include expiration dates and that the separate airspace determinations will be needed for construction cranes or other temporary equipment.

7. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

8. Site development shall comply with all applicable Conditions of Approval for Rezoning (Z-0089-86) and all other applicable site-related actions.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a major amendment to Plot Plan Review [Z-0089-86 (1)] for a proposed 70-foot Radio Communication Tower to be located on a site with an existing house of worship and private school at 6501 West Lake Mead Boulevard. The radio tower will allow the church to operate a radio station in conjunction with other religious services. No waivers or variances are required with this application and the proposed tower can be constructed in a way that is harmonious and compatible with the existing and surrounding land uses; therefore, staff is recommending approval of this request.

ISSUES

- A 30-foot radio tower was approved with Plot Plan Review [Z-0089-86 (1)]. The proposed 70-foot height is more than a 10 percent increase; therefore, a Major Amendment to a previously approved development application is required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/21/79	The City Council approved an Annexation (A-0016-79) request of the property generally located on the south side of Lake Mead Boulevard, west of Torrey Pines Drive containing approximately 22.8 acres of land with an effective date of 11/30/79. This site was part of that request.
12/17/86	The City Council approved a Rezoning request (Z-0089-86) from N-U (Non-Urban) to C-V (Civic) and R-CL (Single Family Compact-Lot) with the proposed use of a House of Worship and Single-Family homes generally located on the south side of Lake Mead Boulevard, west of Torrey Pines Drive. The Planning Commission and staff recommended approval.
02/24/87	The Planning Commission approved a Plot Plan Review [Z-0089-86 (1)] for a church, school (nursery through 12th grade), radio station, book store and charitable distribution store house on the southeast corner of Lake Mead Boulevard and James Bilbray Drive. Staff recommended approval.
01/06/88	The City Council approved an Extension of Time [Z-0089-86 (2)] request for one year. The Planning Commission and staff recommended approval.
05/04/88	The City Council approved a Plot Plan Review [Z-0089-86 (3)] to allow three portable buildings until permanent structures are constructed on the southeast corner of Lake Mead Boulevard and James Bilbray Drive. The Planning Commission and staff recommended approval of the request.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/2/97	The Planning Commission approved a Site Development Plan Review [Z-0089-86 (4)] for a parking lot expansion located at 6501 West Lake Mead Boulevard. Staff recommended approval.
01/13/00	The Planning Commission approved a Site Development Plan Review [Z-0089-86(5)] for a 910 square-foot temporary storage unit located at 6501 West Lake Mead Boulevard. Staff recommended denial.
08/02/04	A complaint (#19510) was filed with Code Enforcement for vehicles listed for sale on the parking lot. The complaint was resolved on 08/12/04.
10/21/09	A complaint (#83429) was filed with Code Enforcement for a tractor, two school buses and seven trailers being parked on a dirt lot for three weeks. The complaint was resolved on 10/26/09.
03/10/15	The Planning Commission voted (4-2/tm,rt) to recommend APPROVAL of a Site Development Plan Review (SDR-57890) for a Major Amendment to Plot Plan Review [Z-0089-86(1)] FOR A PROPOSED 70-FOOT RADIO COMMUNICATION TOWER OPERATED IN CONJUNCTION WITH AN EXISTING CHURCH/HOUSE OF WORSHIP on a portion of 7.47 acres located at 6501 West Lake Mead Boulevard.

Most Recent Change of Ownership	
02/20/00	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1990	The main building was constructed.
05/25/99	A building permit (#99010064) for a new building addition was issued. The permit was finalized on 06/15/00.
04/22/03	A building permit (#3008090) was issued for phase II building #3. The permit was finalized on 10/22/03.
11/26/03	A building permit (#3025240) was issued for an existing storage building. The permit was finalized on 08/30/04.
06/28/04	A building permit (#4016289) was issued for an addition. The permit was not finalized.
03/17/07	A building permit (#500300) was issued for a remodel and addition. The permit was finalized on 09/14/06.

Pre-Application Meeting	
01/14/15	A pre-application meeting was held to discuss the submittal requirements for a Special Use Permit to allow a 90-foot radio communication tower within a C-V (Civic) zoning district.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
01/29/15	A field check conducted on the subject property is clean and well maintained.

Details of Application Request	
Site Area	
Net Acres	7.47

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Church/House of Worship	ML (Medium Low Density Residential)	C-V (Civic)
North	Multi-Family Residential	M (Medium Density Residential)	RPD-15 (Residential Planned Development 15 Units per Acre)
	General Retail Store, Other Than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single-Family, Detached	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
East	Single-Family, Detached	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
West	Single-Family, Detached	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (140 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	Y
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Plot Plan Reviews [Z-0089-86 (1)(2)(3)& (4)], the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Setbacks			
• Front	21 Feet	216 Feet	Y
• Side	94 Feet	299 Feet	Y
• Corner	23 Feet	214 Feet	Y
• Rear	224 Feet	383 Feet	Y

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	210 Feet	274 Feet	Y

ANALYSIS

The applicant has proposed to construct a 70-foot tall radio tower at 6501 West Lake Mead Boulevard. The site is located on the southeast corner of Lake Mead Boulevard and James Bilbray Drive within a C-V (Civic) zoning district. The site has been utilized as a religious facility, private school and church supporting services for over two decades. The radio tower and station will be owned and operated by the religious facility. Plot Plan Review [Z-0089-86 (1)] entitled a 30-foot tall radio tower at this location. This application was for a 90-foot tall radio tower with a tri-pole design; however, after discussing the height and tower aesthetics with staff the applicant agreed to reduce the height to 70 feet and to redesign the tower to a slim white monopole.

The proposed radio tower will be located behind the main lobby of the church and approximately 10-foot above the existing (59.5-foot tall) church steeple. When the tower is viewed at certain angles it appears to be an extension of the existing steeple. The revised tower height and architectural design are compatible with the surrounding existing land uses.

The site is located within the Airport Overlay with a restricted height of 140 feet. At 70 feet the proposed tower falls well below the Airport Overlay's restricted height. Additionally, the tower will meets the required 170-foot residential adjacency setback.

The Radio, TV or Microwave Communication Tower use is defined as "A freestanding structure which supports antennae that transmit or receive any portion of the electromagnetic spectrum."

The use meets the definition above, as the submitted elevations depicts a 70-foot tall radio tower and the applicant's justification letter proposes to erect a radio 70-foot tall antenna.

This application has been noticed to the appropriate agency and the Clark County Department of Aviation returned the comment below:

> Federal Aviation Regulations (Title 14, Part 77) require that the Federal Aviation Administration (FAA) be notified before the construction or alteration of any building or structure greater than 200 feet in height (§ 77.13(a)(1)) or that will exceed a slope of 100:1 for a distance of 20,000 feet from the nearest point of any airport runway greater than 3,200 feet in length (§ 77.13 (a)(2)(i)). Such notification allows the FAA to determine what impact, if any, the proposed development will have upon navigable airspace, and allows the FAA to determine whether the development requires obstruction marking or lighting.
>
> The proposed development will exceed the 100:1 notice requirement for the North Las Vegas Airport (VGT). Therefore, as required by 14 CFR Part 77, the FAA must be notified of the proposed construction or alteration.
>
> A condition of approval has been added to address this issue.

In summation, the design and height of proposed 70-foot radio communication tower is aesthetically compatible with the existing and future land uses in the neighborhood. Staff recommends approval of this request; however, if denied the applicant can construct a 30-foot tall radio tower that complies with all code requirements.

FINDINGS (SDR-57890)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is compatible with adjacent development and development in the area. The site has existed as a house of worship for over two decades, and has evolved several times. The proposed addition of a monopole radio tower will have a minimal impact on the site.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed development is consistent with all applicable City plans, policies and standards for development within a C-V (Civic) zoning district.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The site is accessed from Lake Mead Boulevard, a 100-foot wide Primary Arterial and James Bilbray Drive, a 60-foot wide Minor Collector. Both streets have provided adequate access and circulation to meet the current uses (a house of worship and a private school) and the additional use (a radio communication tower) should not affect site access, circulation or neighborhood traffic requirements.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed radio tower materials are appropriate for this area and for the City.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The overall design will remain largely unchanged with the exception of a 70-foot tall radio antenna. The single pole radio antenna will be placed behind the existing 59.5-foot tall steeple. The proposed tower design is not unsightly or obnoxious in appearance and when viewed at certain angles appears to be and extension of the existing steeple. In short, the tower can be constructed in compatible and harmonious manner with the existing development and surrounding neighborhood.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 664 (By City Clerk)

APPROVALS 0

PROTESTS 2

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-57890 APN: _____

Name of Property Owner: Liberty Baptist Church of Las Vegas

Name of Applicant: Liberty Baptist Church of Las Vegas

Name of Representative: David M. Teis

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: None

Partner(s): None

APN: None

Signature of Property Owner: _____

Print Name: DAVID M. TEIS

Subscribed and sworn before me

This 14 day of JANUARY, 2015

Bernadette Rhodes
Notary Public in and for said County and State

BERNADETTE RHODES
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 09-28-16
Certificate No: 04-92190-1

PRJ-57558
01/15/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Liberty Baptist Church of Las Vegas

Project Address (Location) 6501 W. Lake Mead Blvd.

Project Name Liberty Baptist Church of L.V. **Proposed Use** Radio Tower

Assessor's Parcel #(s) 138-23-302-001 **Ward #** _____

General Plan: existing _____ proposed C-V **Zoning:** existing _____ proposed _____

Commercial Square Footage 325,393 **Floor Area Ratio** _____

Gross Acres 7.47 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Liberty Baptist Church **Contact** DAVID M. TEIS

Address 6501 W. Lake Mead Blvd **Phone:** 702-647-4522 **Fax:** 702-647-8083

City Las Vegas **State** Nev **Zip** 89108

E-mail Address info@experienceliberty.com

APPLICANT Same **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE David Teis **Contact** _____

Address 8513 Dakota Trace Ct. **Phone:** 702-232-8995 **Fax:** 702-647-8083

City Las Vegas **State** Nev **Zip** 89131

E-mail Address david.teis@experienceliberty.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name DAVID M. TEIS

Subscribed and sworn before me

This 14 day of JANUARY, 2015.

Bernadette Rhodes

Notary Public in and for said County and State

BERNADETTE RHODES
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 09-28-16
Certificate No: 04-92190-1

FOR DEPARTMENT USE ONLY

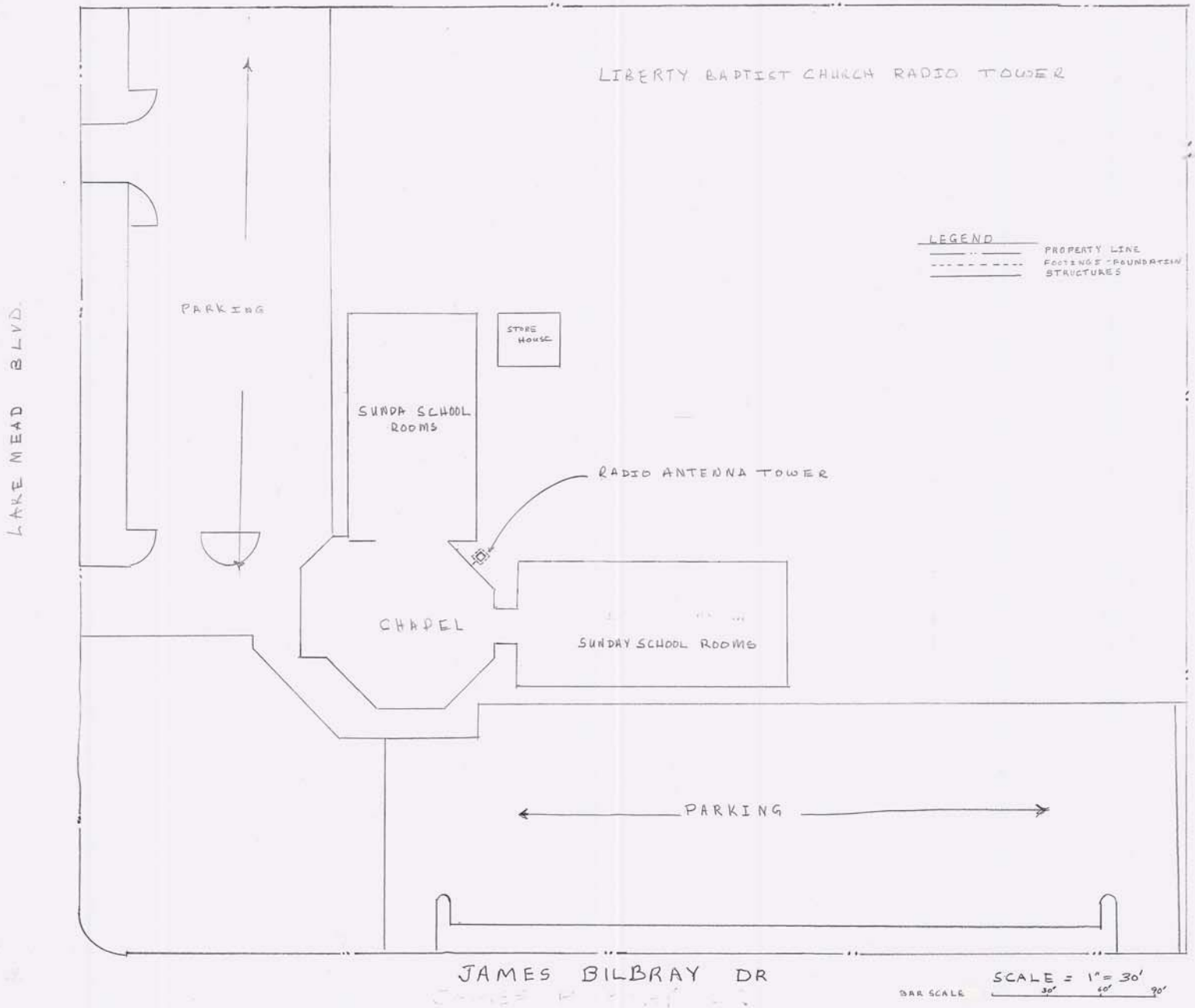
Case #	SDR-57890
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted ~~materials have been reviewed~~ by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PR-57558
01/15/15

f:\depot\Application Packet\Application Form.pdf

Revised 10/27/08



PRJ-57558
01/15/15

SDR-57890



SDR-57890 - REVISED



SDR-57890 - REVISED



SDR-57890 - REVISED



SDR-57890 - REVISED



SDR-57890 [PRJ-57558] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: LIBERTY BAPTIST CHURCH OF LAS VEGAS
6501 WEST LAKE MEAD BOULEVARD

01/29/15



SDR-57890 [PRJ-57558] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: LIBERTY BAPTIST CHURCH OF LAS VEGAS
6501 WEST LAKE MEAD BOULEVARD

01/29/15



SDR-57890 [PRJ-57558] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: LIBERTY BAPTIST CHURCH OF LAS VEGAS
6501 WEST LAKE MEAD BOULEVARD

01/29/15

Liberty Baptist Church

Pastor David Teis • 6501 W. Lake Mead Blvd. • Las Vegas, NV 89108 • 702.647.4522 • experienceliberty.com

February 10, 2015

To Whom It May Concern:

Liberty Baptist Church of Las Vegas is requesting a major amendment to a plot plan review #20089-86 "1" for a 70 foot radio communication tower operating in conjunction with the house of worship for Liberty Baptist Church. The antenna would serve a radio station within our church facilities located on our campus at 6501 W. Lake Mead Boulevard, Las Vegas, Nevada, 89108.

The height shall not exceed 70 feet. The spire on the church auditorium presently reaches 59 ½ feet. Thank you for your attention in this matter.

Sincerely,

David Teis
President
Liberty Baptist Church of Las Vegas

DT:al

SDR-57890

PRJ-57558
02/10/15

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

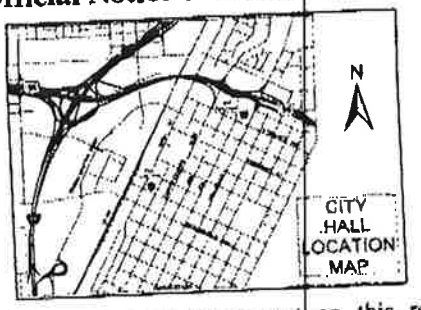
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2015 APR -6 P 1:04

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-57890 [PRJ-57558]
City Council Meeting of April 15, 2015

B O A ENTERPRISES L L C
7925 TARA AVE
LAS VEGAS NV 89117-2621

APN#13823313011

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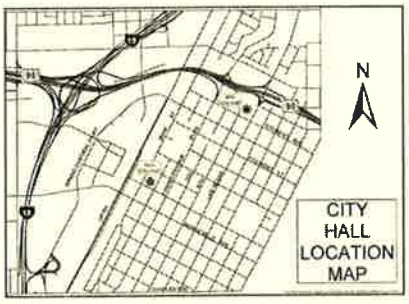
City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Please use available blank space on card for your comments.

SDR-57890 [PRJ-57558]
City Council Meeting of April 15, 2015

SHERMAN FREDDIE L & LILLIAN J
4117 ERINBIRD AVE
NORTH LAS VEGAS NV 89084-4807

APN#13823412007

29 BRDFNMP 89084

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Dept. of Planning

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-57890 [PRJ-57558]
Planning Commission Meeting of 3/10/2015

Case: SDR-57890
13823717031
RODGERS DAVID C & DOROTHY
3905 S NORTON AVE
LOS ANGELES CA 90008

88 LRDFMP 90008

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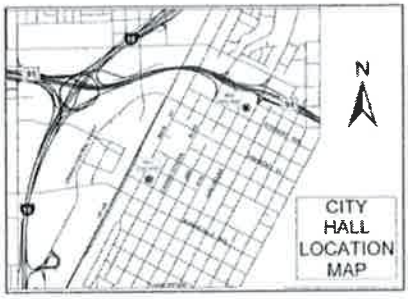
Date 3/10/15 Item 34P

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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Dept. of Planning

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-57890 [PRJ-57558]
Planning Commission Meeting of 3/10/2015

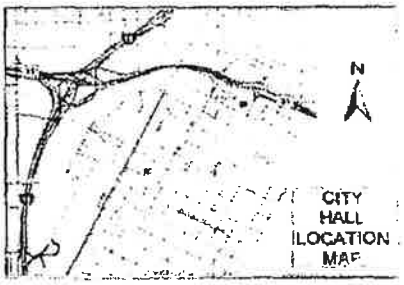
Case: SDR-57890
13823313063
RODRIGUEZ-GONZALEZ RAYMUNDO
P O BOX 11443
LAS VEGAS NV 89111-1443

149 LRDFMP 89111

34P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Official Notice of Public Hearing



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SDR-57890 [PRJ-57558]
Planning Commission Meeting of 3/10/2015

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City of Las Vegas
Dept. of Planning

Case: SDR-57890
13823201008
MARTINEZ 2008 REVOCABLE TRUST
MARTINEZ VICTOR & IRIS L TRS
P O BOX 22531
CARMEL CA 93922-0531

112 LRDFNMP 93922

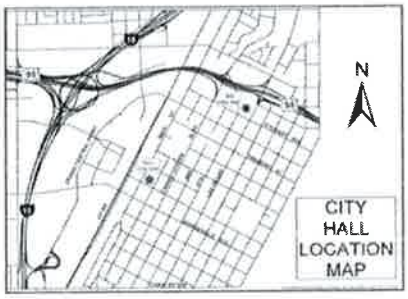
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Las Vegas, Nevada 89106

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-57890 [PRJ-57558]

Planning Commission Meeting of 3/10/2015

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MAR 4 2015
City of Las Vegas
Dept. of Planning

Case: SDR-57890

13823310045
BALL BRYAN A
DETERMEYER ANNA-KATHARINA A
6581 LEMITAR DR
LAS VEGAS NV 89108-2757

53 LRDFNMP 89106

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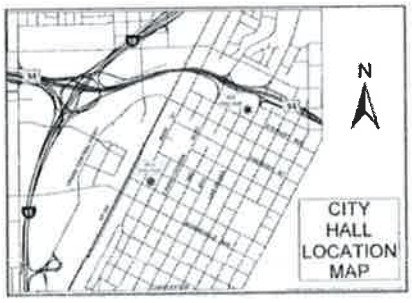
City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

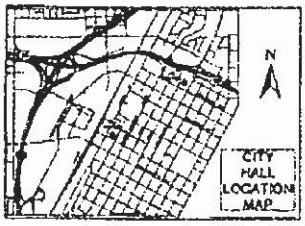
SDR-57890 [PRJ-57558]
Planning Commission Meeting of 3/10/2015

Case: SDR-57890
13823313011
B O A ENTERPRISES L L C
7925 TARA AVE
LAS VEGAS NV 89117-2621

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-57890 [PRJ-57558]
Planning Commission Meeting of 3/10/2015

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MAR 3 2015
City of Las Vegas
Dept. of Planning

Case: SDR-57890
13823310053
GUAN GANG
CHEN HUI MEI
2159 BRANDY WINE PL
HAYWARD CA 94542

1 LD LRDFHNP 94542

This is really not an good idea to install a Communication Tower within almost No distance from a dense crowed Residential houses.

I oppose this request

From Guan Gan.

34P

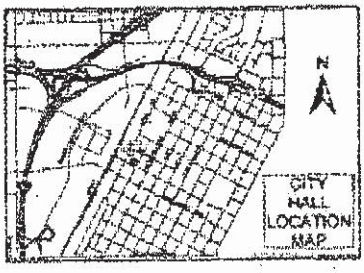
03/02/2015 20:41 5108862790 HORIZON REAL ESTATE PAGE 01/01

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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City of Las Vegas
Dept. of Planning

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-57890 [PRJ-57558]

Planning Commission Meeting of 3/10/2015

Case: SDR-57890
13823410018
BOHN FAMILY REVOCABLE TRUST
BOHN HANS F & MARGARET E TRS
8210 ADLER CIR
LAS VEGAS NV 89149-4751

34 P

03/03/2015 09:16 3237710656 H BOHN PATTERN PAGE 01/01

95 LROFMP 89143

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 15, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
DIR-57816 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT: KAG PROPERTY, LLC - OWNER: KAG DEVELOPMENT SOUTH, LLC, ET AL - For discussion and possible action on a request regarding an amendment to the Development Agreement for the Kyle Canyon Development on approximately 1,662 acres at the southwest corner of Fort Apache Road and Moccasin Road (APNs 125-06-101-001; 125-06-301-001 and 002; 125-06-401-001, 005 and 006; 125-06-501-001; 125-06-701-001; 125-07-101-004, 005 and 007; 125-07-201-001 and 003; 125-07-310-001 and 002; 125-07-410-001, 002 and 003; 125-07-501-005 and 006; 125-07-602-001, 003, 004 and 005; 126-12-000-001), Ward 6 (Ross) [PRJ-57680]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Staff Report
2. Supporting Documentation
3. Second Amendment and Restatement to the Development Agreement for Skye Canyon Master Planned Community and Exhibits
4. PowerPoint Presentation

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 15, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: KAG PROPERTY, LLC - OWNER: KAG DEVELOPMENT SOUTH, LLC, ET AL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
DIR-57816	Staff recommends APPROVAL.	N/A

PL

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting to amend the approved Kyle Canyon Development Agreement and its associated exhibits. This amendment would constitute the second amendment to originally approved Development Agreement in 2007. No development has occurred within the approved Kyle Canyon Master Planned Community since its adoption in 2007, with the exception of the entitling of four subdivisions within Phase 1 of the Community in late 2014. The KAG Property, LLC "Master Developer" is in a non-compliance status with certain requirements set forth by the adopted Development Agreement, such as parent mapping actions and master studies approvals. The amending of the adopted Agreement will alleviate the current non-conformances. The Master Developer's proposal to amend the effective Development Agreement reflects the changes in growth and development conditions, as well as changes in certain infrastructure projects that have either been completed or revised in their scope.

These amendments include the following major changes to the previously approved Development Agreement:

- The rebranding of the master planned community from "Kyle Canyon" to "Skye Canyon".
- The introduction of alternate fire station contribution language to allow for either a $4.1 million contribution or the dedication of land and a constructed fire station within the Community.
- The elimination and replacement of a Parent Final Map and associated triggers and requirements with Development Phase Maps and associated requirements and triggers.
- The amendment of the Development Agreement to extend the time in which the Master Developer is to enter into a Memorandum of Understanding (MOU) with the Clark County School District (CCSD).
- The amendment of the Master Land Use Plan to allow for an approximate 23% reduction in Medium Low land use designated acreage and an approximate 10% and 66% increase in Medium Low-Attached and Low land use designated acreage, respectively.
- The amendment of the Master Land Use Plan for the relocating of the proposed educational facilities (Elementary, Middle and High school) within the Community.
- The amendment of the Master Land Use Plan to illustrate the new network of Community park locations, as well as a potential fire station.
- The amendment of the Parks Agreement to reflect the new network of Community park locations, their associated conceptual drawings and their construction commencement triggers.

The proposed revisions are in conformance with Goal #3 of the Las Vegas 2020 Master Plan and subsequent Objectives 3.1, 3.5 and 3.6. The Development Standards have been reviewed by the city of Las Vegas Office of Sustainability and have been found to be in general compliance with Resolution R-176-2004. The Development Standards also either meet or exceed the requirements of the UDC pertaining to streetscape design and connectivity, as well as that of the previously approved Development Agreement. The development generally meets the intent of the Traditional Neighborhood Development (TND) General Plan designation by providing for a mix of housing types, commercial and civic uses within the community.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/01/04	The City Council approved a Resolution (R-176-2004) adopting guidelines for development within the Kyle Canyon Gateway area.
01/18/06	The City Council approved a request (GPA-9167) to amend a portion of the Centennial Hills Sector Plan of the General Plan to change land use designations from PCD (Planned Community Development), SC (Service Commercial) and PF (Public Facilities) to TND (Traditional Neighborhood Development) on 1,712 acres generally located north of Grand Teton Drive, between Puli Road and Fort Apache Road. The Planning Commission and staff recommended approval.
05/16/07	The City Council approved a request to amend the Master Plan of Streets and Highways (MSH-21013) to select the Northern Alternative Freeway/Expressway Alignment for Sheep Mountain Parkway and to remove the Southern Alternative Freeway/Expressway Alignment from the Master Plan of Streets and Highways. The Planning Commission and staff recommended approval.
05/16/07	The City Council approved a Development Agreement (DIR-21605) between Kyle Acquisition Group, LLC and the city of Las Vegas on 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road for the development of the Kyle Canyon Master Plan. The Planning Commission and staff recommended approval. In a related item, the City Council voted to approve a Parks Agreement between Kyle Acquisition Group, LLC and the city of Las Vegas. Staff recommended approval.
05/16/07	The City Council approved a request for a Rezoning (ZON-20543) from U (Undeveloped) [TND (Traditional Neighborhood Development) General Plan Designation] and R-E (Residence Estates) to T-D (Traditional Development) on 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road. The Kyle Canyon Development Standards and Design Guidelines were approved as part of this action. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/20/07	The City Council adopted Ordinance No. 5910, thereby adopting the Development Agreement between Kyle Acquisition Group, LLC and the city of Las Vegas.
08/08/07	The Development Agreement between Kyle Acquisition Group, LLC and the city of Las Vegas was recorded in the Office of the County Recorder. The approved Parks Agreement was recorded together with the Development Agreement. This is the Effective Date of the Development Agreement.
08/15/07	The City Council approved a Major Modification (MOD-22589) of the Kyle Canyon Development Standards and Design Guidelines to realign Iron Mountain Road between Hualapai and Grand Canyon Drive, and to add street cross sections. The Planning Commission and staff recommended approval.
08/15/07	The City Council approved a parent Tentative Map (TMP-22586) for a 213-lot mixed use subdivision on the Community property. The Planning Commission and staff recommended approval. This map was expunged by TMP-25492.
09/05/07	The City Council approved a Petition to Annex (ANX-21949) 15.56 acres generally located on the south side of Kyle Canyon Road, approximately 1,030 feet east of Shaumber Road; and a Petition to Annex (ANX-21950) 5.15 acres generally located on the south side of Kyle Canyon Road, east of Alpine Ridge Way. The Planning Commission and staff recommended approval. The effective date of the annexations was 09/14/07.
09/19/07	The City Council approved a request (GPA-20469) to amend the Centennial Hills Sector Plan of the General Plan to change land use designations from PCD (Planned Community Development) and SC (Service Commercial) to TND (Traditional Neighborhood Development) on 7.27 acres on the west side of Oso Blanca Road, approximately 2,190 feet south of Kyle Canyon Road. The City Council also approved a Rezoning (ZON-22351) from U (Undeveloped) [PCD (Planned Community Development) General Plan Designation], C-1 (Limited Commercial) and C-2 (General Commercial) to T-D (Traditional Development) on the same 7.27 acres. This action also updated the Kyle Canyon Development Standards and Design Guidelines. The Planning Commission and staff recommended approval.
09/19/07	The City Council approved a request (ZON-20475) to establish a Gaming Enterprise Overlay District on 51.38 acres at the southeast corner of Hualapai Way and Oso Blanca Road. The City Council also approved a Special Use Permit (SUP-20478) for a Non-Restricted Gaming use on this site. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/23/07	Staff completed the first Final Map Technical Review for the Kyle Canyon Gateway Parent Final Map (FMP-24541) and conducted a workshop pursuant to Subsection 3.05(c)(ii) of the Development Agreement to discuss comments with the Master Developer. The Final Map was deemed not to be in substantial compliance with the approved parent Tentative Map (TMP-22586). Staff and the Master Developer agreed to retain the Final Map and have the Master Developer submit a new Tentative Map that matched the Final Map. The Final Map would be subject to a subsequent review once the Tentative Map was approved.
12/20/07	The Planning Commission approved a parent Tentative Map (TMP-25492) for a 105-lot mixed-use subdivision on the 1,712-acre Community property. Staff recommended approval.
01/31/08	Planning and Development and Public Works Department staff conditionally approved a Final Map Technical Review for the Kyle Canyon Gateway Parent Final Map (FMP-24541). As of 07/06/09, Final Map mylars based on the current Tentative Map have not been submitted for staff review.
02/06/08	The City Council approved a request (MSH-25695) to amend the Master Plan of Streets and Highways to rename Horse Drive west of Grand Canyon Drive to Kyle Heights Parkway; to realign a portion of the Iron Mountain Road alignment between Horse Drive and the Northern Beltway; to reclassify various streets as identified by the special design designations adopted as part of the Kyle Canyon Development Standards and Design Guidelines; and to add or remove various roadway segments. The Planning Commission and staff recommended approval. The City Council also approved a Major Modification (MOD-25875) of the Kyle Canyon Development Standards and Design Guidelines to amend various street names and to clarify street cross section drawings within the Community. A subsequent Street Name Change application will be required prior to issuance of the first residential permit in the Community. The Planning Commission and staff recommended approval.
02/06/08	The City Council tabled a Petition to Vacate a BLM right-of-way grant generally located north of Grand Teton Drive, south of Moccasin Road, between Puli Road and Fort Apache Road (VAC-23811). The area to be vacated was the original alignment of Sheep Mountain Parkway. The Planning Commission and staff had recommended approval. The Petition cannot record until "Section 1 Land," "Providence Land," and "On-Property Land" are dedicated to the city for creation of the right-of-way for the northern alignment of Sheep Mountain Parkway, pursuant to Subsection 7.05(a)(v) of the Development Agreement.
08/06/08	The City Council approved a required review (DIR-28767) of a development report pursuant to Subsection 9.01 of the Kyle Canyon Development Agreement. Staff recommended approval. A condition of approval required a follow-up review on 10/01/08.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/23/08	Wachovia Bank, National Association, acting as the managing creditor of 41 creditors, foreclosed on the Kyle Canyon property. A new entity called KAG Property, LLC was formed to assume ownership of the Kyle Canyon property.
12/03/08	The City Council approved a follow-up required review (DIR-29916) of a development report pursuant to Subsection 9.01 of the Kyle Canyon Development Agreement between the city of Las Vegas and Kyle Acquisition Group, LLC (abeyed from 10/01/08). Staff recommended approval.
02/02/09	Notice of Noncompliance and Opportunity to Cure was sent to KAG Property, LLC for failure to commence construction of Indian Hills Park prior to 09/13/08.
08/05/09	The City Council approved the required review (DIR-34955) of a development report pursuant to Subsection 9.01 of the Kyle Canyon Development Agreement. Staff recommended approval.
09/02/09	The City Council approved an Extension of Time (EOT-35315) of a previously approved Special Use Permit (SUP-20478) for a proposed Non-Restricted Gaming Facility at the southwest corner of Oso Blanca Road and Hualapai Way alignment. Staff recommended approval.
10/02/09	The Master Developer presented to the city a summary report from Hart Howerton Strategic Planning Consultants outlining a strategic plan and recommendations for development of the Kyle Canyon property.
08/04/10	The City Council approved a required review (DIR-38680) of a development report pursuant to Subsection 9.01 of the Kyle Canyon Development Agreement. Staff recommended approval.
08/17/11	The City Council approved a request or possible action on a request for required review (DIR-42369) of a development report as required by Subsection 9.01 of that certain Development Agreement between the city of Las Vegas and Kyle Acquisition Group, LLC dated August 8, 2007. Staff recommended approval.
10/19/11	The City Council approved an Extension of Time (EOT-43127) of a previously approved Special Use Permit (SUP-20478) for a proposed Non-Restricted Gaming Facility at the southwest corner of Oso Blanca Road and Hualapai Way alignment. Staff recommended approval.
11/16/11	The City Council approved a request to Amend the Master Plan of Streets and Highways (GPA-41958) to realign Sheep Mountain Parkway between Grand Teton Drive and Fort Apache Road and delete master planned roadways within the Kyle Canyon master plan area. Planning Commission and staff recommended approval.
	The City Council approved a request for a Petition to Vacate (VAC-42250) portions of the Sheep Mountain Parkway right-of-way grant. Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/16/11	The City Council approved a request regarding the amending of the Development Agreement (DIR-42266) for the Kyle Canyon Development on approximately 1,662 acres at the southwest corner of Fort Apache Road and Moccasin Road. Planning Commission and staff recommended approval. The Development Agreement (Doc. #201206260000001) was recorded on 06/26/12.
04/08/14	The Planning Commission approved a Tentative Map (TMP-53058) for a 45-lot subdivision (Parent Tentative Map) on 1,661.8 acres approximately 1,800 feet north of Horse Drive on the west side of Oso Blanca Road. Staff recommended approval.
05/08/14	City staff issued an action letter for a Final Map Technical Review (FMP-53700) for a proposed four-pod residential subdivision (Skye Canyon Phase 1 Parent Map) on 163.65 acres at the northwest corner of Grand Teton Drive and Grand Canyon Drive.
06/10/14	The Planning Commission approved a Petition to Vacate (VAC-53843) Bureau of Land Management Right-of-Way Grant Easement generally located north of the northern alignment of Grand Teton Drive between Hualapai Way and Grand Canyon Drive. Staff recommended approval.
	The Planning Commission approved a Tentative Map (TMP-53895) for a 173-lot single-family subdivision (Skye Canyon Parcel 1.2) on 37.99 acres on the southwest corner of Horse Drive and Grand Canyon Drive. Staff recommended approval.
	The Planning Commission approved a Tentative Map (TMP-53908) for a 209-lot single-family subdivision (Skye Canyon Parcel 1.3) on 40.90 acres on the northeast corner of Grand Teton Drive and Hualapai Way. Staff recommended approval.
	The Planning Commission approved a Tentative Map (TMP-53911) for a 204-lot single-family subdivision (Skye Canyon Parcel 1.4) on 33.61 acres on the northwest corner of Grand Teton Drive and Grand Canyon Drive. Staff recommended approval.
07/08/14	The Planning Commission approved a Tentative Map (TMP-53897) for a 157-lot single-family subdivision (Skye Canyon Parcel 1.1) on 35.28 acres on the southeast corner of Horse Drive and Hualapai Way. Staff recommended approval.
08/06/14	The City Council approved a request or possible action on a request for required review (DIR-54776) of a development report as required by Subsection 9.01 of that certain Development Agreement between the city of Las Vegas and Kyle Acquisition Group, LLC dated August 8, 2007. Staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/05/14	The City Council approved an Extension of Time (EOT-55920) of a previously approved Special Use Permit (SUP-20478) for a proposed Non-Restricted Gaming Facility at the southwest corner of Oso Blanca Road and Hualapai Way alignment. Staff recommended approval.
12/09/14	The Planning Commission approve a Petition to Vacate (VAC-56656) a four-foot wide pedestrian access easement generally located approximately 1,461 feet east of the intersection of Hualapai Way and Eagle Canyon Avenue. Staff recommended approval.
12/10/14	City staff issued an action letter for a Final Map Technical Review (FMP-56855) for a 125-lot single-family residential subdivision (Skye Canyon Parcel 1.3 – Phase 1) on 25.49 acres on the north side of Grand Teton Drive, approximately 1,210 feet west of Grand Canyon Drive. The map recorded on 02/11/15 (Book 148, Page 67).
	City staff issued an action letter for a Final Map Technical Review (FMP-56863) for a 94-lot single-family residential subdivision (Skye Canyon Parcel 1.1 – Phase 1) on 19.85 acres at the southwest corner of Horse Drive and Skye Park Drive. The map recorded on 02/11/15 (Book 148, Page 65).
01/06/15	City staff issued an action letter for a Final Map Technical Review (FMP-57264) for an 84-lot single-family residential subdivision (Skye Canyon Parcel 1.3 – Phase 2) on 15.41 acres at the northeast corner of Grand Teton Drive and Hualapai Way. The map has yet to record.
01/07/15	City staff issued an action letter for a Final Map Technical Review (FMP-57265) for a 71-lot single-family residential subdivision (Skye Canyon Parcel 1.1 – Phase 2) on 15.43 acres at the southeast corner of Horse Drive and Hualapai Way. The map has yet to record.
01/21/15	The City Council approved a Variance (VAR-55892) to allow deviations from the Street Naming Guidelines and Street Naming Configuration sections of the City of Las Vegas Street Naming and Addressing Assignment Regulations, 2009 Edition on Horse Drive between the US 95 and Iron Mountain Road, Fort Apache Road between the US 95 and Moccasin Road, as well as on Hualapai Way from Grand Teton Drive to Moccasin Road, respectively. The Planning Commission and staff recommended approval.
	The City Council approved a request a Street Name Change (SNC-55060) from Horse Drive tot: W Skye Canyon Park Dr (between the US 95 and Iron Mountain Road); from Fort Apache Road to N Skye Canyon Park Dr (between the US 95 and Moccasin Road); and from Hualapai Way to Skye Village Road (between Grand Teton Drive and Moccasin Road). The Planning Commission and staff recommended approval.
02/18/15	City staff issued an action letter for a Final Map Technical Review (FMP-57784) for a 204-lot single-family residential subdivision (Skye Canyon Parcel 1.4 – Phase 2) on 33.61 acres on the northwest corner of Grand Teton Drive and Grand Canyon Drive.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/10/15	The Planning Commission (6-0 vote) recommends APPROVAL of Development Agreement for the Kyle Canyon Development on approximately 1,662 acres at the southwest corner of Fort Apache Road and Moccasin Road.
03/18/15	The City Council is scheduled to hear a General Plan Amendment (GPA-56951) to amend the Public Facilities & Building Element of the Las Vegas 2020 Master Plan. This amendment will eliminate the Nevada Energy Substation and associate corridor within the Kyle Canyon Master Planned Community.

Most Recent Change of Ownership	
11/07/13	A deed was recorded for a change in ownership for multiple parcels.

Related Building Permits/Business Licenses	
12/04/14	An early grading permit (#57086) for a proposed 209-lot residential subdivision was issued.
	An early grading permit (#57087) for a proposed 157-lot residential subdivision was issued.

Pre-Application Meeting	
2014	A series of negotiations took place between the City and the Master Developer, in which the specifics pertaining to the submittal of the development agreement application were outlined.

Neighborhood Meeting
A neighborhood meeting is not required for this application type, nor was one held.

Field Check	
02/18/15	Land in the process of being graded was witnessed within the Phase 1 area of the master planned community. All other portions of land were witnessed in an undeveloped state.

Details of Application Request	
Site Area	
Gross Acres (Surveyed)	1663.13

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	TND (Traditional Neighborhood Development)	T-D (Traditional Development)
North	Undeveloped	PCD (Planned Community Development) & TND (Traditional Neighborhood Development)	U (Undeveloped)
South	Residential & Undeveloped	PCD (Planned Community Development) & SC (Service Commercial)	PD (Planned Development) & SC (Service Commercial)
East	Residential	PCD (Planned Community Development)	PD (Planned Development), R-E (Residence Estates) & R-PD6 (Residential Planned Development – 6 Units per Acre)
West	Undeveloped	PF (Schools, Churches, Public Facilities – Clark County), PCD (Planned Community Development) & SC (Service Commercial)	R-U (Rural Open Land – Clark County) U (Undeveloped) & C-1 (Limited Commercial)

Master Plan Areas	***Compliance***
Kyle Canyon Master Plan	Y
Special Purpose and Overlay Districts	***Compliance***
T-D (Traditional Development) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	Y
Las Vegas Redevelopment Plan Area	N
Project of Significant Impact (Development Impact Notification Assessment)	Y
Project of Regional Significance	Y

DEVELOPMENT AGREEMENT MODIFICATIONS

The information below reflects the proposed revisions to the approved first amendment and restatement to the Development Agreement entered into on February 1st, 2012 and recorded June 26th, 2012. The information has been broken up into sections and placed into table format. The tables below are organized into the following categories:

Table 1: Development Agreement
Table 1a: Development Agreement Exhibits
Table 2: Parks Agreement
Table 2a: Parks Agreement Exhibits
Table 3: Development Standards Manual

Table 1: Development Agreement (DA)			
Section	**2012 DA Language**	**Changes Proposed by Developer**	**Staff Recommendation**
DA – Tile Page	Development Agreement between the City of Las Vegas And KAG Property, LLC	Development Agreement For Skye Canyon	Approval
DA – Pre-Recitals	First Amendment and KAG Property, LLC as owner	Second Amendment and identification of KAG Properties, LLC as KAG and as Master Developer.	Approval
DA – Recital (B)	City and Kyle Acquisition Group, LLC	Identifies Kyle Acquisition Group, LLC as the original owner	Approval
DA – Recital (C)	KAG Property, LLC	Explains that KAG was formed to own the Property.	Approval
DA – Recitals (B),(C)&(D)	Recitals (B) & (C) explained a chronology of events pertaining to the DA and the acquisition of the subject property	Chronology of events pertaining to the DA and the acquisition of the subject property	Approval
DA – Recitals (D), (E), (F), (G), (H), (I), (J) & (~~F~~)(K)	Recital (D) - Master Developer and City desire to ….the Original Agreement. Recital (E) – Master Developer acknowledges that it is the legal owner as described in Exhibit "A" and desires to enter into the Agreement in conformance with NRS 278.	Recital (D) - The Owners and City desire to ….the First Amendment and Restatement to the Development Agreement. Recitals (E), (F), (G), (H) & (I) – State that CC&Rs have been recorded appointing KAG as the attorney-in-fact to all subsequent owners, as well as all owners purchased property subject to the CC&R. Furthermore, KAG has transferred ownership of certain portions of property to "Designated Builders" and that KAG has been appointed the attorney-in-fact.	Approval
DA 1 – Definitions "Agreement"	…first amendment…	…second amendment…	Approval
DA 1 – Definitions "Building Codes"	2009 International Residential Code; 2009 International Building Code; 1997 Uniform Administrative Code; 2006 Pool Code; 2006 Uniform Plumbing Code; 2005 National Electric Code; 2006 Uniform Mechanical Code; 2009 International Conservation Code; and National Fire Protection Agency 1, to the extent adopted by the City and subject to any modifications that are adopted by the City.	The development of the Community shall be subject to the Building Codes and Fire Codes in effect at the time of issuance of the permit for the particular development activity.	Approval

Table 1: Development Agreement (DA)			
Section	**2012 DA Language**	**Changes Proposed by Developer**	**Staff Recommendation**
DA 1 – Definitions "Designated Builder"	…means any legal entity that owns any parcel of real property within the Community, provided that such entity is designated as such by Master Developer to City Manager in writing. For purposes of the Applicable Rules, the term "Designated Builder" is intended to differentiate between the Master Developer and any other entity, including Affiliate, partner or corporation related to Master developer except to the extent that Master Developer engages in the development of a structure or other improvements on a Development Parcel within the Community, in which case Master Developer shall so notify the City Manager in writing.	Revised and added to: Clarifies that the "Designated Builder" is any legal entity other than the Owner. Adds that affiliates of the Owners may become "Designated Builders." Added: Without limiting the foregoing, PN II Inc., a Nevada corporation, dba Pulte Homes of Nevada ("Pulte"), Woodside Homes of Nevada, LLC a Nevada limited liability company ("Woodside") and Century Community of Nevada, LLC, a Delaware limited liability company ("Century") are Designated Builders. A Designated Builder is not a Party to this Agreement and may not enforce the provisions herein, but upon execution and recordation of this Agreement, a Designated Builder may rely on the land use entitlements provided herein. Designated Builder will work closely with the Master Developer to ensure the Community is developed in accordance with this Agreement.	Approval
DA 1 – Definitions "Development Phase"	…means each of those portions of the Property described in Exhibit "B" hereto.	Changes "each of those portions," to separate development areas	Approval
DA 1 – Definitions "Development Phase Map, Final"	None	…means any final map recorded on the Property after the recordation of this Agreement and excludes the final map recorded in Book 147 Page 71 of Plats as "Parent Final Map of Skye Canyon Phase 1" and final maps for individual Designated Builder Parcels. The Phase Development Final Maps shall be in conformance to the Development Phase Exhibit "B".	Approval
DA 1 – Definitions "Donated Fire Station Site"	None	…means Parcel 2.34 pursuant to the Master Land Use Plan hereto as Exhibit "F" that will be utilized to construct a Fire Station pursuant to Paragraph 5.02(b), if the Master Developer opts to construct and donate Real Property and Fire Station to the City instead of that certain sum of money contemplated within 5.02(a).	Approval
DA 1 – Definitions "Master Developer"	KAG Property, LLC, a Nevada limited liability company	Revised to reflect KAG Property, LLC, as a Delaware limited liability company	Approval
DA 1 – Definitions "Master Drainage Study"	…prior to the recordation of Parent Final Map.	…prior to the recordation of the first Development Phase Final Map, including updates required by the City when changes to the conditionally approved study are proposed that must also be approved by the Director of Public Works.	Approval
DA 1 – Definitions "Master Sanitary Sewer Study"	…prior to the recordation of Parent Final Map.	…prior to the recordation of the first Development Phase Final Map, including updates required by the City where changes to the approved densities or layout of the development are proposed that would impact downstream pipeline capacities and that may result in additional required off-site sewer improvements.	Approval

Table 1: Development Agreement (DA)			
Section	**2012 DA Language**	**Changes Proposed by Developer**	**Staff Recommendation**
DA 1 – Definitions "Master Traffic Study"	…prior to the recordation of Parent Final Map.	…prior to the recordation of the first Development Phase Final Map.	Approval
DA 1 – Definitions "Master Utility Improvements"	All public sewer and public drainage easements located outside of public right-of-way must be within common lots of the Master Developer or of the Designated Builder Parcels.	All public sewer, streetlights, traffic signals, associated infrastructures and public drainage ~~easements~~ located outside of public right-of-way must be within public easements within common lots of the Master Developer or of the Designated Builder Parcels.	Approval
DA 1 – Definitions "Parent Map, Final"	…means a final subdivision map of the Property prepared in accordance with any and all conditions of the approved Parent Tentative Map, NRS278 and the UDC that acts to legally subdivide the Property.	Deleted	Approval
DA 1 – Definitions "Party"	…when used in the singular form, means either Master Developer or City and in the plural form of "Parties" means both Master Developer and City.	Revised: …when used in the singular form, means either Master Developer or City and in the plural form of "Parties" means ~~both~~ Master Developer and City.	Approval
DA 1 – Definitions "Property"	…means that certain 1661.8 gross acres of unimproved real property which is the subject of this Agreement. The legal description of the Property is set forth at Exhibit "A".	Revised: …means that certain 1661.95~~8~~ gross acres of ~~unimproved~~ real property which is the subject of this Agreement. The legal description of the Property is set forth at Exhibit "A".	Approval
DA 1 – Definitions "Subdivision Map"	States Tentative and Final Parent Maps	Revised the language to eliminate Final Parent Map and replace it with "Development Phase Final" maps.	Approval
DA 2.02(a) – Application of Subsequent Enacted Rules by the City	The development of the Community shall be subject to the Building Codes in effect at the time of issuance of the permit for the particular development activity.	The development of the Community shall be subject to the Building Codes and Fire Codes in effect at the time of issuance of the permit for the particular development activity.	Approval
DA 2.04(a) – Notice of Conflict	party	Party	Approval
DA 3.01 Master Developer and Obligations of and Actions by the Master Developer	None	States the Owners have appointed a representative to act as the Master Developer through a separate agreement. States that the Parties agree that any communication, consent, approval, waiver, submission or other action by or on behalf of the Owner shall be made by the Master Developer. Also states that the Owner is ultimately responsible for the performance of the Master Developer and that the City can seek remedy from the Owners if the Master Developer fails or defaults. Further states that the Master Developer has appointed a "Developer Manager" to be a single point of contact for the City to facilitate the development of the Community under the terms of the Agreement. (Recital K identifies the Development Manager)	Approval
DA 3.02~~1~~ – Permitted Uses	Referred density to the Kyle Canyon Residential Land Use Table	Revised to reflect the new Community branding. Skye Canyon residential land use table.	Approval

Table 1: Development Agreement (DA)			
Section	**2012 DA Language**	**Changes Proposed by Developer**	**Staff Recommendation**
DA 3.032 (b) – Phase Map	Prior to the submittal of the Parent Final Map, Master Developer will submit a draft phasing schedule to City.	Prior to the submittal of the ~~Parent Final~~ each Development Phase Map, Master Developer will submit a draft phasing schedule to City.	Approval
DA 3.032(c) – Phasing Schedule	Lower case "development phase" and "final Inspection"	Upper case "development phase" and "final Inspection"	Approval
DA 3.032(c) – Phasing Schedule	…a working sanitary sewer connection shall be in place prior…	…a working sanitary sewer connection that has been accepted by the City shall be in place prior…	Approval
DA 3.032(d) – Site Grading	Requires Parent Final Map to be recorded	Replaces "Parent Final Map" with pertinent Development Phase Final Map.	Approval
DA 3.043 – Modification of Design Guidelines	Lower case "community"	Upper case "Community"	Approval
DA 3.043(b)(ii) – Minor Modifications	…the addition of similar and complementary residential or commercial uses and architectural styles, color palettes and detail elements.	Revised: (ii) the addition of similar and complementary architectural styles, color palettes and detail elements to residential or commercial uses ~~and architectural styles, color palettes and detail elements~~.	Approval
DA 3.065(c)(i)(4) – Parent Tentative Map	Parent Final Map language used	Replaces "Parent Final Map" with pertinent Development Phase Final Map.	Conditional Approval The City requires the following language to be added: "The Parent Tentative Map shall also identify all permanent easements required for pedestrian access, and installation and maintenance of traffic control devices. The Parent Tentative Map shall clearly show all common areas (including medians) that will be perpetually maintained by the Master HOA." *Master Developer is in agreement.*
DA 3.065(c)(ii) – ~~Parent~~ Development Phase Final Subdivision Map	Parent Final Map language used; …the Parent Final Map shall not contain any individual residential lots and the Parent Final Map shall not require any improvement bonds. However, any subsequent subdivided maps including residential lots shall be bonded pursuant to the requirements of the UDC.	Revised "Parent Final Map" to "Development Phase Final Map"; Revised and Added: City shall not require any improvements, or security for such improvements prior to the recordation of such Development Phase maps, except for a performance bond to secure the placement of survey monuments as required by state law. However, for any Designated Builder Parcel that is part of a particular recorded Development Phase Final Map, the Master Developer shall submit for approval all relevant construction drawings for any off-site improvements required by this Agreement, any of the Master Studies or any land use entitlement for such Designated Builder Parcel, and the construction of such improvements shall be secured by an off-site improvement agreement made with the Master Developer prior to the recordation of a final map for such Designated Builder Parcel pursuant to the provisions of the UDC. Phasing and completion of such Off-Site Improvements is governed by the provisions of Paragraph 3.03(c).	Approval

Table 1: Development Agreement (DA)			
Section	**2012 DA Language**	**Changes Proposed by Developer**	**Staff Recommendation**
DA 3.065(c)(ii)(1) – ~~Parent~~ Development Phase Final Subdivision Map	Parent Final Map language used	Revised "Parent Final Map" to any pertinent Development Phase Final Map(s).	Approval
DA 3.065(c)(iii) – Tentative Subdivision Map	Master Developer and/or Designated Builders shall satisfy all Code requirements for filing of an application for consideration of a tentative subdivision map.	Added: The Master Developer shall furnish a letter clearly delineating what Development Standard is to be applied to the Tentative Map at the time of submittal.	Approval
DA 3.1009 – "Saw-tooth Street" Mitigation Required	…City agrees to either obtain the necessary rights-of-way at no cost to Developer or relieve Master Developer of the requirement to construct such facilities.	…City agrees to either obtain the necessary rights-of-way at no cost to Master Developer or relieve Master Developer of the requirement to construct such facilities.	Approval
DA 3.121 – Common Area Landscaping	…maintained by the Master HOA or Sub-HOA, at Master Developer's Option.	Revised to clarify that the common lots that abut Village Streets are the responsibility of the Master HOA, as well as clarifies responsibility of landscaping within the ROW shall be covered by an encroachment agreement.	Approval
DA 3.132 – Streetlight and Banners	The Master Developer shall install an approved City standard streetlight applicable at the time of the construction.	The City agrees to allow Master Developer to use non-standard streetlight poles, mast arms and luminaries set forth in Exhibit "N" within the Community. The Master Developer and/or the Master HOA shall provide at no cost to the City: (i) ten (10) each of the streetlight poles, mast arms and luminaries used as an initial minimum inventory in a designated City storage yard; and (ii) replenishment of the minimum inventory within one hundred twenty (120) days of written notice from the City. If the City is compensated by a third party for a damaged streetlight pole, the Master Developer or Master HOA shall be reimbursed for the cost of that damaged streetlight pole. Master Developer shall provide a lighting study for all roadway, intersection, sidewalk and trail lighting. The lighting study shall meet the minimum lighting levels as required by the Uniform standards Drawings for the Clark County area. The streetlights for the Community must be LED technology for energy efficiency. Add: Master HOA shall perform repairs related to brackets and banner installation and operation within 10 working days of written notice from the City.	Conditional Approval The City requires the following language to be added: (ii) replenishment of the minimum inventory within one hundred twenty (120) days of written notice from the City in perpetuity. *Master Developer is in agreement.*
DA 3.143(b) – Telecommunications Facilities	Within six months of the recordation of the Final Parent Map, Master Developer shall submit a Telecommunications Facilities Map for consideration and approval by the Planning Commission and City Council to indicate the location of Telecommunication Facilities.	Revised to a time frame of within one (1) year of the recordation of any Development Phase Final Map. Revised: ~~p~~Property	Approval
DA 4.01(a) – Master Community HOA	Parent Final Map language used	Revised "Parent Final Map" to "Development Phase I Final Map"	Approval

Table 1: Development Agreement (DA)			
Section	**2012 DA Language**	**Changes Proposed by Developer**	**Staff Recommendation**
DA 4.04 – City Maintenance Obligations Acknowledged	…streetlights upon City dedicated public streets within the Community and accepted by the City will be maintained by City in good condition and repair at the City's sole cost and expense.	Added: Maintenance of the non-standard streetlights is governed by Section 3.13. City reserves the right to modify existing sidewalks and the installation of sidewalk ramps and install or modify traffic control devices on common lots abutting public streets at the discretion of the Director of Public Works.	Approval
DA 5.01 – Elementary, Middle and High School Acreage	Master Developer agrees to provide Master Utility Improvements and Off-site Improvements adjacent to the school parcels… Prior to the recordation of the Parent Final Map the Master Developer is to enter into a MOU with the CCSD…	Added: CCSD may elect to use the middle school site as an elementary school site. Revised: Master developer to only provide Master Utility Improvements and Off-Site Improvements including all underground school flasher infrastructure adjacent to the school parcels… Revised: Prior to obtaining a building permit for a residential dwelling unit within Development Phase 2, the Master Developer shall enter into a Memorandum of Understanding ("MOU") with the CCSD for dedication, off-sites and development of schools. Added: The Master Developer and CCSD agree that discussions have commenced regarding the finalization of the MOU. Furthermore, the Master Developer and CCSD expressly intend that the MOU shall be finalized and fully approved on or before a date which is six (6) months following the Effective Date of this Agreement ("Target MOU Date"). In the event the MOU is not finalized and fully approved by the Target MOU Date, either the Master Developer of CCSD may notify the other in writing that such date shall be automatically extended to the commencement date of Development Phase 2.	Approval
DA 5.02 – Fire Protection	None	Added: Master Developer shall either (a) contribute $4,100,000 to the City for the sole purpose of construction of a Fire Station at the Fire Station Site as further outlined in this Section or (b) construct a Fire Station within the Community at a Donated Fire Station Site, as further indicated by this Section. Master Developer and City shall agree, no later than two (2) years after the Effective Date of this Agreement, on whether Master Developer will make Fire Station Contribution pursuant to Section 5.02(a) or build a Fire Station within the Community pursuant to Section 5.02(b).	Approval
DA 5.02(a) – Payment Towards Construction of Fire Station	Contribution date of June 30, 2017	Revised: Contribution date of June 30, 2017~~7~~9	Approval

Table 1: Development Agreement (DA)			
Section	**2012 DA Language**	**Changes Proposed by Developer**	**Staff Recommendation**
DA 5.02(b) – Construction of Fire Station within the Community	None	Construction triggers and re-negotiation clause are the same as the "Payment Towards Construction of Fire Station" subsection. Master Developer states the construction will be completed two (2) years after commencement, as well as they will provide Master Utilities and Off-Site Improvements to the Fire Station. Additionally, the Master Developer wants the City to begin operation of the Fire Station within ninety (90) days of completion. The fire station is to be a minimum of (i) A minimum gross floor area of 10,700 square feet; (ii) three bays which must adequately enclose (LVFR insert type of apparatus here); (iii) prior to donation of the fire station and site to the City, the fire station must be certified as LEED Silver by the U.S. Green Building Council for Building Design and Construction.	Approval
DA 5.02(c) – Fire Station Location	None	Added: The Master Land Use Plan currently depicts a public facility land use category for the proposed Fire Station Site within the Community. If the Fire Station is constructed at an alternative location approved by the City within the Community or the Fire Station is constructed outside of the Community, then Parcel 2.34 shall revert to the adjacent Residential "Low" Master Land Use Plan category or the land use category designated for Parcel 2.11 at the time of the reversion that is compatible and harmonious to the area.	Approval
DA 7.02 – Acquisition of Rights-of-Way and Easements	N/A	Added: Master Developer acknowledge and accept: 1) that prior to BLM grant acceptance by the City for any right-of-way, easement or other interest on behalf of the Master developer, that the Master Developer shall submit for approval all relevant construction drawings for any off-site improvements required by this Agreement and any of the Master Studies for the property that is the subject of the BLM grant, and the construction of such improvements shall secured by an off-site improvement agreement pursuant to the provisions of the UDC; 2) that there can be placed upon BLM grants by the BLM certain stipulations for which the Master Developer shall be fiscally responsible; 3) that the Master Developer shall indemnify the City, and pay, within a reasonable time, any costs associated with the stipulations, or penalties or fines associated with the violation of such stipulations; and 4) that these requirements for indemnification and payment of costs are included within the necessary off-site improvement agreements for such improvements.	Approval

Table 1: Development Agreement (DA)			
Section	**2012 DA Language**	**Changes Proposed by Developer**	**Staff Recommendation**
DA 7.04(b) – Off-Site Sewer Capacity	All future offsite sewer analysis for the Community will be performed using a full pipe capacity, d/D ratio of 0.90.	Revised and Added: All future off-site sewer analysis for the Community will consider a ~~be performed using full~~ pipe to be at full capacity if it reaches a d/D ratio of 0.90 or greater. The sizing of new off-site sewer pipes will be based on peak dry-weather flow d/D ratio of 0.60 for pipes larger than 15-inches diameter.	Approval
DA 7.05(b) – Traffic Signal Improvements	N/A	The City, pursuant to Ordinance 5644, will construct the traffic signals identified in the Master Traffic Study when traffic signal warrants are sufficiently met in the opinion of the City Traffic Engineer.	Approval
DA 7.05(g) – School Flashers	None	The installation of school flashers' foundations, poles, and underground infrastructure in front of schools is the responsibility of the Master Developer. The school flasher equipment shall be provided and installed by CCSD.	Approval
DA 7.06 – Sheep Mountain Parkway	Spoke to the Sheep Mountain Parkways approximate size of 50.1 acres and that the Master Developer was to construct permanent detention basins within an area designated within the Master Land Use Plan and remove interim detention basins located with the Sheep Mountain Parkway alignment. Stated, "However, the vacation will not be recorded until the Master Developer records the Parent Final Map which includes a requirement for KAG Property, LLC to dedicate an additional 4.3 acres in conformance…."	Revised to so the Master Developer is responsible for the construction of permanent detention basins along the Puli Road alignment. Added: The Master Developer shall not file, and the City will not accept, any applications from the Master Developer for land use entitlements or mapping actions for any Development Parcels which are or would be encumbered by BLM N-77772, unless and until the Master Developer dedicate the entire Existing ROW to the City, together with the additional property depicted in Exhibit "J," to result in the dedication of the property necessary to accommodate the planned Sheep Mountain Parkway, such that Vacation (VAC-42250) approved by the City Council on (11/16/2011) can be recorded. Upon the dedication of the property indicated above and the recordation of Vacation (VAC-42250), the City may accept applications from the Master Developer for land use entitlements or mapping actions for any Development Parcels that had been, or would have been encumbered by BLM N-77772. The Master Developer agrees to dedicate an additional 4.3 acres of Property to the City prior to or concurrent with the recordation of the order of vacation in conformance with Exhibit "J" that is not encumbered by the City's BLM grant N-77772. The City will follow the Applicable Rules for any property proposed for Sheep Mountain Parkway that is to be vacated.	Approval
DA 7.07(a) Kyle Canyon Interchange	At the City's discretion, the City may use the Developer contribution for design of…	Revised: At the City's discretion, the City may use the Master Developer's contribution for design of…	Approval

Table 1: Development Agreement (DA)			
Section	**2012 DA Language**	**Changes Proposed by Developer**	**Staff Recommendation**
DA 7.08 – NDOT Right-of-way	None	Currently, a portion of the Property east of US 95 is encumbered by a Nevada Department of Transportation ("NDOT") easement for right-of-way as depicted on the Master Land Use Plan attached as Exhibit "F" ("NODT Easement"). The Master Developer shall not file and the City shall not accept any applications form the Master Developer for land use entitlements or mapping actions for any portion of the Property encumbered by the NDOT Easement. However, if NDOT agrees to relinquish its NDTO Easement, then that portion of the Property may be developed in accordance with the land use category shown on the Master Land Use Plan. Upon relinquishment of the NDOT Easement on the property, the City may accept applications from the Master Developer for land use entitlements or mapping actions for any portion of the Property that had been deemed encumbered by the NDOT Easement.	Approval
DA 7.09~~7~~(d) Regional Flood Control Facility Construction by Master Developer	…complete the County Regional Flood Control District facilities as defined in the Master Drainage Study…	…complete the Clark County Regional Flood Control District facilities as defined in the Master Drainage Study… Added: Currently, a portion of Parcel 5.06, as depicted on the Master Land Use Plan attached as Exhibit "F", is reserved by the City for future flood control needs in addition to Parcels 5.07 and 5.08. The Master Developer shall not file and the City shall not accept any applications from the Master Developer for land use entitlements or mapping actions for that portion of Parcel 5.06 reserved by the City for future flood control needs. However, if the City agrees that all or a portion of the reserved property on Parcel 5.06 is not necessary for the City's flood control measures, then upon City's written notification to Master Developer of its release or portion of Parcel 5.06 that is not needed for the City's flood control measures, said portion of Parcel 5.06 may be developed in accordance with the land use category shown on the Master Land Use Plan. Upon the City's release of its reservation of that portion of Parcel 5.06, the City may accept applications from the Master Developer for land use entitlements or mapping actions for that portion of the Property that had been reserved by the City for flood control.	Approval
DA 8.01 – Special Improvement District	None	Added Section header: Special Improvement District	Approval

Table 1: Development Agreement (DA)			
Section	**2012 DA Language**	**Changes Proposed by Developer**	**Staff Recommendation**
DA 10.03 – Limitations on Monetary Damages	City and the Master Developer agree that they would not have entered into this Agreement if either were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, City and Master Developer may pursue any course of action at law or in equity available for breach of contract, except that neither Party shall be liable to the other or to any other person for any monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement."	None	Conditional Approval The City requires the following language to be added: Accordingly, City and Master Developer (or its permitted assignees) may pursue any course of action at law or in equity available for breach of contract, except that neither Party shall be liable to the other or to any other person for any monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement." *Master Developer is in agreement.*
DA 11.07 – Counterparts	None	Added section detailing how the agreement can be signed by compiling signatures via multiple copies.	Approval
DA 11.08 – Notices	Previous City Hall address and "Owner" Information	Updated City hall address and "Owner" and "Master Developer" information	None
DA 11.176 – Gender Neutral	In this Development Agreement…	Revised: In this ~~Development~~ Agreement…	None
Signature Blocks	Previous "Owner" information	Revised: Current "Master Developer" information	None
Kyle Canyon Development Agreement Exhibits	Title and Exhibit List	Deleted	Conditional Approval Return the exhibit list to the last page of the DA. *Master Developer is in agreement.*

The Development Agreement sets forth the terms and conditions of development. These terms and conditions denote the responsibilities of all the parties involved. The proposed revisions to effective Development Agreement constitute the end of a 12-month negotiation period between the city of Las Vegas and the Master Developer. During this time, not only has the ownership of the property and the economic state of affairs changed but also certain infrastructure projects have been either completed or revised in their scope, thereby precipitating significant changes to the effective Development Agreement. Below are the more substantial changes and their potential impact on the Community:

- The original agreement and its first amendment were entered into by one owner. Currently there exist numerous owners. The Development Agreement has been structured in a way to have one entity enter into this agreement with the City. That entity is KAG Property, LLC and is designated as the signatory and master developer and is required to complete all obligations contained in the proposed Development Agreement. Staff is in acceptance of this as the deeds recorded against the parcels of property that make up the Skye Canyon development refer to an also recorded covenant document that runs with

the land that appoints KAG, or its designee, the Development Manager, as each separate parcel owner's attorney-in-fact, permitting KAG or its designee to undertake the development and approval process on instead of and for each owner of real property encumbered by this proposed agreement and the covenant. [Recital K & Section 3.01]

- As a result of the proposed change to the definition of "Building Codes" [Section 1] from the 2009 International Residential, Building and Conservation Codes to that of the Code in effect at the time of issuance of permit for the particular development activity, projects will now be held to the most recent adopted codes thereby insuring the most up-to-date public safety standards.
- The City requires the following language to be added to Section 3.06~~5~~(c)(i)(4) – Parent Tentative Map: "The Parent Tentative Map shall also identify all permanent easements required for pedestrian access, and installation and maintenance of traffic control devices. The Parent Tentative Map shall clearly show all common areas (including medians) that will be perpetually maintained by the Master HOA." This language provides the City with clearly denoted roles and responsibilities by the Parties as it relates to the above referenced. The Master Developer has agreed to add this language to the Agreement.
- The deletion of a Parent Final Map requirement [Section 1 & Section 3.06~~5~~] and replacing it with a Development Phase Final Map scenario simply breaks an Overall Parent Final Map into smaller Development Phase Final Maps. The associated Parent Final Map triggers have now been revised to reflect Development Phase Final Maps (Master Studies, etc.). The Master Developer maintains the previously agreed upon benefit of not providing improvements or security for such improvements prior to the recordation of a Development Phase Map, with the exception of a performance bond for the placement of survey monuments as required by state law. The Master Developer, however shall submit for approval all relevant construction drawings for any off-site improvements required by this Agreement, any of the Master Studies or any land use entitlement for any Designated Builder Parcel within the Development Phase Final Map area, and the construction of such improvements shall be secured by an off-site improvement agreement made with the Owner/Master Developer prior to the recordation of a final map for such Designated Builder Parcel. Staff is in acceptance of the proposed changes as assurances of off-site improvements are still being maintained.
- New language has been added to Section 3.06~~5~~(c)(iii) – Tentative Subdivision Map, that requires the Master Developer to submit a letter clearly delineating the development standards to be applied to the Tentative Map at the time of submittal. Staff is in favor of this language as it will improve the time it takes to review both land use entitlements and building permits through the development review process.

- The Master Developer has proposed to utilize non-standard street light poles, mast arms and luminaries (New Exhibit "N") within the Community. The language related to Section 3.13~~2~~ has been amended to include maintenance responsibilities and the provision by the Master Developer of replacement inventory, in which the City will store at one of its own designated storage yards. Staff is in support of this language, but requests that the following language be added to Section 3.13~~2~~(ii): (ii) replenishment of the minimum inventory within one hundred twenty (120) days of written notice from the City in perpetuity. The Master Developer has agreed to add this language to the Agreement. The Master Developer has agreed to add this language to the Agreement.
- The language within the "Elementary, Middle and High School Acreage" [Section 5.01] section has been modified by the Master Developer, in coordination with the Clark County School District (CCSD), so as to establish a Memorandum of Understanding (MOU) between the Master Developer and the CCSD regarding the dedication, off-sites and development of schools within the Kyle Canyon Master Plan. Specific changes include the possible utilization of the propose middle school site for the purpose of an elementary school, as well as the extending of the timing in which the MOU is to be entered into by both parties.
- The Fire Protection Section [Section 5.02] has been revised to reflect three possible scenarios. The current financial commitment of $4.1 million, as well as the stubbing of Master Utility Improvements and Off-Site Improvements to site remains from the currently adopted Development Agreement. The Master Developer now has the additional options of constructing a Fire Station within the Community at their own expense and dedicating both the land and Fire Station to the City on Parcel 2.34 or at an alternative location agreed upon by the City within the Community. Staff is in support of the proposed language as placement of a Fire Station within the Community would decrease response times for the surrounding area and be in the best interest for the public's safety and welfare.
- New language has been added Section 7.05 – Traffic Improvements, to address the installation of school flashers. The foundations, poles and underground infrastructure in front of schools are to be installed by the Master developer. The school flasher equipment shall be installed by the CCSD. Staff is in support of this language.
- As a direct result of the elimination of a Parent Final Map for the Community the language regarding the Sheep Mountain Parkway [Section 7.06] has been amended so that the Master Developer shall not file, nor the City accept, any applications from the Master developer for land use entitlement or mapping actions for any Development Parcels encumbered by the Bureau of Land Management (BLM) right-of-way (ROW)

grant, unless and until the Master Developer dedicates the entire existing ROW to the City, including additional property depicted in Exhibit "J". Once this has been accomplished, a previously approved Vacation (VAC-42250) can be recorded and the City may accept applications from the Master Developer for land use entitlements and mapping actions.

- Section 7.08 – NDOT Right-of-way, has been added to denote the existing NDOT easement located on proposed Parcel 3.03 found within the Master Land Use Plan Exhibit "F" and to provide for the possible relinquishment of said easement. Until such time the Master Developer shall neither file, nor the City accept, any applications from the Master developer for land use entitlement or mapping actions. By providing language for this possibility it will allow the encumbered land to be reverted into usable square-footage without the need to amend the Development Agreement to adjust the Master Land Use Plan. Staff is in support of the proposed language.
- Section 7.09~~7~~(d) – Regional Flood Control Facility Construction by Master Developer, has been amended to provide for language that states the Master Developer shall not file, nor the City accept, any applications from the Master developer for land use entitlement or mapping actions allows for any portion of Parcel 5.06 being utilized for future flood control needs. Furthermore, language has been added stating that if the City agrees that all or a portion of the reserved property on Parcel 5.06 is not necessary for City's future flood control needs, then upon City's written notification, the released acreage can then be developed in accordance with the land use category shown on the Master Land Use Plan. Staff is in support of this language.

Staff is in acceptance with the proposed revisions as modified and is recommending approval of the Development Agreement.

Table 1a: Development Agreement (DA) Exhibits

Exhibit	2012 DA Language	Changes Proposed by Developer	Staff Recommendation
DA Exhibit "A" – Property Description	List of APNs and associated acreage. Total acreage equals 1,662.10.	List of APNs and associated acreage. Total acreage equals 1,661.95 based upon the Assessor's Parcel Numbers, versus 1,663.13 surveyed acres.	Approval
DA Exhibit "B" – Phasing Map	Six (6) phases identified.	Seven (7) phases identified.	Approval
DA Exhibit "C" – Impact Statement	Old City of Las Vegas Development Impact Notice and Assessment Form with an analysis predicated upon a total site acreage of 1,661.8 acres and 9,000 residential units.	New City of Las Vegas Development Impact Notice and Assessment Form with an analysis predicated upon a total site acreage of 1,661.95 acres a 9,000 residential units. Traffic trip generation and school student generation has been updated to reflect the changes in land use classification ratios found within the Master Land Use Plan.	Approval

Table 1a: Development Agreement (DA) Exhibits			
Exhibit	**2012 DA Language**	**Changes Proposed by Developer**	**Staff Recommendation**
DA Exhibit "D" – Parks Agreement	Discussed in Table 2		
DA Exhibit "E" – Developer Special Improvement Guidelines	Photostat copy of CLV Guidelines 1992 edition	PDF version of the CLV Guidelines December 2, 1992 edition.	Approval
DA Exhibit "F" – Residential Land Use Table and Master Land Use Plan	Depicts the special area land use designations for each of the proposed parcels within the development. The plan illustrates proposed streets, power easements, open space, arroyos and parks. The plan denotes net and gross acreages for each of the special land use designated parcels and community variables (streets, parks, flood control, etc.) Additionally, the plan indicates the maximum and average density for residential and blended land use designations. The plan also illustrates the location of the proposed RTC transit station and NV Energy substation.	Depicts a revised special area land use designation distribution, including the newly added PF (Public Facility) land use designation. The plan denotes both the net and gross acreages for each of the special land use designated parcels and community variables (streets, parks, flood control, etc.) Additionally, the plan indicates the maximum and average density for residential and blended land use designations. The plan also illustrates the location of the proposed RTC transit station, as well as the elimination of the NV Energy substation. The plan illustrates a revised network of street alignments, as well as portions of parcels being encumbered by either rights-of-way or future flood control facilities. School locations have been relocated within the Community, as well as a new network of parks.	Approval
DA Exhibit "G" – Master Drainage and Traffic Studies (On Disk)	Original Studies	None	Approval
DA Exhibit "H" – Offsite Sewer Capacity Letter	May 23, 2011 Kyle Canyon Offsite Sewer Impacts letter from SHG.	None	Approval
DA Exhibit "I" – BLM Right Of Way Grant	The Northern Beltway Right-of-way exhibit depicting existing rights-of-way dedicated for the Northern Beltway.	None	Approval
DA Exhibit "J" – Sheep Mountain Parkway Right Of Way Reduction	Existing Sheep Mountain Parkway right-of-way exhibit which delineates possible 50.1 acres of possible right-of-way to be vacated and an additional 4.34 acres to be required.	None	Approval (Clear Copy Requested)
DA Exhibit "K" – Memorandum Cost Between Interim and Permanent Detention Basins	Memorandum dated 01/07/11 prepared by SHG.	None	Approval
DA Exhibit "L" – Village Street and Trail Section	Exhibit depicted the proposed village streets and trail alignments within and adjacent to the Community, respectively. The proposed village streets had cross sections marked on them. In turn the 19 cross sections were depicted on a separate sheet of the exhibit.	Comprehensive map depicting the Village Street configuration, as well as the locations of all proposed trails within the Community.	Conditional Approval The street names for the former Horse Drive, Fort Apache Road and Hualapai Way shall be corrected in conformance with approved SNC-55060. *Master Developer is in agreement.*
DA Exhibit "M" – Kyle Canyon Development Standards and Architectural Design Guidelines	Discussed in Table 3		
DA Exhibit "N" – Skye Canyon Street Light Design	None	Non-standard drawings for a single arm and a double arm street light pole. Light study provided for five street classifications.	Conditional Approval Based on final approval by Public Works of the associated light study. *Master Developer is in agreement.*

The Development Agreement Exhibits put forth supporting materials for the requirements and obligations expressed within the Development Agreement. The revised exhibits demonstrate both the Master Developer's desired changes to the Community, as well as the changing right-of-way alignment conditions and their impact on other variables throughout the Community. Most notable of the revised exhibits is the revised Master Land Use Plan. The proposed Master Land Use Plan differs slightly from that of the effective Kyle Canyon Land Use Plan in the following ways:

- The Master Developer has gained five (5) acres of land that was previously encumbered by a NV Energy power substation.
- The Master Developer is proposing a new Public Facility land use classification within the Master Land Use Plan. This land use classification will cover approximately 11.50 net acres of land. The Public Facility land use classification shall be in conformance with the C-V (Civic) zoning district of the City of Las Vegas Unified development Code.
- The Master Developer has specified land use classifications to approximately 35.08 net acres of land previously denoted as power easements.
- Approximately 3.18 net acres of previously denoted open space is now being delineated as General Commercial and Low land use classifications.
- The Master Developer has reduced the amount of Medium Low land use classification within the Community by 111.85 acres or approximately 23.94%. The majority of the acreage was revised to a Low land use classification.
- The Master Developer has increased the amount of Medium Low-Attached land use classification within the Community by 15.93 acres or approximately 9.61%. The majority of the acreage was revised from Blended Use and General Commercial land use classifications.
- The Master Developer has increased the amount of Low land use classification within the Community by 247.44 acres or approximately 64.88%.
- The Master Developer has decreased the amount of Blended Use land use classification by 75.37 acres or approximately 41.41%. The associated decrease in acreage was revised to a Medium Low land use classification.
- The Master Land Use Plan illustrates portions of parcels being encumbered by either rights-of-way grants/easements (NDOT and/or Sheep Mountain Parkway) or future flood control facilities.
- The location of the proposed High School site has been relocated to the western portion of the community.
- The park acreage and locations has remained substantially the same, however the proposed Master Land Use Plan depicts a few additional Community park locations throughout the Property.

Additional comments related to the Development Agreement Exhibits are as follows:

- Pursuant to approved Street Name Change and Variance (SNC- 55060 & VAR-55892) Exhibit "L" is to be revised to reflect the former Horse Drive and Fort Apache Road alignments as being named W Skye Canyon Park Dr and N Skye Canyon Park Dr, respectively. The Master Developer has agreed to revise all associated exhibits within the Agreement.

As the proposed revisions maintain the distribution of residential, mixed-use and commercial uses within the Community, continuing to allow the Community the ability to offer a diverse range of housing types; and as they increase the acreage of community facilities while maintaining their relative locations throughout the Community, staff is recommending approval of the revised Master Land Use Plan. The Parks Agreement and the Development Standards and Architectural Design Guidelines will be discussed in a separate section and will have their respective staff recommendations. Having stated such, staff is recommending approval of all other exhibits.

Table 2: Parks Agreement (PA)

Section	2012 PA Language	Changes Proposed by Developer	Staff Recommendation
PA Entire Agreement	Referenced Kyle Canyon, Developer, parties and Indian Hills Park	Revised: References from Kyle Canyon to Skye Canyon; Developer to Master Developer; from parties to Parties; and from Indian Hills Park to Officer Alyn Beck Memorial Park.	Approval
PA – Pre-Recitals	KAG Property, LLC as owner	KAG Property, LLC as Master Developer	Approval
PA – Recitals(A)	The developer is the owner and master developer of certain lands… ...enter into a Development Agreement...	Lists all corporations that make up the Owner, as well as states, KAG has transferred ownership of certain portions of property to "Designated Builders" and that KAG has been appointed the attorney-in-fact Revised the language to refer to the Second Amendment and Restatement Development Agreement.	Approval
PA – Recital (F)(v)	None	Added: (v) to keep portions of the Skye Canyon Center reserved for the private use of the members of the Master HOA and guests of the Master HOA for a fitness facility and pool area…	Approval
PA Section 3 – Design of Parks	…designed in accordance with Park Standards Office of Architectural Services City of Las Vegas Department of Public Works dated March 8, 2007…	Revised: …shall be designed in accordance with the City of Las Vegas Design Standards for Parks, Trails, Buildings and Parking Facilities in effect at the time of issuance of the permit for the particular development activity	Approval

Table 2: Parks Agreement (PA)			
Section	**2012 PA Language**	**Changes Proposed by Developer**	**Staff Recommendation**
PA Section 5(B) – Completion Schedule	Developer shall submit to the City for its review a conceptual plan of all parks located within a Park Area prior to the issuance of the first permit for construction of dwelling units within such Park Area that exceeds the construction trigger…	Revised language to further clarify that the parks in question are those within each of the "individual" Park Areas.	Approval
PA Section 5(C) - Completion Schedule	Outlines construction drawing timing for City review.	Revised language to further clarify that the parks in question are those within each of the "individual" Park Areas.	Approval
PA Section 5(D) - Completion Schedule	Outlines construction start times and completion times.	Revised language to further clarify that the parks in question are those within each of the "individual" Park Areas. Revised: Master Developer shall commence construction of each individual park located within a Park Area within the timeframe described below ~~ninety (90) days following City approval of the construction drawings and specifications for such park~~ and shall complete each individual park within 18 months of the start of constructions.	Approval
PA Section 5(E) - Completion Schedule	Developer shall commence construction… prior to the issuance of the five hundredth (500th) permit for the construction of dwelling units within Kyle Canyon located on the east side of US95 or prior to the issuance of the two thousandth (2000th) permit for construction of dwelling units within all of the Kyle Canyon development. 24 month completion requirement from the date of commencement.	Revised: New commence construction trigger at the 3,000th permit for construction of dwelling units within all of the Sky Canyon development. Retained the 24 month completion requirement from the date of commencement language.	Approval
PA Section 5(F) - Completion Schedule	Developer shall commence design within 180 calendar days of receiving notice from the City that: a) notifies Developer of the issuance of the four thousandth (4,000th) permit for the construction of dwelling units within Kyle Canyon; and b) contains confirmation that adequate flood control facilities are in place to protect the park.	Revised: Master Developer shall commence design within 180 calendar days of receiving notice from the City that: a) notifies Master Developer of the issuance of the ~~four~~ five thousand~~th~~ five hundredth (~~4,0~~ 5,500th) ~~permit for the construction of dwelling units~~ building permit for residential dwelling unit~~s~~ within ~~Kyle~~ Skye Canyon; and b) contains confirmation that adequate flood control facilities are in place to protect the park.	Approval
PA Section 5(G) - Completion Schedule	None	Skye Canyon Center Construct and complete 2.05 acres of park on the parcel by the 400th prior to the issuance of the building permit for a residential dwelling. Commence construction of the Skye Canyon Center prior to the 1,500th prior to the issuance of the building permit for a residential dwelling.	Approval

Table 2: Parks Agreement (PA)			
Section	**2012 PA Language**	**Changes Proposed by Developer**	**Staff Recommendation**
		Complete construction of the Skye Canyon Center within 24 months of the commencement of the Skye canyon Center. City to acknowledge and agrees that portions of the Skye Canyon Center may be reserved for the private use of the members of the Master HOA and their guests.	
PA Section 5(H) through (Q) - Completion Schedule	None	Individual parks and associated triggers for commencement of construction and completion of construction by Area.	Approval
PA Section 15(a) - Assignments	Detailed language regarding the limitations and the means by which a Master Developer could assign all or a portion of its rights and obligations to another.	Revised: The Master HOA may not assign any of its rights or obligations under this Parks Agreement without prior written approval from the City. Master developer may assign its rights and obligations under this Parks Agreement so long as Master Developer notifies the City of the assignment and the City shall not unreasonably withhold approval of such assignment.	Conditional Approval The adopted Parks Agreement language is to remain. *Master Developer is in agreement.*
PA Section 15(h) – Counterparts	None	Added section detailing how the agreement can be signed by compiling signatures via multiple copies.	Approval
PA Signature Page	Previous "Owner" information	Revised: Current "Owner" information	Approval

The Parks Agreement identifies the rights, duties and obligations of the Master Developer and the City as to the design, construction and maintenance of public open space, parks, trails and other recreational amenities to be developed within the Community. The major changes to the effective Parks Agreement are as follows:

- The Master Developer is proposing to amend the construction triggers [PA Section 5(E) through (Q)] for the submitting of conceptual plans and construction of parks for the respective park area. Whereas previously the Master Developer was to submit plans prior to the issuance of the prescribed number of permits for the construction of dwelling units within the park area as denoted within Exhibit "D", it is now proposing to conform to new construction triggers levels found within both the Parks Agreement Section 5 and within amended Parks Agreement Exhibit "D". The construction triggers thresholds listed within Exhibit "D" are acceptable and staff is recommending approval.
- The completion schedule for the Officer Alyn Beck Memorial Park [PA Section 5(E)] has been revised so as to have the Master Developer commence construction prior to the issuance of the 3,000th permit for a residential dwelling unit within Skye Canyon development. The park construction threshold has been pushed out from the 22% build-out mark to the 33% build-out mark. These thresholds are acceptable and staff is recommending approval.

- Parks Agreement Section 15(a) has been revised to eliminate language that delineates the terms by which a performance bond will be required for the transferring of right and obligations to another. Specifically, a performance bond was required of anyone other than a Successor Master Developer who is assigned all or a portion of the Master Developer's rights and obligations. This provision combined with the requirement of the Master Developer to obtain written approval from the City prior to the assigning any of its rights or obligations is preferential to staff and is required to remain within the Parks Agreement. Therefore, staff is recommending that the currently adopted language remain. The Master developer is in agreement and the adopted language will be retained.

The revised Parks Agreement maintains the integrity of the previous agreement; therefore, staff recommends approval. The revisions to the Parks Agreement Exhibits will be discussed in the next section of the report.

Table 2: Parks Agreement (PA) Exhibits

Section	2012 PA Language	Changes Proposed by Developer	Staff Recommendation
PA Exhibit "A" – Description of Property	List of APNs and associated acreage. Total acreage equals 1,662.10.	List of APNs and associated acreage. Total acreage equals 1,661.95.	Approval
PA Exhibit "B" – Parks, Trails and Open Space Map	Depicts centrally located parks and open space in the western and eastern halves of the Community. The map lists 41.09 net acres of parks, 27.12 net acres of arroyos and 4.17 net acres of open space for a total of 72.8 net acres.	Depicts the new configuration based upon the proposed Master Land Use Plan. The map lists 42.11 net acres of parks, 15.57 net acres of arroyos and zero net acres of open space for a total of 57.68 net acres.	Approval
PA Exhibit "C" – Required Facilities and Conceptual Layouts of Parks (Table)	Table indicating all of the required facilities associated with the respective proposed parks.	New list of required facilities for the proposed parks throughout the community.	Conditional Approval Officer Alyn Beck Memorial Park and Iron Mountain Park. The table shall be revised to reflect the Iron Mountain Park having two (2) tot lots; the Officer Alyn Beck Memorial Park as having two (2) full size soccer fields, as well as two (2) tot lots. *Master developer is in agreement.*
PA Exhibit "C" – Required Facilities and Conceptual Layouts of Parks (Conceptual Drawings)	N/A	New conceptual drawings for the 14 proposed Community parks and the two City parks.	Approval
PA Exhibit "D" – Park Areas	Illustrates park areas throughout the entire Community. Lists six (6) park areas and the corresponding parks within each area. Denotes the residential dwelling unit permit construction trigger for the construction of parks within a park area.	Illustrates park areas throughout the entire Community. Lists 10 park areas and the corresponding parks within each area. Denotes the residential dwelling unit permit construction trigger for the construction of parks within a park area.	Approval
PA Exhibit "G" – Park Areas	Conceptual drawing of Indian Hills Park	None The drawing has been moved into PA Exhibit "C".	Approval

PARKS AGREEMENT EXHIBIT ANALYSIS

The Parks Development Agreement Exhibits put forth supporting materials for the requirements and obligations expressed within the Parks Development Agreement. The Trails and Park Exhibit [Exhibit "B"] illustrates fifteen parks (including Iron Mountain and Indian Hills Park) and a northern and southern arroyo. Each one of these parks qualifies as a neighborhood park as defined by the Las Vegas 2020 Master Plan Parks Element. The identified parks are within a half mile (as the bird flies) of all developable parcels as currently shown and therefore are in conformance with the City's neighborhood park service area requirement. Based upon the 2009-2013 American Community Survey (ACS) five (5) year population estimate for the City of Las Vegas, 2.74 people reside in each residence. Using this data to extrapolate, the number of projected residents within the Kyle Canyon Community yields a total of 24,660 residents. Pursuant to the priorities of the Las Vegas 2020 Master Plan Parks Element a standard of 2.5 acres of park lands per 1,000 residents is to be achieved. For the Community to achieve this standard a total of 61.65 acres of park land are to be provided.

The Trail and Parks Exhibit establishes that the Community consists of 42.11 net acres of parks, 15.57 net acres of arroyos and 2.31 net acres of open space, which when combined (59.99 net acres) fails to the Las Vegas 2020 Master Plan Parks & Recreation Element's priority of 2.5 acres of park space for every 1,000 residents. This however does not take into account the 20.66 gross acres of community parks the Master developer is responsible for outside of the Community. With the inclusion of the additional acreage the Community and the outlying City community parks will provide park acreage in excess of the 2.5 acres per 1,000 resident requirement. The trail system illustrated within Exhibit "B" depicts the continuation of trails established by the Las Vegas 2020 Master Plan Recreation Trails Element, as well as the intent to building linkages between Community trails and regional trails. Trails are laid out so as to connect all proposed parks with the rest of the community. The Community utilizes a portion of a major power utility corridor to continue a trail along Shaumber Road through the entire Community and connecting to a regional trail to the north. The trails shown within the Exhibit "B" of the Parks Agreement and the bike lanes depicted within the street cross sections illustrated within Exhibit "M" of the Development Agreement provide for an abundance of multi-modal transportation opportunities for the future residences of the Community.

Overall the proposed parks and trails system either meets or exceeds the expectations of the Las Vegas 2020 Master Plan goals for park land and trails; therefore, staff is recommending approval of the Parks Agreement Exhibits.

Table 3: Development Standards (DS) Manual			
Page/Section	***2012 Language***	**Changes Proposed by Developer**	***Staff Recommendation***
Pg. 2/Kyle Canyon Master Plan Land Use Categories – *Parks and Open Space*	The purpose of the Parks and Open Space land use category is to provide for active and passive recreational amenities, including natural open space, serving residents of Kyle Canyon and the surrounding areas.	Added: Alcohol uses are subject to the approval of a special use permit.	Approval

Table 3: Development Standards (DS) Manual			
Page/Section	***2012 Language***	**Changes Proposed by Developer**	***Staff Recommendation***
Pg. 3/Restricted Uses	Use restrictions and development requirements specific to Parcels A-3 and E-21, as well as the triangular piece of property at the intersection of Horse Drive and Fort Apache Road.	Revised the section to refer to the new parcel designations (Parcel 3.01, 3.02, 3.03 & 3.04) so that all previously adopted use restrictions and development requirements are maintained.	Approval
Pg. 5/Residential Development Standards – (H)(3)(a) Perimeter Walls	…change sentence near end of first paragraph to read… "Pilasters, if used, shall have a maximum spacing of 100' on center."	…change sentence near end of first paragraph to reed…"Subdivision perimeter pilasters abutting streets, common areas, or interior streets shall be eleven (110 courses as measured from the highest adjacent finished grade for an overall height of 7'-8", plus a 4" high Pre-Cast Cap on 24" square columns, spaced at approximately 250' o.c., with pilasters generally occurring at adjacent residential lots owners perpendicular property lines. Block shall be 6"x8"x16" split face, with two (2) rows fluted block at the two upper courses, and 2" precision cap." Added: Typical Perimeter Wall & Pilasters detail	Approval
Pg. 37/Environmental Standards – Energy Conservation	Any Builder product that is Energy Star certified shall be exempt from these inspection requirements.	Revised: Any Builder product that is Energy Star certified or similar approved alternative shall be exempt from these inspection requirements.	Approval
Pg. 37/Environmental Standards – Solid Waste	The Developer will meet with Republic Services or the City's contractor for solid waste removal at that time, and arrange a program for all of Kyle Canyon Gateway to have trash removal on a once a week basis and recycling pick up on a separate once a week basis. The Developer shall create a program to inform all Kyle Canyon Gateway home buyers of this solid waste and recyclables program.	None	Conditional Approval Revise the adopted language to remove the words "on a separate" from the first sentence of the paragraph. *Master developer is in agreement.*
Pg. 37/Environmental Standards – Required Homebuyer Options	1. Energy Star Certified Homes 2. Solar water heaters 3. Compact fluorescent lighting 4. Indoor motion sensing lighting 5. Photovoltaic solar panels and net metering systems 6. Energy Star appliances	1. Energy Star Certified Homes or similarly approved alternative 2. Solar water heaters or tankless water heater(s) 3. Compact fluorescent lighting or LED lighting 4. Indoor motion sensing lighting 5. Photovoltaic solar panels and net metering systems or soar "ready" electrical system 6. Energy Star appliances	Approval
Pg. 39/Cluster Setback Diagram (Notes)	N/A	Added: (Not withstanding any other language to the contrary in the design guidelines or the Agreement) Added: Private drives as indicated require a minimum of 24 feet clear width and shall be posted as fire lanes.	Approval
Pgs. 42-51/Cross Sections	Adopted cross sections for the Arroyos and all street classifications found within the Community.	Updated cross sections that depict increased common lots located back of curb, as well as the addition five (5) foot bike lanes within all roadway cross sections.	Conditional Approval Pg. 43 – Cross section "B" is to be revised to reflect current site conditions. Pg. 48 Cross section "J" is to be revised to reflect current site conditions. *Master developer is in agreement.*

Table 3: Development Standards (DS) Manual			
Page/Section	***2012 Language***	**Changes Proposed by Developer**	***Staff Recommendation***
Pg. 55/24' Shared Private Drive Detail (Notes)	N/A	Added: Not withstanding any other language to the contrary in the design guidelines or the Agreement. No parking allowed in fire lanes less than 32 feet in width. Fire lane shall be marked in accordance with adopted fire code.	Approval
Pg. 56/32' Shared Private Drive Detail (Notes)	N/A	Added: Not withstanding any other language to the contrary in the design guidelines or the Agreement. Parking allowed on one side only, if pat of the required Fire Department access lane.	Approval
Pg. 57/20' Private Alley Drive Detail (Notes)	None	Added: Not withstanding any other language to the contrary in the design guidelines or the Agreement, not allowed for required fire apparatus access.	Approval
Pgs. 63& 64/Village Street and Trails Exhibit & Street and Trail Sections	Exhibit depicted the proposed village streets and trail alignments within and adjacent to the Community, respectively. The proposed village streets had cross sections marked on them. In turn the 19 cross sections were depicted on a separate sheet of the exhibit.	Exhibit depicted the revised village streets and trail alignments within and adjacent to the Community, respectively. The proposed village streets had cross sections marked on them. In turn the 18 cross sections were depicted on a separate sheet of the exhibit.	Conditional Approval Revise Pg. 63/Village Street and Trails Exhibit regarding the use of cross section "K" south of Eagle Canyon Avenue. *Master developer is in agreement.*
Pgs. 65-73/Streetscape Standards	Depicted landscape treatment patterns to be utilized within the proposed Village Streets. Plant type size was called out, but no specific plant materials were named.	Updated streetscape designs that conform to the proposed Village Street cross sections have been provided. Plant size and materials have also been provided, as well as a utility consideration exhibit.	Approval

DEVELOPMENT STANDARDS MANUAL ANALYSIS

The proposed Development Standards Manual is in essence a modified version of the Unified Development Code (UDC). Where specific development standards are not called out the UDC shall govern development within the Community. When the 1st Amendment of the Development Agreement was adopted, the version of the UDC in effect at that time became the permanent version for the community. The exceptions listed within the Development Standards Manual were illustrated within a strike-through version of the UDC as part of the application. The Master developer will need to provide an updated copy of the UDC reflecting all of the proposed exceptions and details. The development standards set forth each of the Kyle Canyon residential special land use designations (Kyle R-1, Kyle R-CL, etc.) are less restrictive than that of the UDC, however no changes to the associated development standards have been proposed. The adopted development standards allow for perspective parcel builders to have flexibility in the design of the site and the structures. This in turn allows the Community as a whole to provide a variety of housing types that will promote diverse and cohesive neighborhoods, that are in general compliance with the "Resolution Adopted for Development within Kyle Canyon Gateway Area" (R-176-2004). The proposed Development Standards Manual also meets the intent of the Conservation/Sustainable Community Guidelines of the resolution by incorporating an environmental chapter that details conservation requirements for both the builders and the Master Developer.

Commercial development standards for the General Commercial special land use designation defer to the C-2 (General Commercial) zoning district development standards as set forth by the UDC. The Blended Land Use designation was created with the intent to encourage the mix of residential and non-residential uses on the same site or within the same building. This district is intended to have a strong pedestrian realm, which encourages high connectivity among the various uses on site and the adjacent neighborhood, as well as providing for public spaces for the enjoyment of the residents and visitors. The development standards set forth for the non-residential uses within this district are designed to encourage buildings along the street frontage to create an urban center. Though the blending of uses on a site is encouraged, it does not restrict a builder from establishing a singular use on a site. Staff is in support of the Blended Land Use district's goal and design standards to achieve those ends.

The street cross sections found within the proposed Development Standards Manual closely align themselves with the standards set forth by the Complete Streets Standards of the UDC (Title 19.04). All of the proposed street cross sections utilize detached sidewalks and most include bike lanes on either side of the road. The proposed street cross sections depict adjacent common lots that range in width from 17 to 32 feet. As compared to the effective Agreement, the widths of the common lots have increased slightly; also they exceed the UDC requirements. Streetscape landscape exhibits within the proposed Development Standards Manual illustrate street tree and shrub planting that either meets or exceeds the requirement of the UDC. In addition, the proposed Development Standards Manual includes a plant list that is identical to the recently adopted Southern Nevada Regional Planning Coalition (SNRPC) plant list. In light of the before mentioned, staff is recommending approval of the proposed Development Standards Manual.

ARCHITECTURAL DESIGN GUIDELINES ANALYSIS

The Architectural Design Guidelines were created to ensure a cohesive community identity is established, achieved and maintained throughout the project. The standards set forth are looked upon as guiding principles in order to allow for design flexibility as market trends change over the course of the build out of the project. Both single family residential and multi-family residential neighborhood architectural guidelines addressed issues pertaining to building form, building materials and color, roof form and slope, roof materials, garages, porches and window treatments to name a few. The Architectural Design Guidelines include the procedure and submittal requirements for the Design Review Committee (administered by the Master Developer) by which all development proposals will require approval from prior to the submission to any public agency. The Architectural Design Guidelines speaks to some of the design concerns found within the Unified Development Code (UDC), such as not allowing roof mounted mechanical equipment, the screening of mechanical equipment and the prohibiting of the use of reflective glazing. As such, staff has no objection to the proposed Architectural Design Guidelines, as they address design goals that are in line with those of the UDC, as well as no modifications have been made to the adopted Agreement.

FINDINGS (DIR-57816)

In order to approve an application for a Development Agreement, pursuant to Title 19.16.150, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed Development Agreement is in conformance with Nevada Revised Statutes (NRS) 278.0201 through 278.0207, as it achieves a number of goals set forth by the Las Vegas 2020 Master Plan. The Development Agreement addresses Goal #3 of the Las Vegas 2020 Master Plan,

   > *"Newly developing areas of the city will contain adequate educational facilities and recreational and open space and be linked to major employment centers by mass transit, including buses, and by trails."*

   More specifically, the Development Agreement generally meets the intent of several of the objectives put forth by Goal #3 such as,

   > *"Objective 3.1: To ensure that new residential subdivisions, with the exception of areas currently designated as rural preservation neighborhoods by Nevada statute, are developed into walkable communities, where reliance on auto trips for convenience shopping and access to education and recreation is minimized, and where development densities support transit."*
   >
   > *"Objective 3.5: To enhance the visual quality of new development within the city."*
   >
   > *"Objective 3.6: To ensure that adequate amounts of park space and trail systems are designated and developed to meet or exceed national standards and standards established in the Master Plan Parks Element."*

   Furthermore, the proposed Development Agreement generally meets the intent of the Traditional Neighborhood Development (TND) General Plan designation by providing for a mix of housing types, commercial and civic uses within the community. In addition, the resulting community will incorporate natural features, such as the arroyos, as organizational and recreational elements of the community.

2. **The uses which would be allowed on the subject property by approving the Development Agreement will be compatible with the surrounding land uses and zoning districts.**

The uses allowed by the proposed Development Agreement are those allowed by that of the Unified Development Code (UDC). The Master Land Use Plan contained within the proposed Development Agreement illustrates appropriate transitioning of land use from the proposed community and that of the surrounding area by utilizing primarily "Low" and "Medium Low" special land use designations adjacent to areas with similar average densities.

3. **Growth and development factors in the community indicate the need for or appropriateness of the Development Agreement.**

The release of 1,700 acres of land, referred to as the Kyle Canyon Gateway, from the Bureau of Land Management (BLM) at the February 2005 BLM Land Auction, offered the City a unique opportunity to set forth expectations for sustainable development within the area by way of adopted resolution R-176-2004. The current effective Development Agreement, adopted in 2007 and amended and restated in 2012, created a Master Plan Community that was in general conformance with the intent of resolution R-176-2004 and the Traditional Neighborhood Development General Plan designation. Since its adoption not only has the ownership of the property and the economic state of affairs changed, but certain infrastructure projects have been either completed or revised in their scope. Consequently, the proposed Development Agreement has been revised to reflect the current growth and development conditions. The proposed revisions to the effective Development Agreement are appropriate, as the desire to achieve a sustainable Master Planned Community within the city is high.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed Master Planned Community.**

The existing and proposed street and highway facilities are adequate in size to meet the requirements of the proposed Master Plan Community. Specific details are described within the approved Master Traffic Study.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 37

NOTICES MAILED RJ ONLY

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: DIR-57816 APN: 126-12-000-001

Name of Property Owner: Section 12, LLC

Name of Applicant: KAG Property, LLC

Name of Representative: Stephanie Allen-Kaempfer Crowell

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ 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: Marc Balduc

Subscribed and sworn before me

This 3rd day of February 20 15

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
AMANDA GRAHAM
Appt. No. 07-5062-1
My Appt. Expires Jan. 17, 2016

PRJ-57680
02/09/15
~~7713.56~~

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: DIR-57816 APN: 125-07-310-002, 125-07-410-002,003

Name of Property Owner: KAG Development South, LLC

Name of Applicant: KAG Property, LLC

Name of Representative: Stephanie Allen-Kaempfer Crowell

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ 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: Marc Balduc

Subscribed and sworn before me

This 3rd day of February, 2015.

Amanda Graham

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
AMANDA GRAHAM
Appt. No. 07-5062-1
My Appt. Expires Jan. 17, 2016

PRJ-57680
02/09/15
~~7713.56~~

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: DIR-57816 APN: 125-07-602-001,003,004,005 125-07-101-004, 125-07-501-005

Name of Property Owner: East of 95, LLC

Name of Applicant: KAG Property, LLC

Name of Representative: Stephanie Allen-Kaempfer Crowell

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ 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: Marc Balduc

Subscribed and sworn before me

This 3rd day of February 2015.

_____
Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
AMANDA GRAHAM
Appt. No. 07-5062-1
My Appt. Expires Jan. 17, 2016

PRJ-57680
02/09/15
~~7713.68~~

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: DIR-57816 APN: 125-07-201-001,003 and 125-07-501-006, 125-06-401-005, 125-06-101-005,007

Name of Property Owner: M F Land, LLC

Name of Applicant: KAG Property, LLC

Name of Representative: Stephanie Allen-Kaempfer Crowell

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ 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: Marc Bolduc

Subscribed and sworn before me

This 3rd day of February, 20 15

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
AMANDA GRAHAM
Appt. No. 07-5062-1
My Appt. Expires Jan. 17, 2016

PRJ-57680
02/09/15
~~7713.66~~

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: DIR-57816 APN: 125-06-301-001, 125-06-401-001

Name of Property Owner: G Land, LLC

Name of Applicant: KAG Property, LLC

Name of Representative: Stephanie Allen-Kaempfer Crowell

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ 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: Marc Boldue

Subscribed and sworn before me

This 3rd day of February, 2015

_____
Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
AMANDA GRAHAM
Appt. No. 07-5062-1
My Appt. Expires Jan. 17, 2016

PRJ-57680
02/09/15
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DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: DIR-57816 APN: 125-06-101-001, 125-06-501-001

Name of Property Owner: Northland, LLC

Name of Applicant: KAG Property, LLC

Name of Representative: Stephanie Allen-Kaempfer Crowell

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ 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: Marc Balduc

Subscribed and sworn before me

This 3rd day of February, 2015.

Amanda Graham

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
AMANDA GRAHAM
Appt. No. 07-5062-1
My Appt Expires Jan. 17, 2016

PRJ-57680
02/09/15

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: DIR-57816 APN: 125-06-701-001, 125-06-301-002, 125-06-401-006

Name of Property Owner: Eastland, LLC

Name of Applicant: KAG Property, LLC

Name of Representative: Stephanie Allen-Kaempfer Crowell

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ 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: Marc Balduc

Subscribed and sworn before me

This 3rd day of February, 2015.

_____
Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
AMANDA GRAHAM
Appt. No. 07-5062-1
My Appt. Expires Jan. 17, 2016

PRJ-57680
02/09/15

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: DIR-57816 APN: 125-07-310-001

Name of Property Owner: PN II, Inc.

Name of Applicant: KAG Property, LLC

Name of Representative: Stephanie Allen-Kaempfer Crowell

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes 4 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: Chris Kaempfer, Duly Authorized Signatory

Subscribed and sworn before me

This 6th day of February, 2015

Cynthia R. Frank

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
CYNTHIA R. FRANK
Appt. No. 99-50717-1
My Appt Expires Nov. 17, 2018

Revised 11-14-06

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PRJ-57680
02/09/15
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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Development Agreement

Project Address (Location) US 95 & Kyle Canyon Rd.

Project Name Kyle Canyon — Proposed Use Master Planned Community

Assessor's Parcel #(s) 126-12-000-001 — Ward # 6

General Plan: existing n/a proposed n/a — Zoning: existing n/a proposed n/a

Commercial Square Footage n/a — Floor Area Ratio n/a

Gross Acres 1,662 ± — Lots/Units n/a — Density n/a

Additional Information n/a

PROPERTY OWNER Section 12, LLC — Contact n/a

Address 11411 Southern Highlands #300 — Phone: n/a — Fax: n/a

City Las Vegas — State NV — Zip 89141

E-mail Address n/a

APPLICANT KAG Property, LLC — Contact n/a

Address 11411 Southern Highlands #300 — Phone: n/a — Fax: n/a

City Las Vegas — State NV — Zip 89141

E-mail Address n/a

REPRESENTATIVE Kaempfer Crowell — Contact Stephanie Allen

Address 8345 W. Sunset Rd. Ste. 250 — Phone: 702-792-7000 — Fax: 702-796-7181

City Las Vegas — State NV — Zip 89113

E-mail Address sallen@kcnvlaw.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Marc Boizuc

Subscribed and sworn before me

This 3rd day of February, 20 15.

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
AMANDA GRAHAM
Appt. No. 07-5062-1
My Appt Expires Jan. 17, 2016

FOR DEPARTMENT USE ONLY

Case #	DIR-57816
Meeting Date:	03/10/15 PC
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

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PRJ-57680
02/09/15

Revised 10/27/08

1583316

7/13.58

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Development Agreement

Project Address (Location) US 95 & Kyle Canyon Rd.

Project Name Kyle Canyon Proposed Use Master Planned Community

Assessor's Parcel #(s) 125-07-310-002, 125-07-410-002,003 Ward # 6

General Plan: existing n/a proposed n/a Zoning: existing n/a proposed n/a

Commercial Square Footage n/a Floor Area Ratio n/a

Gross Acres 1,662 ± Lots/Units n/a Density n/a

Additional Information n/a

PROPERTY OWNER KAG Development South, LLC Contact n/a

Address 11411 Southern Highlands #300 Phone: n/a Fax: n/a

City Las Vegas State NV Zip 89141

E-mail Address n/a

APPLICANT KAG Property, LLC Contact n/a

Address 11411 Southern Highlands #300 Phone: n/a Fax: n/a

City Las Vegas State NV Zip 89141

E-mail Address n/a

REPRESENTATIVE Kaempfer Crowell Contact Stephanie Allen

Address 8345 W. Sunset Rd. Ste. 250 Phone: 702-792-7000 Fax: 702-796-7181

City Las Vegas State NV Zip 89113

E-mail Address sallen@kcnvlaw.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Marc Balduc

Subscribed and sworn before me

This 3rd day of February, 2015.

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
AMANDA GRAHAM
Appt. No. 07-5062-1
My Appt. Expires Jan. 17, 2016

FOR DEPARTMENT USE ONLY

Case #	DIR-57816
Meeting Date:	03/10/15 PC
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*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

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PRJ-57680
02/09/15

Revised 10/27/08

1583313

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Development Agreement

Project Address (Location) US 95 & Kyle Canyon Rd.

Project Name Kyle Canyon — Proposed Use Master Planned Community

Assessor's Parcel #(s) 125-07-602-001,003,004,005 and 125-07-101-004, 125-07-501-005 — Ward # 6

General Plan: existing n/a proposed n/a — Zoning: existing n/a proposed n/a

Commercial Square Footage n/a — Floor Area Ratio n/a

Gross Acres 1,662 ± — Lots/Units n/a — Density n/a

Additional Information n/a

PROPERTY OWNER East of 95, LLC — Contact n/a

Address 11411 Southern Highlands #300 — Phone: n/a — Fax: n/a

City Las Vegas — State NV — Zip 89141

E-mail Address n/a

APPLICANT KAG Properly, LLC — Contact n/a

Address 11411 Southern Highlands #300 — Phone: n/a — Fax: n/a

City Las Vegas — State NV — Zip 89141

E-mail Address n/a

REPRESENTATIVE Kaempfer Crowell — Contact Stephanie Allen

Address 8345 W. Sunset Rd. Ste. 250 — Phone: 702-792-7000 — Fax: 702-796-7181

City Las Vegas — State NV — Zip 89113

E-mail Address sallen@kcnvlaw.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name MARC BALDUC

Subscribed and sworn before me

This 3rd day of February, 2015.

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
AMANDA GRAHAM
Appt. No. 07-5062-1
My Appt. Expires Jan. 17, 2016

FOR DEPARTMENT USE ONLY

Case #	DIR-57816
Meeting Date:	03/10/15 PC
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

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PRJ-57680
02/09/15

Revised 10/27/08

1583310

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Development Agreement

Project Address (Location) US 95 & Kyle Canyon Rd.

Project Name Kyle Canyon — Proposed Use Master Planned Community

Assessor's Parcel #(s) 125-07-201-001,003 and 125-07-501-006, 125-06-401-005, 125-06-101-005,007 — Ward # 6

General Plan: existing n/a proposed n/a Zoning: existing n/a proposed n/a

Commercial Square Footage n/a — Floor Area Ratio n/a

Gross Acres 1,662 ± — Lots/Units n/a — Density n/a

Additional Information n/a

PROPERTY OWNER M F Land, LLC — Contact n/a

Address 11411 Southern Highlands #300 — Phone: n/a — Fax: n/a

City Las Vegas — State NV — Zip 89141

E-mail Address n/a

APPLICANT KAG Property, LLC — Contact n/a

Address 11411 Southern Highlands #300 — Phone: n/a — Fax: n/a

City Las Vegas — State NV — Zip 89141

E-mail Address n/a

REPRESENTATIVE Kaempfer Crowell — Contact Stephanie Allen

Address 8345 W. Sunset Rd. Ste. 250 — Phone: 702-792-7000 — Fax: 702-796-7181

City Las Vegas — State NV — Zip 89113

E-mail Address sallen@kcnvlaw.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature*

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Marc Bolotsc

Subscribed and sworn before me

This 3rd day of February, 2015.

Amanda Graham

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
AMANDA GRAHAM
Appt. No. 07-5062-1
My Appt. Expires Jan. 17, 2016

FOR DEPARTMENT USE ONLY

Case #	DIR-57816
Meeting Date:	03/10/15 PC
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

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PRJ-57680
02/09/15

Revised 10/27/08

1583307

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Development Agreement

Project Address (Location) US 95 & Kyle Canyon Rd.

Project Name Kyle Canyon — Proposed Use Master Planned Community

Assessor's Parcel #(s) 125-06-301-001, 125-06-401-001 — Ward # 6

General Plan: existing n/a proposed n/a — Zoning: existing n/a proposed n/a

Commercial Square Footage n/a — Floor Area Ratio n/a

Gross Acres 1,662 ± — Lots/Units n/a — Density n/a

Additional Information n/a

PROPERTY OWNER G Land, LLC — Contact n/a

Address 11411 Southern Highlands #300 — Phone: n/a — Fax: n/a

City Las Vegas — State NV — Zip 89141

E-mail Address n/a

APPLICANT KAG Property, LLC — Contact n/a

Address 11411 Southern Highlands #300 — Phone: n/a — Fax: n/a

City Las Vegas — State NV — Zip 89141

E-mail Address n/a

REPRESENTATIVE Kaempfer Crowell — Contact Stephanie Allen

Address 8345 W. Sunset Rd. Ste. 250 — Phone: 702-792-7000 — Fax: 702-796-7181

City Las Vegas — State NV — Zip 89113

E-mail Address sallen@kcnvlaw.com

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Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Marc Baldwin

Subscribed and sworn before me

This 3rd day of February, 2015.

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
AMANDA GRAHAM
Appt. No. 07-5062-1
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PRJ-57680
02/09/15

Revised 10/27/08

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Development Agreement

Project Address (Location) US 95 & Kyle Canyon Rd.

Project Name Kyle Canyon Proposed Use Master Planned Community

Assessor's Parcel #(s) 125-06-101-001, 125-06-501-001 Ward # 6

General Plan: existing n/a proposed n/a Zoning: existing n/a proposed n/a

Commercial Square Footage n/a Floor Area Ratio n/a

Gross Acres 1,662 ± Lots/Units n/a Density n/a

Additional Information n/a

PROPERTY OWNER Northland, LLC Contact n/a

Address 11411 Southern Highlands #300 Phone: n/a Fax: n/a

City Las Vegas State NV Zip 89141

E-mail Address n/a

APPLICANT KAG Property, LLC Contact n/a

Address 11411 Southern Highlands #300 Phone: n/a Fax: n/a

City Las Vegas State NV Zip 89141

E-mail Address n/a

REPRESENTATIVE Kaempfer Crowell Contact Stephanie Allen

Address 8345 W. Sunset Rd. Ste. 250 Phone: 702-792-7000 Fax: 702-796-7181

City Las Vegas State NV Zip 89113

E-mail Address sallen@kcnvlaw.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Marc Boldrc

Subscribed and sworn before me

This 3rd day of February, 20 15.

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
AMANDA GRAHAM
Appt. No. 07-5062-1
My Appt Expires Jan. 17, 2016

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02/09/15

Revised 10/27/08

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Development Agreement

Project Address (Location) US 95 & Kyle Canyon Rd.

Project Name Kyle Canyon — Proposed Use Master Planned Community

Assessor's Parcel #(s) 125-06-701-001, 125-06-301-002, 125-06-401-006 — Ward # 6

General Plan: existing n/a — proposed n/a — Zoning: existing n/a — proposed n/a

Commercial Square Footage n/a — Floor Area Ratio n/a

Gross Acres 1,662 ± — Lots/Units n/a — Density n/a

Additional Information n/a

PROPERTY OWNER Eastland, LLC — Contact n/a

Address 11411 Southern Highlands #300 — Phone: n/a — Fax: n/a

City Las Vegas — State NV — Zip 89141

E-mail Address n/a

APPLICANT KAG Property, LLC — Contact n/a

Address 11411 Southern Highlands #300 — Phone: n/a — Fax: n/a

City Las Vegas — State NV — Zip 89141

E-mail Address

REPRESENTATIVE Kaempfer Crowell — Contact Stephanie Allen

Address 8345 W. Sunset Rd. Ste. 250 — Phone: 702-792-7000 — Fax: 702-796-7181

City Las Vegas — State NV — Zip 89113

E-mail Address sallen@kcnvlaw.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Amber Mare Bolduc

Subscribed and sworn before me

This 3rd day of February, 20 15.

[signature] Amanda Graham

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
AMANDA GRAHAM
Appt No. 07-5062-1
My Appt Expires Jan. 17, 2016

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02/09/15

Revised 10/27/08

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Development Agreement

Project Address (Location) US 95 & Kyle Canyon Rd.

Project Name Kyle Canyon Proposed Use Master Planned Community

Assessor's Parcel #(s) 125-07-310-001 Ward # 6

General Plan: existing n/a proposed n/a Zoning: existing n/a proposed n/a

Commercial Square Footage n/a Floor Area Ratio n/a

Gross Acres 1,662 ± Lots/Units n/a Density n/a

Additional Information n/a

PROPERTY OWNER P N II, Inc. Contact n/a

Address 8345 W. Sunset Road Phone: n/a Fax: n/a

City Las Vegas State NV Zip 89123

E-mail Address n/a

APPLICANT KAG Property, LLC Contact n/a

Address 11411 Southern Highlands #300 Phone: n/a Fax: n/a

City Las Vegas State NV Zip 89141

E-mail Address n/a

REPRESENTATIVE Kaempfer Crowell Contact Stephanie Allen

Address 8345 W. Sunset Rd. Ste. 250 Phone: 702-792-7000 Fax: 702-796-7181

City Las Vegas State NV Zip 89113

E-mail Address sallen@kcnvlaw.com

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Property Owner Signature*

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Chris Armstrong Duly Authorized Signatory

Subscribed and sworn before me

This 6th day of February, 20 15.

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
CYNTHIA R. FRANK
Appt. No. 99-50717-1
My Appt. Expires Nov. 17, 2018

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case # DIR-57816

Meeting Date: 03/10/15 PC

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02/09/15

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Development Agreement

Project Address (Location) US 95 & Kyle Canyon Rd.

Project Name Kyle Canyon Proposed Use Master Planned Community

Assessor's Parcel #(s) 125-07-410-001 Ward # 6

General Plan: existing n/a proposed n/a Zoning: existing n/a proposed n/a

Commercial Square Footage n/a Floor Area Ratio n/a

Gross Acres 1,662 ± Lots/Units n/a Density n/a

Additional Information n/a

PROPERTY OWNER Woodside Homes of Nevada, LLC Contact n/a

Address 4670 S. Fort Apache Rd. #200 Phone: n/a Fax: n/a

City Las Vegas State NV Zip 89147

E-mail Address n/a

APPLICANT KAG Property, LLC Contact n/a

Address 11411 Southern Highlands #300 Phone: n/a Fax: n/a

City Las Vegas State NV Zip 89141

E-mail Address n/a

REPRESENTATIVE Kaempfer Crowell Contact Stephanie Allen

Address 8345 W. Sunset Rd. Ste. 250 Phone: 702-792-7000 Fax: 702-796-7181

City Las Vegas State NV Zip 89113

E-mail Address sallen@kcnvlaw.com

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Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Chris Armstrong, Duly Authorized Signatory

Subscribed and sworn before me

This 6th day of February, 20 15.

[signature]

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
CYNTHIA R. FRANK
Appt. No. 99-50717-1
My Appt. Expires Nov. 17, 2018

Revised 10/27/08

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SECOND AMENDMENT AND RESTATEMENT TO THE

DEVELOPMENT AGREEMENT

FOR SKYE CANYON MASTER PLANNED COMMUNITY

DIR-57816

PRJ-57680
02/09/15

THIS SECOND AMENDMENT AND RESTATEMENT TO THE DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of April, 2015 by and between the **CITY OF LAS VEGAS**, a municipal corporation of the State of Nevada ("City") and KAG Property, LLC, a Delaware limited liability company ("KAG" or "Master Developer"). The City and Master Developer are sometimes individually referred to as a "Party" and collectively as the "Parties".

RECITALS

A. City has authority, pursuant to NRS Chapter 278 and Title 19 of the Code, to enter into development agreements such as this Agreement, with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.

B. City and Kyle Acquisition Group, LLC, the original owner, entered into a development agreement which became effective on August 8, 2007 ("Original Agreement").

C. Wachovia Bank, acting as the managing creditor of 41 total creditors, foreclosed on the Property on September 23, 2008. KAG was formed to own the Property.

D. City and KAG entered into the First Amendment and Restatement to the Development Agreement on February 1, 2012 ("Existing Development Agreement").

E. On October 31, 2013, KAG recorded a Declaration of Covenants, Conditions and Restrictions Concerning Future Use and Development of Real Property with Reverter ("CC&R") as Instrument # 201206260000001 on the Property. Section 3.8 of the CC&R specifically appoints KAG as the attorney-in-fact to all Subsequent Owners (as defined therein) to, among other things, execute, acknowledge, record (as applicable) certain instruments and writings including, but not limited to, modifying and amending the Existing Development Agreement.

F. The current owners of the Property are KAG Development South, LLC, a Delaware limited liability company ("KAGDS"); KAG Development West, LLC a Delaware limited liability company ("KAGDW"); Eastland, LLC, a Delaware limited liability company ("Eastland"); Section 12, LLC, a Delaware limited liability company ("Section 12"); Northland, LLC, a Delaware limited liability company ("Northland"); MF Land, LLC, a Delaware limited liability company ("MF Land"); East of 95, LLC, a

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Delaware limited liability company ("East 95"); and G Land, LLC, a Delaware limited liability company ("G Land"). KAGDS, KAGDW, Eastland, Section 12, Northland, MF Land, East 95, and G Land, and their successors and assigns, may be collectively referred to as "Owner". Owner purchased the Property subject to the CC&R.

G. KAGDS transferred ownership of certain portions of the Property to "Designated Builders" Pulte and Woodside (as defined below).

H. KAG has been appointed as the attorney-in-fact to Owner in accordance with the CC&R.

I. KAG acknowledges that Owner and certain Designated Builders are the legal owner of the Property described on Exhibit "A" attached hereto.

J. The Parties desire to amend, incorporate, restate and supersede the First Amendment and Restatement to the Development Agreement in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law.

K. The Parties agree it is important to have a sole point of contact to facilitate the development of the Community under the terms of this Agreement. Master Developer has appointed Ninety-Five Management, LLC a Nevada limited liability company ("Development Manager") to act on behalf of the Master Developer on all matters as it relates to any communications with the City regarding the obligations and responsibilities of the Master Developer under this Agreement. Master Developer may designate a new Development Manager by providing written notice to City.

L. The Parties acknowledge that this Agreement will further the goals and values of City as provided by (i) Resolution R-176-2004 adopted by the City Council, (ii) City's Centennial Hills Sector Plan and (iii) the Las Vegas 2020 Master Plan.

M. The Parties further acknowledge that this Agreement will (i) provide for public services, public uses and urban infrastructure, (ii) promote the health, safety and general welfare of City and its inhabitants, (iii) minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, (iv) ensure attainment of the maximum efficient utilization of resources within City at the least economic cost to its citizens, and (v) otherwise achieve the goals and purposes for which the laws governing development agreements were enacted.

N. As a result of the development of the Property, City will receive needed jobs, sales and

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other tax revenues, significant increases to its real property tax base and substantial improvements to the public infrastructure. City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of City infrastructure by a developer with significant economic resources and experience in the development process.

O. Master Developer understands and acknowledges that there are insufficient public services available in order to properly construct and populate the Community. Subject to the terms and conditions of this Agreement, Master Developer agrees to provide those necessary public services, facilities and infrastructure improvements on the Property and outside the Property as specifically provided for herein.

P. Master Developer desires to obtain reasonable assurances that it may develop the Community in accordance with the terms, conditions and intent of this Agreement. Master Developer's decision to enter into this Agreement and commence development of the Community is based on expectations of proceeding and the right to proceed with the Community in accordance with this Agreement and the Applicable Rules.

Q. Master Developer further acknowledges that this Agreement was made a part of the record at the time of its approval by the City Council and that Master Developer agrees without protest to the requirements, limitations, and conditions imposed by this Agreement.

R. The City Council, having determined that this Agreement is in conformance with Resolution R-176-2004, the Centennial Hills Sector Plan and the Las Vegas 2020 Master Plan, and that all other substantive and procedural requirements for approval of this Agreement have been satisfied, and after giving notice as required by the relevant law, and after introducing this Agreement by ordinance at a public hearing on _____, and after a subsequent public hearing to consider the substance of this Agreement on _____, the City Council found this Agreement to be in the public interest and lawful in all respects, and approved the execution of this Agreement by the Mayor of the City of Las Vegas.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

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SECTION ONE

DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

“Affiliate” of any person means (a) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person and (b) any other Person that beneficially owns at least fifty percent (50%) of the voting common stock or partnership interest or limited liability company interest, as applicable, of such Person. For the purposes of this definition, “control” when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, partnership interests, by contract or otherwise; and the terms “controlling” or “controlled” have meanings correlative to the foregoing.

"Agreement" means this second amendment and restatement to the development agreement and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

“Alcohol Related Uses” means any alcohol uses as defined in the UDC.

“Applicable Rules” means and refers to:

(a) The provisions of the Code and all other uniformly-applied City rules, policies, regulations, ordinances, laws, general or specific, which were in effect on the Effective Date;

(b) This Agreement;

(c) The Design Guidelines; and

(d) The term “Applicable Rules” does not include:

(i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than City;

(ii) Any fee or monetary payment prescribed by City ordinance which is uniformly applied to all development and construction subject to the City’s jurisdiction; or

(iii) Any applicable state or federal law or regulation.

“BLM” means the Bureau of Land Management.

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“Building Codes” means the development of the Community shall be subject to the Building Codes and Fire Codes in effect at the time of issuance of the permit for the particular development activity.

"CCRFCD" means the Clark County Regional Flood Control District.

“CCSD” means the Clark County School District.

“City” means the City of Las Vegas, together with its successors and assigns.

“City Council” means the Las Vegas City Council.

“City Infrastructure Improvement Standards” means in their most recent editions and with the most recent amendments adopted by the City, the Standard Drawings for Public Works Construction Off-site Improvements, Clark County, Nevada; Uniform Standard Specifications for Public Works Construction Off-site Improvements, Clark County, Nevada; Uniform Regulations for the Control of Drainage and Hydrologic Criteria and Drainage Design Manual, Clark County Regional Flood Control District; Design and Construction Standards for Wastewater Collection Systems of Southern Nevada; and any other engineering, development or design standards and specifications adopted by the City Council. The term includes standards for public improvements and standards for private improvements required under the UDC. The term does not include the Kyle Canyon engineered drawings contained in the Design Guidelines.

“City Manager” means the person holding the position of City Manager at any time or their designee.

“Code” means the Las Vegas Municipal Code, including all ordinances, rules, regulations, standards, criteria, manuals and other references adopted therein.

“Community” means the Property and any and all improvements provided for or constructed thereupon.

“Designated Builder” means any legal entity other than Owner that owns any parcel of real property within the Community, whether prior to or after the Effective Date, provided that such entity is designated as such by Master Developer to City Manager in writing. For purposes of the Applicable Rules, the term "Designated Builder" is intended to differentiate between the Master Developer, Owner and their Affiliates in their capacity as developer or land owner and any other entity that engages in the

development of a structure or other improvements on a Development Parcel within the Community. Any entity that is an Affiliate of Master Developer or Owner may become a Designated Builder if Master Developer notifies City Manager in writing that such entity intends to construct vertical improvements on a Development Parcel. Without limiting the foregoing, PN II, Inc., a Nevada corporation, dba Pulte Homes of Nevada ("Pulte"), Woodside Homes of Nevada, LLC, a Nevada limited liability company ("Woodside") and Century Communities of Nevada, LLC, a Delaware limited liability company ("Century") are Designated Builders. A Designated Builder is not a Party to this Agreement and may not enforce any provisions herein, but upon execution and recordation of this Agreement, a Designated Builder may rely on the land use entitlements provided herein. Designated Builder will work closely with the Master Developer to ensure the Community is developed in accordance with this Agreement.

"Designated Builder Parcel" means any real property within the Community owned by a Designated Builder.

"Design Guidelines" means the document prepared by Master Developer and reviewed and approved by City as a part of this Agreement, which is fully incorporated herein.

"Development Parcels" means legally subdivided parcels of land within the Community that are intended to be developed or further subdivided.

"Development Phase" means separate development areas of the Property described on Exhibit "B" hereto.

"Development Phase Map, Final" means any final map recorded on the Property after the recordation of this Agreement and excludes the final map recorded in Book 147 Page 71 of Plats as "Parent Final Map of Skye Canyon Phase 1" and final maps for individual Designated Builder Parcels. The Phase Development Final Maps shall be in conformance to the Development Phase Exhibit "B".

"Director of Planning" means the Director of the City's Department of Planning or their designee.

"Director of Public Works" means the Director of the City's Department of Public Works or their designee.

"Donated Fire Station Site" means Parcel 2.34 pursuant to the Master Land Use Plan attached hereto as Exhibit "F" that will be utilized to construct a Fire Station pursuant to Section 5.02(b), if the Master Developer opts to construct and donate Real Property and Fire Station to the City instead of that

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certain sum of money contemplated within Section 5.02(a).

"DWR" means the State of Nevada Division of Water Resources.

"Effective Date" means the date, on or after the adoption by City of an ordinance approving the execution of this Agreement, and the subsequent execution of this Agreement by the Parties, on which this Agreement is recorded in the Office of the County Recorder of Clark County. Each party agrees to cooperate as requested by the other party to cause the recordation of this Agreement without delay.

"Entitlement Request" means a request by Master Developer or a Designated Builder for any land use approval including, without limitation, a tentative or final subdivision map.

"Final Inspection" means date of approved final inspection for a residential home to be occupied.

"Fire Station" means a building used for fire personnel and equipment.

"Fire Station Site" means property owned or controlled by the City at the southwest corner of Grand Teton and Hualapai.

"Grading Plan, Master Rough" means a plan or plans prepared by a Nevada-licensed professional engineer, to:

(a) Specify areas of less than two hundred (200) acres in size where the Master Developer intends to perform rough grading operations;

(b) Identify existing elevations and features that are to be preserved within the Community and do so at a drawing scale not to exceed one hundred feet (100') per inch;

(c) Identify approximate future elevations and slopes of roadways, paseos, Development Parcels, open space, and drainage areas;

(d) Identify rough design elevations on a two hundred foot (200') grid, and at street intersections, at pod boundaries and at drainage basin boundaries, or more frequently;

(e) Identify locations and heights of potential stock piles; and

(f) Prior to issuance of any rough grading permit, the Director of Public Works may require an update to the Master Drainage Study to address the impacts of phasing or diverted flows if the Master Drainage Study does not contain sufficient detail for that permit.

The Master Rough Grading Plan shall be reviewed by the Director of Public Works for conformance to the grading and drainage aspects of the approved Master Drainage Study and the

Director of Planning shall consider the plan for the aesthetic aspects of the plan. The intent of the document is to establish rough grade elevations for both roadways and Development Parcels such that significant unanticipated grade and earthwork differences do not occur at the time of development of individual subdivisions.

"Grading Plan Specific", which accompanies the Technical Drainage Study, means a detailed grading plan for a development site within the Community to further define the grading within residential or commercial subdivision sites as identified in the Master Rough Grading Plan to a level of detail sufficient to support construction drawings, in accordance with the CCRFCD Hydrologic Criteria and Drainage Design Manual.

"Investment Firm" means an entity whose main business is holding securities of other companies, financial instruments or property purely for investment purposes, and includes by way of example, and not limitation, Venture Capital Firms, Hedge Funds, and Real Estate Investment Trusts.

"LVVWD" means the Las Vegas Valley Water District.

"Master Developer" means KAG Property, LLC, a Delaware limited liability company, and its successors and assigns as permitted by the terms of this Agreement.

"Master Drainage Study" means the comprehensive hydrologic and hydraulic study to be approved by the Director of Public Works prior to the recordation of the first Development Phase Final Map, including updates required by the City when changes to the conditionally approved study are proposed that must also be approved by the Director of Public Works.

"Master HOA" means a unit-owners' association organized pursuant to NRS 116.3101, that is comprised of owners of residential dwelling units in the Community.

"Master Land Use Plan" means the approved site plan for the Community, which is Exhibit "F".

"Master Sanitary Sewer Study" means the comprehensive study to be approved by the Director of Public Works prior to the recordation of the first Development Phase Final Map, including updates required by the City where changes to the approved densities or layout of the development are proposed that would impact downstream pipeline capacities and that may result in additional required off-site sewer improvements.

"Master Studies" means the Master Traffic Study, the Master Drainage Study, and the Master

Sanitary Sewer Study.

“Master Traffic Study” means the comprehensive study to be approved by the Director of Public Works prior to the recordation of the first Development Phase Final Map.

"Master Utility Improvements" means those water, sanitary sewer, storm water drainage, power, street light and natural gas improvements within and directly adjacent to the Property necessary to serve the proposed development of the Community other than those utility improvements to be located within individual Development Parcels. All public sewer, streetlights, traffic signals, associated infrastructures and public drainage located outside of public right-of-way must be within public easements within common lots of the Master Developer or of the Designated Builder Parcels.

“Master Utility Plan” means a conceptual depiction of all existing and proposed utility alignments, easements or otherwise, within and directly adjacent to the Property necessary to serve the proposed development of the Community, other than those utility improvements to be located within individual Development Parcels. The Master Developer shall align all proposed utilities within proposed public rights-of-way when reasonable and will dedicate such rights-of-way to the City before granting utility easements to specific utility companies, except easements for existing NV Energy facilities constructed pursuant to BLM grants, and easements necessary for existing and future LVVWD water transmission mains.

“Metro” means the Las Vegas Metropolitan Police Department.

“NRS” means the Nevada Revised Statutes, as amended from time to time.

“Off-Property” means outside of the physical boundaries of the Property.

“Off-Property Improvements,” as this definition relates to the Master Studies, means infrastructure improvements located outside the Property boundaries required by the Master Studies or other governmental entities to be completed by the Master Developer due to the development of the Community.

“On-Property” means within the physical boundaries of the Property.

“On-Property Improvements,” as this definition relates to the Master Studies, means infrastructure improvements located within the Property boundaries required by the Master Studies or other governmental entities to be completed by the Master Developer due to the development of the

Community.

“Off-Site Improvements” means any and all improvements necessary for a discrete parcel of property as required by the Applicable Rules.

“Parent Map, Tentative” means a preliminary subdivision map of the Property that is the first discretionary request by the Master Developer to legally subdivide the Property pursuant to the provisions of NRS 278 and the UDC. Such map shall delineate all areas to be subdivided, including roadways and related necessary rights-of-way, easements and common areas. Furthermore, such map shall not include any individual residential lots.

“Parks Agreement” means that agreement between Master Developer and City identifying the rights, duties and obligations of Master Developer and City as to the design, construction and maintenance of public open space, parks, trails and other recreation amenities to be developed within the Community.

"Party," when used in the singular form, means either Master Developer or City and in the plural form of "Parties" means Master Developer and City.

“Planning Commission” means the City of Las Vegas Planning Commission.

“Planning Department” means the Department of Planning of the City of Las Vegas.

“Property” means that certain 1661.95 gross acres of real property which is the subject of this Agreement. The legal description of the Property is set forth at Exhibit “A”.

“RTC” means the Regional Transportation Commission of Southern Nevada.

“SNHD” means the Southern Nevada Health District.

“Standard Improvements” as this definition relates to Section Five, herein, means any and all Off-Site Improvements including, but not limited to, streets, sewers, sidewalks, curbs, gutters, storm drains streetlights and trails required in the Parks Agreement.

“Subdivision Map” means any instrument under NRS and the UDC which legally subdivides property or gives the right to legally subdivide property, including, without limitation, parcel maps, division of land into large parcels, tentative and development phase final maps, tentative commercial subdivision maps, final commercial subdivision maps, reversionary maps, condominium subdivision maps, or tentative or final residential subdivision maps, for all or a portion of the Community.

"Sub-HOA" means a unit-owners' association organized pursuant to NRS 116.3101, that is comprised of owners of residential dwelling units in the Community and is subordinate to the Master HOA.

"Technical Drainage Study" means: a comprehensive hydrologic study prepared under the direction of and stamped by a Nevada-licensed professional engineer, to:

(a) Estimate the impact of storm water run-off affecting a Development Parcel from on-property and off-property sources;

(b) Estimate the impact of any storm water run-off that will affect down-stream off-property real property;

(c) Identify the impacts of any storm water run-off that will affect the Development Parcel; the on-property proposed drainage facilities and patterns and any off-property drainage facilities and patterns;

(d) Identify the means and methods necessary to mitigate such impact, including a commitment to implement, or pay for such mitigating improvements within a specified time frame; and

(e) Identify the future elevations of roadways.

The Technical Drainage Study shall be approved by the Director of Public Works.

"Telecommunication Facility" means a wireless tower or antenna.

"Term" means the term of this Agreement.

"UDC" means the Unified Development Code.

"Village Street" means any of those roadways identified as Village Streets that is depicted on Exhibit "L" and which Master Developer is obligated to construct pursuant to the Master Traffic Study, together with associated curb, gutter, underground utility improvements including fiber optic interconnect, streetlights, traffic control signs and signals other than those for which a fee was paid pursuant to Ordinance 5644, sidewalk or trail and landscaping as indicated on the appropriate cross section in the Design Guidelines. Prior to installation of the final lift of asphalt, Designated Builders may have access for Designated Builder Parcel underground utility connections.

SECTION TWO

APPLICABLE RULES AND CONFLICTING LAWS

2.01 Reliance on the Applicable Rules. City and Master Developer agree that Master

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Developer will be permitted to carry out and complete the development of the Community in accordance with the terms of this Agreement and the Applicable Rules. The terms of this Agreement shall supersede any conflicting provision of the City Code except as provided in Section 2.02 below.

2.02. Application of Subsequently Enacted Rules by the City. The City shall not amend, alter or change any Applicable Rule as applied to the development of the Community, or apply a new fee, rule regulation, resolution, policy or ordinance to the development of the Community, except as follows:

(a) The development of the Community shall be subject to the Building Codes and Fire Codes in effect at the time of issuance of the permit for the particular development activity.

(b) The application of a new uniformly-applied rule, regulation, resolution, policy or ordinance to the development of the Community is permitted, provided that such action is necessary to protect the health, safety and welfare of City residents, and provided that City gives Master Developer written notice 30 days prior to implementing a new policy.

(c) Nothing in this Agreement shall preclude the application to the Community of new or changed rules, regulations, policies, resolutions or ordinances specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 2.04 to 2.06 of this Agreement are applicable.

(d) Should the City adopt or amend rules, regulations, policies, resolutions or ordinances and apply such rules to the development of the Community, other than pursuant to one of the above Sections 2.02(a), 2.02(b) or 2.02(c), the Master Developer shall have the option, in its sole discretion, of accepting such new or amended rules by giving written notice of such acceptance. City and the Master Developer shall subsequently execute an amendment to this Agreement evidencing the Master Developer's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time.

2.03. Application of New Fees. Notwithstanding Section 2.02 above, City may increase fees imposed by Ordinance 5644, cost-based processing fees, entitlement processing fees, inspection fees, plan review fees, facility fees, water connection fees or sewer connection fees that uniformly apply to all development in City.

2.04 Conflicting Federal or State Rules. In the event that any federal or state laws or regulations prevent or preclude compliance by City or Master Developer with one or more provisions of

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this Agreement or require changes to any approval given by City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

(a) Notice of Conflict. Either Party, upon learning of any such matter, will provide the other Party with written notice thereof and provide a copy of any such law, rule, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(b) Modification Conferences. The Parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law, rule, regulation or policy.

2.05 City Council Hearings. In the event either Party believes that an amendment to this Agreement is necessary due to the effect of any federal or state law, rule, regulation or policy, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Master Developer shall have the right to offer oral and written testimony at the hearing. Any amendment ordered by the City Council pursuant to a hearing contemplated by this Section 2.05 is subject to judicial review, but such review shall be filed within twenty-five (25) calendar days from the date of the hearing. The Parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

2.06 City Cooperation. City shall cooperate with Master Developer in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated under Section 2.05. As required by the Applicable Rules, Master Developer shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

SECTION THREE

PLANNING AND DEVELOPMENT OF THE COMMUNITY

3.01 Master Developer and Obligations of and Actions by the Master Developer.

(a) Appointment of Master Developer by Owner. Unlike the Original Agreement and the Existing Development Agreement where the entirety of the Property was owned by one entity, the Property now is owned by multiple entities. In order to carry out the intentions of this Agreement, the Owner

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has appointed a representative of the Owner to serve as the Master Developer (as the term is used throughout the Agreement) on behalf of the Owner. The Master Developer shall act pursuant to authority granted to it under a separate agreement with the Owner and pursuant to the existing CC&R recorded against the Property. KAG has been appointed by the Owner to serve on behalf of the Owner as the Master Developer.

(b) Role and Authority of Master Developer. Except as provided herein, the Parties agree that any communication, consent, approval, waiver, submission or other action by or on behalf of the Owner pursuant to the terms of this Agreement shall be made by the Master Developer. The Master Developer has the express authority to bind the Owner individually, and the City has no obligation to verify or confirm that any decision made or action taken by Master Developer is acceptable to the Owner or consistent with the Owner's separate agreement and/or the existing CC&R recorded against the Property, including any decision or action of Master Developer that might or could impact Owner, unless and until the City has received written notice from the Owner certifying that (A) KAG (or any successor Master Developer) is no longer authorized to represent the Owner as Master Developer under this Agreement and (B) a successor Master Developer has been appointed by the Owner to serve as the Master Developer under this Agreement on behalf of the Owner, together with the name and contact information for such successor Master Developer.

(c) Effect of Breach or Default by Master Developer. The Parties acknowledge that the Master Developer is serving as the representative of the Owner. If Master Developer breaches this Agreement or fails to perform any of its obligations hereunder after receiving written notice from the City of such failure or default in accordance with this Agreement, the City, shall have the right to exercise any and all rights and remedies available to the City with respect to such default, subject to the terms and conditions of this Agreement.

(d) Appointment of a Development Manager. The Parties recognize the effectiveness of having a single point of contact for the City and the various departments or governmental agencies to facilitate the development of the Community under the terms of this Agreement. Therefore, Master Developer has appointed the Development Manager to act on behalf of the Master Developer on all

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matters as it relates to any communications with the City regarding the obligations and responsibilities of the Master Developer under this Agreement. Master Developer may designate a new Development Manager by providing written notice to City.

3.02. Permitted Uses, Density, Height and Size of Structures. Pursuant to NRS Chapter 278, this Agreement must set forth the maximum height and size of structures to be constructed in the Community, the density of uses and the permitted uses of the land for each parcel within the Community.

(a) Maximum Units Permitted. The number of dwelling units within the Community shall not exceed nine thousand (9,000).

(b) Permitted Unit Types. The types of buildings and dwelling units permitted in the Community are as set forth in the Design Guidelines.

(c) Density. The maximum density permitted on the Property shall be as set forth in the Skye Canyon residential land use table and the related Master Land Use Plan, both of which are attached as Exhibit "F" to this Agreement and incorporated fully herein. Master Developer shall have the right to determine the number of residential dwelling units to be developed on any Development Parcel so long as all the terms and conditions of the Design Guidelines that relate to product density and product type are adhered to.

(d) Maximum Height and Size of Structures. The maximum height and size of structures within the Community is as set forth in the Design Guidelines.

(e) Land Uses. City acknowledges and agrees that the land use categories allowed within the Community are designated on the Master Land Use Plan and the uses permitted within each category are as described in this Agreement and the Design Guidelines. The Kyle Canyon Development Standards and Architectural Design Guidelines are attached as Exhibit "M".

(f) Proximity Restrictions. Pursuant to its general authority to regulate the sale of alcoholic beverages, the City Council declares that the public health, safety and general welfare of the Community are best promoted and protected by requiring that a Special Use Permit be obtained for all Alcohol Related Uses. Uses defined by "Alcohol Related Uses" shall have no specified spacing requirements between similar and protected uses.

3.03 Phasing of Construction.

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(a) Generally. While Master Developer has the sole discretion to decide upon the date that it commences development of the Community and any improvements therein, Master Developer agrees to construct certain improvements that are a direct public benefit in coordination with the development milestones set forth in this Section 3.03 and in the Parks Agreement.

(b) Phasing Map. Attached hereto as Exhibit "B" is a map of the Community that generally describes the phases of construction of the Community. The phases may be revised by Master Developer as necessary to address the residential market demands. Revisions shall be coordinated with the Director of the City's Department of Planning and the Director of Public Works. Prior to the submittal of each Development Phase Map, Master Developer will submit a draft phasing schedule to City.

(c) Phasing Schedule. Master Developer shall complete the construction of all Village Streets within a Development Phase as follows:

A minimum of two lanes of asphalt pavement on the Village Street providing the main access to a particular Designated Builder Parcel, and a working sanitary sewer connection that has been accepted by the City shall be in place prior to Final Inspection of any dwelling units within that Designated Builder Parcel. Permanent improvements on all major access Village Streets shall be substantially constructed as determined by the Director of Public Works prior to issuance of any building permits beyond 50% of all units within that Designated Builder Parcel. In addition, a roadway network to the boundary of this Designated Builder Parcel must be completed such that both vehicular and pedestrian access is provided.

All off-site improvements adjacent to that Designated Builder Parcel which will reasonably be used by residents of that parcel, shall be substantially constructed as determined by the Director of Public Works, prior to issuance of building permits beyond 75% of all units within that Designated Builder Parcel. The above thresholds notwithstanding, all adjacent Village Streets shall be substantially complete as determined by the Director of Public Works within 24 months of the commencement of construction of such adjacent Village Streets or as amended with the traffic study phasing plan. All required landscaping along streets adjacent to the Designated Builder Parcel will be complete within 2 months of the Final Inspection of the final unit in that Designated Builder Parcel.

(d) Site Grading. Master Developer and any Designated Builder may grade portions of the

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Property in conformance with the approved Master Drainage Study and applicable Development Parcel Technical Drainage Studies prior to approval of any additional drainage studies provided the Master Traffic Study has been approved, a Master Rough Grading Plan(s) has been approved for the area to be graded, the pertinent Development Phase Final Map is recorded and a completion bond has been posted with the City for the cost of the proposed grading. The completion bond will not exceed one million dollars ($1,000,000.00) for each Master Rough Grading Plan (i.e. 200 acre area). This bond(s) will be released by the City after the work is substantially complete or after Technical Drainage Studies that address the same area of the Property have been approved, whichever occurs first.

(e) Parks. Master Developer shall commence the design and construction of all parks and trails in the Community in accordance with the terms of the Parks Agreement.

(f) Assumption of Responsibility by Multiple Contractors. Permits that are awarded by City for each approved plan set will be based on work to be performed by each contractor. If a plan set includes multiple facets or phases of construction, separate contractors can pull permits. In the event of multiple permits and separate contractors per approved plan, Master Developer will provide City with regular updates identifying the approved permits that have been awarded for each plan.

3.04. Modifications of Design Guidelines. Modifications are changes to the Design Guidelines that apply permanently to all development in the Community. The Parties agree that modifications of the Design Guidelines are generally not in the best interests of the effective and consistent development of the Community, as the Parties spent a considerable amount of time and effort negotiating at arms-length to provide for the Community as provided by the Design Guidelines. However, the Parties do acknowledge that there are special circumstances which may necessitate the modification of certain provisions of the Design Guidelines to accommodate unique situations which are presented to the Master Developer upon the actual development of the Community. Further, the Parties agree that modifications of the Design Guidelines can change the look, feel and construction of the Community in such a way that the original intent of the Parties is not demonstrated by the developed product. To that end, the Parties also agree that the only proper entity to request a modification of the Design Guidelines is the Master Developer entity itself, and not a Designated Builder or any other purchaser of real property within the Community.

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(a) Applicant. Requests for all modifications of the Design Guidelines may be made only by Master Developer.

(b) Minor Modifications. Minor Modifications are changes to the Design Guidelines that include:

(i) changes in architectural styles, color palettes and detail elements.

(ii) the addition of similar and complementary architectural styles, color palettes and detail elements to residential or commercial uses.

(iii) changes in building materials.

(iv) changes in landscaping materials, plant palettes, and landscaping detail elements.

(c) Submittal, Review, Decision, and Appeal.

(i) An application for Minor Modification of the Design Guidelines may be made to the Director of Planning for their consideration. The Director of the Department of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application.

(ii) The Director of the Department of Planning may, in their discretion, approve a Minor Modification or impose any reasonable condition upon such approval. The Director of Planning shall issue a written decision within 30 business days of receipt of the application. The decision is final unless it is appealed by the Master Developer pursuant to Section (iii) below. Applications for which no written decision is issued within 30 business days shall be deemed approved. If the Director of the Department of Planning rejects a request for a Minor Modification, the request shall automatically be deemed a Major Modification, and at the option of the Master Developer, the decision of the Director of the Department of Planning may be appealed to the Planning Commission.

(iii) Master Developer may appeal any decision of the Director of the Department of Planning to the Planning Commission by providing a written request for an appeal within 10 business days of receiving notice of the decision. Such appeal shall be scheduled for a hearing at the next available Planning Commission meeting.

(iv) Master Developer may appeal any action of the Planning Commission by

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providing a written request for an appeal within ten (10) business days of the Planning Commission action. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

(d) Major Modifications.

(i) Any application for a modification to the Design Guidelines that does not qualify as a Minor Modification is a Major Modification. All applications for Major Modifications shall be scheduled for a hearing at the next available Planning Commission meeting after the City's receipt of the application or its receipt of the appeal provided for in Section (c) above, whichever is applicable.

(ii) Prior to Planning Commission consideration of a Major Modification that increases density in the Community the Master Developer shall meet and confer with the Director of Public Works or his designee as to whether an update to the Master Studies is required. If the Director of Public Works or his designee requires an update to one or more of the Master Studies, such update shall be prepared by Master Developer and submitted to the Department of Public Works no later than fifteen (15) business days prior to the Planning Commission hearing.

(iii) All actions by the Planning Commission on Major Modifications shall be scheduled for a hearing at the next available City Council meeting.

3.05 Deviation to Design Guidelines. A deviation is an adjustment to a particular requirement of the Design Guidelines for a particular Designated Builder Parcel or lot.

(a) Minor Deviation. A Minor Deviation must not have a material and adverse impact on the overall development of the Community and may not exceed ten percent (10%) of a particular requirement delineated by the Design Guidelines. An application for a Minor Deviation may only be made under the following circumstances:

1) A request for deviation from any particular requirement delineated by the Design Guidelines on ten percent (10%) or less of the lots in a Designated Builder Parcel; or

2) A request for deviation from the following particular requirements on greater than 10% of the lots in a Designated Builder Parcel or on an entire Designated Builder Parcel:

a) Changes in architectural styles, color palettes and detail elements.

b) The addition of similar and complementary residential or commercial uses and architectural styles, color palettes and detail elements.

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c) Changes in building materials.

d) Changes in landscaping materials, plant palettes, and landscaping detail elements.

e) Setback encroachments for courtyards, porches, miradors, casitas, architectural projections as defined by the Design Guidelines, garages and carriage units.

f) Height of courtyard walls.

(i) Administrative Review Permitted. An application for a Minor Deviation may be filed by the Master Developer or a Designated Builder as provided herein. Any application by a Designated Builder must include a written statement from the Master Developer that it either approves or has no objection to the request.

(ii) Submittal, Review and Appeal

(1) An application for a Minor Deviation from the Design Guidelines may be made to the Director of the Department of Planning for their consideration. The Director of the Department of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application.

(2) The Director of the Department of Planning may, in their discretion, approve a Minor Deviation or impose any reasonable condition upon such approval. The Director of the Department of Planning shall issue a written decision within thirty (30) business days of receipt of the application. The decision is final unless it is appealed by the Master Developer pursuant to Section (3) below. Applications for which no written decision is issued within 30 days shall be deemed approved.

(3) Master Developer or Designated Builder may appeal any decision of the Director of the Department of Planning to the Planning Commission by providing a written request for an appeal within 10 business days of receiving notice of the decision. Such appeal shall be scheduled for a hearing at the next available Planning Commission meeting.

(4) Master Developer or Designated Builder may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) business days of the Planning Commission action. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

(b) Major Deviation. A Major Deviation must not have a material and adverse impact on the overall development of the Community, may exceed ten percent (10%) of any particular requirement delineated by the Design Guidelines but may not exceed ten percent (10%) of the lots in a Designated Builder Parcel.

(i) City Council Approval Required. An application for a Major Deviation may be filed by the Master Developer or a Designated Builder as provided herein. Any application by a Designated Builder must include a written statement from the Master Developer that it either approves or has no objection to the request. Major Deviations shall be submitted to the Planning Commission for recommendation to the City Council, wherein the City Council shall have final action on all Major Deviations.

(ii) Submittal, Review and Approval.

(1) All applications for Major Deviations shall be scheduled for a hearing at the next available Planning Commission meeting after the City's receipt of the application.

(2) All actions by the Planning Commission on Major Deviations shall be scheduled for a hearing by the City Council within thirty (30) days of such action.

(c) If Master Developer or Designated Builder requests a deviation from adopted City Infrastructure Improvement Standards or the Kyle Canyon Engineered Details, an application for said deviation shall be submitted to the Land Development Section of the Department of Building and Safety and related fees paid for consideration by the City Engineer pursuant to the Applicable Rules.

(d) Any request for deviation other than those specifically provided shall be processed pursuant to Section 3.03 (Modifications of Design Guidelines).

3.06. Entitlement Requests.

(a) Generally. City agrees to cooperate reasonably with Master Developer to:

(i) Expeditiously process all Entitlement Requests in connection with the Property that are in compliance with the Applicable Rules and Master Studies; and

(ii) Subject to reasonable conditions not otherwise in conflict with the Applicable Rules or the Master Studies, promptly consider the approval of Entitlement Requests.

(b) Required Zoning Entitlement for Property. The Parties acknowledge and agree that the

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proper means to legally entitle the Property for eventual development is by way of the Master Developer's application and for a Traditional Development (T-D) Zoning Classification and an approved Traditional Development Community Program for the Property in accordance with the UDC.

The City Council finds that this Agreement, together with the exhibits and attachments, which include the Master Land Use Plan, the Design Guidelines, and the Master Studies fulfill and accomplish the required submittals pursuant to the T-D zoning district and shall be the basis of any approvals granted to the Master Developer under a T-D zoning district application.

(c) Other Entitlement Requests. Except as provided herein including the requirements of Section 7.05, all other Entitlement Request applications shall be processed by City according to the Applicable Rules. The Parties acknowledge that the procedures for processing such Entitlement Request applications are governed by the Code. In addition, any additional application requirements delineated herein shall be supplemental and in addition to such Code requirements.

(i) Parent Tentative Map. Master Developer shall satisfy all Code requirements and the following conditions precedent before filing an application for consideration of a Parent Tentative Map:

(1) Conditional approval of all Master Studies;

(2) Submittal of an exhibit acknowledging that all parcels within the Property, including those parcels "Not a Part" have, or will be provided legal access; and

(3) Submittal of a Master Utility Plan.

(4) The Parent Tentative Map shall show all additional right-of-way for turn lanes and bus turnouts required by the Master Traffic Study, and such additional rights-of-way shall be dedicated on the pertinent Development Phase Final Map unless an update to the approved Master Traffic Study is submitted to and approved by the Department of Public Works that shows that specific additional rights-of-way are not required. Comply with the recommendations of the approved Master Traffic Study update prior to occupancy of the site. If additional rights-of-way are not required and Traffic Control devices are or may be proposed within or adjacent to this site outside of the public right of way, all necessary easements for the location and/or access of such devices shall be granted on the Development Phase Final Map. Phased compliance will be allowed if recommended by the approved Master Traffic Study. No recommendation of the approved Master Traffic Study, nor compliance

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therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commissioner or the City Council on the development of this site.

(ii) Development Phase Final Subdivision Map. Master Developer shall satisfy all Code requirements before filing an application for consideration of any Development Phase Final Subdivision Map. Such maps shall not contain any individual residential lots and the City shall not require any improvements, or security for such improvements prior to the recordation of such Development Phase maps, except for a performance bond to secure the placement of survey monuments as required by state law. However, for any Designated Builder Parcel that is a part of a particular recorded Development Phase Final Map, the Master Developer shall submit for approval all relevant construction drawings for any off-site improvements required by this Agreement, any of the Master Studies or any land use entitlement for such Designated Builder Parcel, and the construction of such improvements shall be secured by an off-site improvement agreement made with the Master Developer prior to the recordation of a final map for such Designated Builder Parcel pursuant to the provisions of the UDC. Phasing and completion of such Off-Site Improvements is governed by the provisions of Paragraph 3.03(c).

(1) The City will accept submittals of tentative subdivision maps for Designated Builder Parcels for review and approval upon the concurrent submittal of any pertinent Development Phase Final Map(s) in response to the comments provided as a result of the City Blueline Technical Review.

(iii) Tentative Subdivision Map. Master Developer and/or Designated Builders shall satisfy all Code requirements for filing of an application for consideration of a tentative subdivision map. The Master Developer shall furnish a letter clearly delineating what Development Standard is to be applied to the tentative map at the time of submittal.

(iv) Site Development Plan Review. Master Developer and/or Designated Builders shall satisfy all Code requirements for the filing of an application for a site development plan review. The Parties further agree that:

(1) City staff shall consider and make a decision with respect to any application for a Site Development Plan within thirty (30) days of receipt of the application.

(2) Any appeal of an adverse decision on a site development plan review

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shall be scheduled for a hearing at the next available Planning Commission meeting after the City's receipt of the application for appeal.

(v) Special Use Permits. Master Developer and/or Designated Builders shall satisfy all Code requirements for the filing of an application for a special use permit. The Parties further agree that:

(1) Except as otherwise provided in this Agreement and the Design Guidelines, special use permit applications shall be processed in accordance with the UDC.

(2) City shall not accept any special use permit application without written verification that the Master Developer either approves of the application or has no objection thereto.

(vi) Gaming Enterprise District—Hotel/Casino. A Gaming Enterprise District and an establishment offering non-restricted gaming is approved within the Community. City recognizes that non-restricted gaming establishments have been appropriately included and developed in other master-planned communities throughout the City and Clark County, and City acknowledges that the Community is an appropriate location for a non-restricted gaming establishment as well. A hotel or appurtenant structure associated with a non-restricted gaming establishment shall be no greater than 160 feet in height.

3.07. Dedicated Staff and the Processing of Applications.

(a) Processing Fees, Generally. All Entitlement Requests, Minor or Major Modification Requests and all other requests related to the development of the Community shall pay the fees as provided by the UDC.

(b) Designated Builders will be permitted to submit Applications for building permits for model homes earlier than would otherwise be required under the Applicable Rules upon compliance with the same requirements that City has traditionally imposed on developers for model homes building permits as of the Effective Date.

(c) Inspection Fees. Construction documents and plans that are prepared on behalf of Master Developer for water facilities such as water pumping stations, water reservoirs, water transmission mains, and water distribution mains, that are reviewed by City for approval, shall not require payment of inspection fees to City unless the water service provider agrees not provide those inspection services.

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3.08. Impact Statement as Required by Chapter 481, Statutes of Nevada 1999. The Impact Statement for Projects of Significant Impact within the Las Vegas Urban Growth Zone was timely submitted to City. City received and reviewed the Impact Statement and finds that it satisfies the statutory requirements. The Impact Statement is set forth herein at Exhibit "C."

3.09. Common Name for the Community. Master Developer shall establish a common name for the Community and shall disclose such proposed name to City by written letter to City Manager. City acknowledges that Master Developer will devote substantial resources to promote such common name and protect its value as a unique intellectual property right, which may include filing state and federal registrations for such name. The Parties therefore agree that Master Developer shall have the exclusive right to own, control and license the name. City shall have no obligation to police the use, wrongful or otherwise, of the name by third parties.

3.10. "Saw-tooth Street" Mitigation Required. Where "Not a Part" parcels exist within or adjacent to the Property, that are or will be developed outside of the Community framework, but are bounded on two (or more) sides by developments within the Community, and that result in a "saw-tooth street improvement" (as generally and customarily defined in the Las Vegas Valley) or a non-continuous roadway, Master Developer shall construct such improvements necessary to tie the roadways and any applicable sidewalks or trails together or eliminate the saw-tooth, whichever is necessary. If such construction is restricted due to a lack of available rights-of-way, City agrees to either obtain the necessary rights-of-way at no cost to Master Developer or relieve Master Developer of the requirement to construct such facilities.

3.11. Identity Monuments. Prior to the construction of any identity monuments on the Property, Master Developer shall submit for approval a plan which includes the design and placement of the identity monuments. Such plan shall be reviewed and acted upon by City within thirty (30) days of receipt by City. If the City does act within thirty (30) days, City shall be conclusively deemed to have approved the design and location of the monuments. Sign permits for such Identity Monuments may be issued at any time after approval. Any appeal by the applicant of an adverse decision shall be scheduled for a hearing before the City Council within forty-five (45) days of the City's receipt of the application for appeal.

3.12. Common Area Landscaping. All common area landscaping abutting Village Streets shall

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be designed and constructed in accordance with the Design Guidelines. Sidewalks, landscaping and other appurtenances within common areas abutting Village Streets shall be maintained by the Master HOA. Unless provided for in the Parks Agreement, all landscaping that is not the responsibility of a lot owner to maintain and does not abut a Village Street shall be maintained by the Master HOA or a Sub-HOA. City and Master Developer, Master HOA and/or Sub HOA shall enter into appropriate encroachment agreements to the City for the installation and maintenance of landscaping in the public right-of-way at no cost to the City. The Parties agree that such right of encroachment is for the mutual benefit of the City, Master Developer and the Master HOA and any Sub-HOA. Master Developer shall have the right to assign such encroachment rights to the Master HOA and any Sub-HOA and shall obtain approval in writing from the City prior to a transfer of encroachment obligation.

3.13. Streetlight and Banners. The City agrees to allow Master Developer to use non-standard streetlight poles, mast arms and luminaries set forth in Exhibit "N" within the Community. The Master Developer and/or the Master HOA shall provide at no cost to the City: (i) ten (10) each of the streetlight poles, mast arms and luminaries and associated appurtenances used as an initial minimum inventory and to be stored in a designated City storage yard; and (ii) replenishment of the minimum inventory within one hundred twenty (120) days of written notice from the City. If the City is compensated by a third party for a damaged streetlight pole, the Master Developer or Master HOA shall be reimbursed for the cost of that damaged streetlight pole. Master Developer shall provide a lighting study for all roadway, intersection, sidewalk and trail lighting. The lighting study shall meet the minimum lighting levels as required by the Uniform Standard Drawings for the Clark County area. The streetlights for the Community must be LED technology for energy efficiency.

At the Master Developer's option, and with written approval from the City, hanging brackets may be installed on the standard streetlight poles that would support the placement of banners. Banners may only be used for community identification, special events or seasonal identification. If installed, repairs to the poles or brackets as a result of bracket installation, or damage from banners, etc. will be performed by the Master HOA. Master HOA shall perform all repairs related to bracket and banner installation and operation within 10 working days of written notice from the City. Prior to installation of banners, the banner mounting hardware must be approved by the City's Traffic Engineering Maintenance Section, in

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addition to certification and approval from the pole manufacturer as to the type of brackets, materials, mounting methods, size of banner and wind loading is required to maintain structural integrity of the poles and maintain any and all pole warranties and certifications. A certification letter stamped and signed by a registered Professional Engineer must be submitted to the Traffic Engineering Maintenance Section prior to approval for the banners.

3.14. Telecommunications Facilities. The Parties acknowledge that temporary and permanent Telecommunication Facilities are a necessary component to effective communication and will be necessary on the Property. The Parties agree that determining the appropriate location(s), number, and general appearance of Telecommunication Facilities as part of this Agreement will permit both the Master Developer and the City to appropriately plan the Community and will help minimize any potential conflicts or disputes that might arise in regard to permits for such facilities in the future. Therefore, the Parties agree that Telecommunication Facilities on the Property shall be subject to the following conditions:

(a) The Telecommunication Facilities must comply with Federal Communication Commission standards;

(b) Within one (1) year of the recordation of any Development Phase Final Map, Master Developer shall submit a Telecommunications Facilities Map for consideration and approval by the Planning Commission and City Council to indicate the location of Telecommunication Facilities.

The Telecommunication Facilities shall be located on the Property identified by the Telecommunication Facilities Map, subject to administrative review pursuant to the Code, unless otherwise indicated by the Design Guidelines, and in the case of facilities located on City-owned property, approval of lease from the City is required;

(c) The Telecommunications Facilities shall be architecturally compatible with the Design Guidelines and incorporate reasonable camouflaging/stealth techniques such as architecturally screened roof-mounted antennas or incorporation into flagpoles and the like;

(d) Master Developer shall use all reasonable efforts to ensure co-location of Telecommunication Facilities;

(e) Telecommunication Facilities shall not obstruct public safety communications and the usual and customary transmission of other communication services enjoyed by adjacent property owners;

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and

(f) Freestanding (stand alone) Telecommunications Facilities not located on City-owned property shall not be in excess of seventy (70) feet in height and shall not be located within one hundred (100) feet of any residential lot.

3.15 Right-Of-Way Agreements For Optical Fiber. City shall permit the installation of optical fiber conduit and optical fiber, together with all necessary appurtenances in all City rights-of-way within the Property upon the proper execution of Right-Of-Way Agreement between the Master Developer, or its designee, and the City.

Such Right-Of-Way Agreement shall include, at a minimum, the following provisions: a phasing plan for such improvements; any such improvements to be constructed within the City's right-of-way shall be indicated and approved on civil improvement plans; any such improvements shall not exceed 120 feet in length within the public right-of-way, unless otherwise approved by the Director of Public Works; payment by the Master Developer or its designee of an initial fee of $10,000.00 and a continuing annual fee of $5,000.00, payment of which is to commence upon the installation of the first instance of optical fiber within the optical fiber conduit, and on every anniversary of the first installation thereafter; Master Developer to notify the Director of Public Works in writing of the first instance of installation of optical fiber; and an annual payment by the Master Developer of $1.33 for each linear foot of conduit within the City's right-of-way, subject to annual adjustment based upon the Consumer Price Index, All Urban Consumers (CPI-U).

3.16. Blasting. Master Developer agrees to comply with all Code and City written policies as related to blasting.

3.17. Property Dedications to City. Except as provided in Section 7.05, any real property (and fixtures thereupon) transferred or dedicated to City or any other public entity shall be free and clear of any mortgages, deeds of trust, liens or encumbrances (except for any encumbrances that existed on the patent at the time it was delivered to Master Developer from the United States of America).

3.18. Anti-Moratorium. The Parties agree that no moratorium or future ordinance, resolution or other land use rule or regulation imposing a limitation on the construction, rate, timing or sequencing of the development of property including those that affect parcel or subdivision maps, building permits,

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occupancy permits or other entitlements to use land that are issued or granted by City shall apply to the development of the Community or portion thereof. Notwithstanding the foregoing, City may adopt ordinances, resolutions or rules or regulations that are necessary to:

(a) comply with any state or federal laws or regulations as provided by Section 2.04, above;

(b) alleviate or otherwise contain a legitimate, bona fide harmful and/or noxious use of the Property, in which event the ordinance shall contain the most minimal and least intrusive alternative possible, and shall not, in any event, be imposed arbitrarily; or

(c) maintain City's compliance with non-City and state sewerage, water system and utility regulations. However, the City as the provider of wastewater collection and treatment for this development shall make all reasonable best efforts to insure that the wastewater facilities are adequately sized and of the proper technology so as to avoid any sewage caused moratorium.

In the event of any such moratorium, future ordinance, resolution, rule or regulation, unless taken pursuant to the three exceptions contained above, Master Developer shall continue to be entitled to apply for and receive consideration of Entitlement Requests and other applications contemplated in Section 3 in accordance with the Applicable Rules.

3.19. Cooperation in Financing. City will execute and deliver within thirty (30) days of a written request from Master Developer, such documents as may be reasonably necessary to acknowledge that:

(a) City has no lien on the Property as a direct result of this Agreement, or disclosure of any City liens that exist; and

(b) City is not aware of a default of this Agreement by Master Developer or if it is in default of this Agreement, the specific ground(s) of default. Nothing herein shall be deemed to relieve Master Developer of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.

3.20. Franchise Agreements. City warrants that it has entered into franchise agreements with all of the public utility companies that provide adequate utility services to the Property, specifically, NV Energy, Century Link, Southwest Gas Corporation, and Cox Communications.

3.21. Commercial Development Standards and Design Guidelines. All commercial development within the community shall be subject to the commercial development standards and design

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guidelines pursuant to the C-2 zoning district of the UDC. All permissible uses shall refer to the zoning districts described in the table on page 2 of the Kyle Canyon Development Standards.

SECTION FOUR

MAINTENANCE OF THE COMMUNITY

4.01 Maintenance of Public and Common Areas.

(a) Master Community HOA. Master Developer agrees to organize a Master HOA to manage and maintain sidewalk, common landscape areas, any landscaping within the street rights-of-way including median islands, private drainage facilities located within common elements, including but not limited to, rip-rap lined channels and natural arroyos as determined by the Master Drainage Study or applicable Technical Drainage Studies, but excluding City dedicated public streets, curbs, gutters, streetlights upon City-dedicated public streets, City owned traffic control devices and traffic control signage and permanent flood control facilities as identified on the Regional Flood Control District Master Plan Update that are eligible for maintenance funding. The Master HOA shall be formed at the time of recordation of the first residential subdivision map, not including the Development Phase I Final Map.

(b) Maintenance Obligations of the Master HOA and Sub-HOAs. Except as provided in the Parks Agreement, the Master HOA and the Sub-HOAs (which hereinafter may be referred to collectively as the "HOAs") shall be responsible to maintain in good condition and repair all common areas that are transferred to them for repair and maintenance (the "Maintained Facilities"), including, but not limited to all developed and undeveloped sidewalks, private streets, private alleys, private drives, landscaped areas, parks and park facilities, trails, amenity zones, drainage facilities within Common Elements, sight visibility zones, and any landscaping in, on and around medians and public rights-of-way.

Master Developer acknowledges and agrees that common-interest communities will be created and governed by Declarations as such term is defined in NRS 116.037. Such Declarations will be recorded by Master Developer or Designated Builders as an encumbrance against the property to be governed by the appropriate HOA. In each case, the HOA shall have the power to assess the encumbered property to pay the cost of such maintenance and repair and to create and enforce liens in the event of the nonpayment of such assessments. Master Developer further agrees that such Declarations will contain a covenant running to the benefit of City, and enforceable by City, that such

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facilities will be maintained in good condition and repair. Such HOAs will be Nevada not-for-profit corporations with a board of directors elected by the subject owners, provided, however, that Master Developer may control the board of directors of such HOA for as long as permitted by applicable law.

(c) Such Declarations must be executed and recorded with the office of the Clark County Recorder, and shall include the following provisions, the form of which provisions is to be approved by the City:

(i) that the governing board of the HOA must have the power to maintain the Maintained Facilities;

(ii) that the plan described in Section 4.02 can only be materially amended by the HOA board with the written consent of City;

(iii) that the powers under the Declaration cannot be exercised in a manner that would defeat or materially and adversely affect the implementation of the Maintenance Plan; and

(iv) that in the event the HOA fails to maintain the Maintained Facilities in accordance with the provisions of the plan described in Section 4.02, City may exercise its rights under the Declaration, including the right of City to levy assessments on the property owners for costs incurred by City in maintaining the Maintained Facilities, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon. City shall have the right to review the Declaration for the sole purpose of determining its compliance with the provisions of this Section 4.

4.02 Maintenance Plan. For park and common areas, maintained by an HOA the Declaration pursuant to this Section 4 shall provide for a plan of maintenance that contains provisions that substantially conform to those set forth in Exhibit "F" of the Parks Agreement.

4.03 Release of Master Developer. Following Master Developer's creation of HOAs to maintain the Maintained Facilities, and approval of the maintenance plan with respect to each HOA, City will hold each HOA responsible for the maintenance of the Maintained Facilities in each particular development covered by each Declaration and Master Developer shall have no further liability in connection with the maintenance and operation of such particular Maintained Facilities. Notwithstanding the preceding sentence, Master Developer shall be responsible for the plants, trees, grass, irrigation

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systems, and any other botanicals or mechanical appurtenances related in any way to the Maintained Facilities pursuant to any and all express or implied warranties provided by Master Developer to the HOA under NRS Chapter 116.

4.04 City Maintenance Obligation Acknowledged. City acknowledges and agrees that all permanent flood control facilities as identified on the Regional Flood Control District Master Plan Update and eligible for maintenance funding and all City dedicated public streets (excluding any landscape within the right-of-way), associated curbs, gutters, City-owned traffic control devices, signage, those improvements identified with Drainage Studies for public maintenance, and streetlights upon City-dedicated public streets within the Community and accepted by the City will be maintained by City in good condition and repair at the City's sole cost and expense. Maintenance of the non-standard streetlights is governed by Section 3.13. City reserves the rights to modify existing sidewalks and the installation of sidewalk ramps and install or modify traffic control devices on common lots abutting public streets at the discretion of the Director of Public Works. Master Developer or Master HOA will maintain all temporary detention basins identified in the Master Drainage Study. The City agrees to cooperate with the Master Developer and will diligently work with the CCRFCD to obtain acceptance of all permanent drainage facilities.

SECTION FIVE

PUBLIC FACILITIES

5.01. Elementary, Middle and High School Acreage. Master Developer shall dedicate, at no cost to the CCSD, up to 74.34 acres total for a total of three school sites (one elementary, one middle, and one high school) as shown on the Master Land Use Plan. CCSD may elect to use the middle school site as an elementary school site. Master Developer further agrees to construct Master Utility Improvements and Off-Site Improvements including all underground school flasher infrastructure adjacent to the school parcels contemporaneous with the construction of adjacent Village Streets. Such improvements for each dedicated parcel shall be constructed by Master Developer on such schedule as agreed between Master Developer and the CCSD. Prior to obtaining a building permit for a residential dwelling unit within Development Phase 2, the Master Developer shall enter into a Memorandum of Understanding ("MOU") with the CCSD for dedication, off-sites and development of schools. The Master

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Developer and CCSD agree that discussions have commenced regarding the finalization of the MOU. Further, the Master Developer and CCSD expressly intend that the MOU shall be finalized and fully approved on or before a date which is six (6) months following the Effective Date of this Agreement ("Target MOU Date"). In the event the MOU is not finalized and fully approved by the Target MOU Date, either the Master Developer or CCSD may notify the other in writing that such date shall be automatically extended to the commencement date of Development Phase 2. City agrees that Master Developer has met its obligation in this Section if it offers the dedication to the CCSD with restrictions requiring:

(a) conformance with the Design Guidelines as agreed upon within the Memorandum of Understanding between the Master Developer and the CCSD;

(b) replacement of any Master Utility Improvements and Off-site Improvements or facilities installed by Master Developer damaged or removed by CCSD; and

(c) a recorded Memorandum of Understanding with the CCSD.

5.02. Fire Protection. Master Developer shall either (a) contribute $4,100,000.00 to the City for the sole purpose of construction of a Fire Station at the Fire Station Site or (b) construct a Fire Station within the Community at the Donated Fire Station Site, as further indicated by this Section. Master Developer and City shall agree, no later than two (2) years after the Effective Date of this Agreement, on whether Master Developer will make a Fire Station Contribution pursuant to Section 5.02(a) or build a Fire Station within the Community pursuant to Section 5.02(b).

(a) Payment Towards Construction of Fire Station. Master Developer will contribute $4,100,000.00 to the City for the sole purpose of construction of a Fire Station at the Fire Station Site by the earlier of June 30, 2019 or the Final Inspection of the 4,500th residential dwelling unit in the Community (the "Fire Station Contribution"). However, if by June 30, 2019 fewer than 2,100 residential dwelling units have received the Final Inspection, the Fire Station Contribution will be delayed, and at that time, the City Manager and Master Developer will mutually agree, in writing, on a future Fire Station Contribution date.

If the Final Inspection has not been issued for any residential dwelling unit prior to June 30, 2019, the Master Developer will have no obligation to make the Fire Station Contribution at that time. Upon the

issuance of the first Final Inspection after June 30, 2019, the City and Master Developer will mutually agree on a future Fire Station Contribution date.

In any instance, if the City and Master Developer are unable to mutually agree to a future Fire Station Contribution date, the City Council may, after a hearing, withhold the issuance of residential dwelling unit or commercial building permits within the Community. City shall provide Master Developer written notice at least fifteen (15) days prior to such hearing.

Master Developer agrees to provide all Master Utility Improvements and Off-Site Improvements to the Fire Station Site prior to the date of the Fire Station Contribution. The City agrees to construct and operate the Fire Station within 24-months after the date of the Fire Station Contribution.

(b) Construction of Fire Station within the Community. Master Developer shall construct a three-bay drive-through Fire Station in accordance with design, construction and program criteria to be provided by the City upon the request of the Master Developer. This criteria and the basis of design shall generally conform to the design of City of Las Vegas Fire Station 108. The Fire Station shall, at a minimum, be constructed to include the following:

(i) A minimum gross floor area of 10,700 square feet;

(ii) Three bays which must adequately enclose the fire apparatus; and

(iii) The Fire Station must be certified as LEED Silver by the U.S. Green Building Council for Building Design and Construction.

The Master Developer shall meet with City prior to commencing the design of the Fire Station and shall submit building plans and specifications at the 50%, 90% and 100% plan set level for review and final approval by the City.

Master Developer shall commence construction of the Fire Station within the Community by the earlier of June 30, 2019 or the Final Inspection of the 4,500 residential dwelling unit in the Community. However, if by June 30, 2019 fewer than 2,100 residential dwelling units have received the Final Inspection, the construction of the Fire Station will be delayed and at that time, the City and Master Developer will mutually agree on a future commencement date for the construction of the Fire Station. The Fire Station shall be completed within two (2) years after the commencement date.

If the Final Inspection has not been issued for any residential dwelling units prior to June 30, 2019, the

Master Developer will have no obligation to build the Fire Station at that time. Upon the issuance of the first Final Inspection after June 30, 2019, the City and Master Developer will mutually agree on a future Fire Station commencement date.

In any instance, if the City and Master Developer are unable to mutually agree to a future Fire Station commencement date, the City Council may, after a hearing, withhold the issuance of residential dwelling unit or commercial building permits within the Community. City shall provide Master Developer written notice at least fifteen (15) days prior to such hearing.

Master Developer agrees to provide all Master Utility Improvements and Off-Site Improvements adjacent to the Fire Station Site in addition to the construction of the Fire Station. City agrees to operate the Fire Station within ninety (90) days after the dedication of the Fire Station to the City.

(c) Fire Station Location. The Master Land Use Plan currently depicts a public facility land use category for the proposed Fire Station Site within the Community. If the Fire Station is constructed at an alternative location approved by the City within the Community or the Fire Station is constructed outside the Community, then Parcel 2.34 shall revert to the adjacent Residential "Low" Master Land Use Plan category or the land use category designated for Parcel 2.11 at the time of the reversion that is compatible and harmonious to the area.

5.03. Regional Transportation Center.

(a) Dedication of a Transit Center Site. Master Developer shall, at no cost to City or the RTC, dedicate up to two and one-half (2.5) gross acres of land to serve as a transit hub and transfer point for various bus routes. Such dedication shall be subject to a restriction that requires the RTC to allow, at no cost, at least one-half (1/2) acre of the RTC parcel to be used for parking facilities that serve both the RTC parcel and the Property. Master Developer shall construct Standard Improvements adjacent to the RTC parcel contemporaneous with the construction of adjacent Village Streets. The Transit Center shall be in the location shown on the Master Land Use Plan or in such alternate location approved by Master Developer, City and the RTC. So long as the alternative location is within the Blended Land Use district, an amendment to the Master Land Use Plan shall not be required. Master Developer is under no obligation to dedicate any land to the RTC other than as required herein.

(b) Design of the Regional Transportation Center. RTC shall design the Transit Center in

accordance with the Design Guidelines, subject to the approval of Master Developer and City.

5.04 Police Services. Designated Builders shall pay City $218 per residential unit for use in the construction of a Metro substation to serve the Community and the surrounding area. Such payment shall be made concurrent with the building permit issued for each residential unit. City and Metro agree that all residential unit fees collected from development in the Community for a Metro substation shall be used the for construction of a Metro substation that is no more than one mile from the Community and shall be constructed and operating within one year from the completion of the Community.

SECTION SIX

OPEN SPACE, PARKS, TRAILS AND RECREATION FACILITIES

6.01. Parks Agreement. There exists a Parks Agreement describing the Parties' responsibilities regarding the design, construction, ownership and maintenance responsibilities for the open space, parks, trails and other recreation amenities to be provided by Master Developer. Such agreement is attached hereto as Exhibit "D" and incorporated fully herein. The Parties acknowledge that the Parks Agreement is a vital and integral part of this Agreement, and this Agreement would not have otherwise been approved and executed without the prior approval of the Parks Agreement by the City Council.

SECTION SEVEN

PROJECT INFRASTRUCTURE IMPROVEMENTS

7.01. Conformance to Master Studies. Master Developer agrees to construct and dedicate to City or other governmental or quasi-governmental entity or appropriate utility company, all infrastructure necessary for the development of the Community as required by the Master Studies and this Agreement.

7.02. Acquisition of Rights-of-Way and Easements. City acknowledges that certain rights-of-way and easements outside the boundaries of the Property may be necessary for the construction of the necessary infrastructure improvements. City shall assist the Master Developer in obtaining the necessary rights-of-way, easements or other interests not owned by Master Developer necessary to construct the necessary infrastructure improvements. With regard to any necessary roadways and/or necessary drainage corridors that are proposed to abut or cross BLM lands, Master Developer shall submit all required documentation to City to enable City to acquire the necessary rights from the BLM. City will accept and initiate processing these applications through the BLM upon submittal of the Master Studies

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and will diligently pursue approval of the applications in a timely manner. In the event any required rights-of-way, easements or other interests cannot be obtained, City may allow a modification of the appropriate approved Master Study to permit development of the Community without such right-of-way, easements or other interest. Master Developer acknowledges and accepts: 1) that prior to BLM grant acceptance by the City for any right-of-way, easement or other interest on behalf of the Master Developer, that the Master Developer shall submit for approval all relevant construction drawings for any off-site improvements required by this Agreement and any of the Master Studies for the property that is the subject of the BLM grant, and the construction of such improvements shall secured by an off-site improvement agreement pursuant to the provisions of the UDC; 2) that there can be placed upon BLM grants by the BLM certain stipulations for which the Master Developer shall be fiscally responsible; 3) that the Master Developer shall indemnify the City, and pay, within a reasonable time, any costs associated with the stipulations, or penalties or fines associated with the violation of such stipulations; and 4) that these requirements for indemnification and payment of costs are included within the necessary off-site improvement agreements for such improvements.

7.03. Water Supply. The Parties acknowledge that City currently has no role in the allocation of water to customers of the Las Vegas Valley Water District. If, however, City assumes any role in water allocation during the term of this Agreement, City agrees it will endeavor to allocate or cause to be allocated to the Community water in order that the development of the Community will continue uninterrupted. City and Master Developer will cooperate with the Las Vegas Valley Water District in granting over their respective properties reasonable easements or right-of-ways either On-Property or Off-Property necessary for the installation of water facilities to serve the development. Master Developer agrees to execute all Affidavits of Waiver and Consent forms required by City in order for water laterals and mains to be a part of any proposed special improvement districts.

7.04 Sanitary Sewer.

(a) Design and Construction of Sanitary Sewer Facilities Shall Conform to the Master Sanitary Sewer Study. Master Developer shall design and construct all sanitary sewer main facilities that are identified as Master Developer's responsibility in the Master Sanitary Sewer Study. Master Developer acknowledges and agrees that this obligation shall not be delegated to, transferred to or completed by any Designated Builder.

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(b) Off-Site Sewer Capacity. The Master Developer and the City have analyzed the effect of the build out of the Community on off-site sewer pipelines. The Master Developer agrees to install parallel sewer lines as indicated in the letter report by Slater Hanifan Group dated May 23, 2011 and included in Exhibit "H". The construction of off-site sewer pipelines will be performed at the percentage build out shown in this analysis. Master Developer and the City agree that the analysis may need to be revised as exact development patterns in the Community become known. All future offsite sewer analysis for the Community will consider a pipe to be at full capacity if it reaches a d/D ratio of 0.90 or greater. The sizing of new off-site sewer pipe will be based on peak dry-weather flow d/D ratio of 0.60 for pipes larger than 15 inches diameter.

7.05 Traffic Improvements.

(a) Obligation to Construct Village Streets solely on Master Developer. Master Developer is obligated to, and shall design and construct all Village Streets subject to Section 7.04 (b), as indicated in the Master Traffic Study. Master Developer acknowledges and agrees that this obligation shall not be delegated to, transferred to or completed by any Designated Builder.

(b) Traffic Signal Improvements. Master Developer or Designated Builders shall comply with Ordinance 5644 (Bill 2003-94), as amended from time to time by the City. The City, pursuant to Ordinance 5644, will construct the traffic signals identified in the Master Traffic Study when traffic signal warrants are sufficiently met in the opinion of the City Traffic Engineer.

(c) Updates. If required by the Director of Public Works, Master Developer or a Designated Builder shall submit and receive conditional approval of an update of the Master Traffic Study or a Designated Builder site specific traffic impact analysis prior to the approval of the following land use applications: tentative map (residential or commercial); site development plan review (multi-family or commercial); parcel map; or special use permit, but only if the applications propose land use, density, or entrances that substantially deviate from the approved Master Study or the development differs substantially in the opinion of the City Traffic Engineer from the assumptions of the approved Master Traffic Study . Additional public right-of-way may be required to accommodate such changes.

(d) Construction Phasing. Master Developer shall submit a phasing plan and estimated sequence for all required On-Property and Off-Property street improvements as a part of the Master Traffic Study. City and Master Developer agree the phasing plan is fluid and is dictated by development.

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Accordingly, the phasing plan may be modified based on the proposed development in the Community.

(e) Kyle Canyon Engineered Details. Design Guidelines shall include engineered details for each public street type, private street type, alley type, trail type, sidewalk type, path type or other roadways or pedestrian travel paths that differ from the City's Standard Drawings for the City's review and approval.

(f) Timing of Subdivision Improvements. Civil improvement plans for construction upon a Designated Builder Parcel may be submitted to Public Works after all of the following have occurred:

(i) conditional approval or concurrent with second submittal of a Technical Drainage Study for a Designated Builder Parcel;

(ii) if required by the Public Works Director, approval or concurrent with second submittal of a traffic study for a Designated Builder Parcel;

(iii) approval of a tentative map or site development plan review for the Designated Builder Parcel, as applicable; and

(iv) submittal upon receipt of first review for the master infrastructure of the civil improvement plans to the City for the surrounding master infrastructure.

Surrounding master infrastructure civil improvement plans for infrastructure that required to provide service to the builder parcel must be approved prior to or concurrent with approval of civil improvement plans for the Designated Builder Parcel. Infrastructure that is adjacent to but not utilized by the builder parcel shall be required in compliance with Section 3.03(c).

(g) School Flashers. The installation of school flashers' foundations, poles, and underground infrastructure in front of any schools is the responsibility of the Master Developer. The school flasher equipment shall be provided and installed by CCSD.

7.06 Sheep Mountain Parkway. Currently, the Property is encumbered by an irrevocable BLM Right-of-Way grant in favor of the City for the proposed Sheep Mountain Parkway as depicted on Exhibit "I" (the "Existing ROW"). The City has planned the future Sheep Mountain Parkway that will allow the right-of-way to be modified from its current footprint, as depicted on Exhibit "J". In exchange for a negotiated reduction in the Sheep Mountain Parkway footprint, the Master Developer shall construct permanent detention basins along the Puli Road alignment in accordance with the Master Studies and the approval of the Public Works Director. The City will receive a cost benefit of approximately $7,000,000 of

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future construction costs through the construction of a permanent detention basin upstream of the Sheep Mountain Parkway Flood Control Facilities. Attached as Exhibit "K" is a memorandum for the estimate of probable cost between interim detention basin removal and the permanent detention basins. The Master Developer shall not file and the City shall not accept any applications from the Master Developer for land use entitlements or mapping actions for any Property which are or would be encumbered by BLM N-77772. However, if the Master Developer dedicates the entire Existing ROW to the City along with the additional property depicted in Exhibit "J" to accommodate the planned Sheep Mountain Parkway, then the Vacation (VAC-42250) that was approved by the City Council (11/16/2011) can be recorded. Upon the dedication of the property indicated above and the recordation of Vacation (VAC-42250), the City may accept applications from the Master Developer for land use entitlements or mapping actions for any portion of the Property that had been, or would have been encumbered by BLM N-77772. The Master Developer agrees to dedicate an additional 4.3 acres of Property to the City prior to or concurrent with the recordation of the order of vacation in conformance with Exhibit "J" that is not encumbered by the City's BLM grant N-77772. The City will follow the Applicable Rules for any property proposed for Sheep Mountain Parkway that is to be vacated.

7.07 Other Roadway Improvements.

(a) Kyle Canyon Interchange. Master Developer will contribute $1,000,000 to the City for the design, construction or reimbursement to City (if the interchange is constructed) of the Kyle Canyon Road – US 95 interchange three years after the issuance of the first Final Inspection for a residential home within the Community. Master Developer will make a second $1,000,000 contribution to the City one year after the first contribution. However, if 1000 residential units have not been constructed within three years of the first residential home Final Inspection approval, the Master Developer and the City shall mutually agree on an extension of the first contribution. At the City's discretion, the City may use the Master Developer's contribution for design of Kyle Canyon Road/US 95 Interchange for the design, right-of-way acquisition or construction of the following projects:

1) Kyle Canyon Interchange at US95.

2) Shaumber Road – Centennial to Ann.

3) Puli Road – Grand Teton to Ann.

4) Oso Blanca Road – Kyle Canyon Road to Tee Pee.

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5) Skypoint Road – Hualapai to Log Cabin.

6) Alpine Ridge – Iron Mountain to Kyle Canyon.

7) Hualapai – Oso Blanca to G.E.D. site boundary.

8) Hualapai – Centennial to Grand Teton.

City shall petition the Regional Transportation Commission to place the Kyle Canyon Road Interchange on the capital projects list for the year 2026.

(b) Hualapai Interchange.

City and Master Developer agree to cooperate and work in good faith to request that Clark County and RTC prioritize construction of appropriate improvements to the Hualapai/215 interchange and obtain any available Federal, State, RTC or Clark County funding for such construction.

7.08 NDOT Right-of-Way. Currently, a portion of the Property east of US 95 is encumbered by a Nevada Department of Transportation ("NDOT") easement for right-of-way as depicted on the Master Land Use Plan attached as Exhibit "F" ("NDOT Easement"). The Master Developer shall not file and the City shall not accept any applications from the Master Developer for land use entitlements or mapping actions for any portion of the Property encumbered by the NDOT Easement. However, if NDOT agrees to relinquish its NDOT Easement, then that portion of the Property may be developed in accordance with the land use category shown on the Master Land Use Plan. Upon the relinquishment of the NDOT Easement on the Property, the City may accept applications from the Master Developer for land use entitlements or mapping actions for any portion of the Property that had been encumbered by the NDOT Easement.

7.09 Flood Control.

(a) Obligation to Construct Flood Control Facilities solely on Master Developer. Master Developer shall design and construct flood control facilities that are identified as Master Developer's responsibility in the Master Drainage Study. Master Developer acknowledges and agrees that this obligation shall not be delegated to, transferred to or completed by any Designated Builder.

(b) Other Governmental Approvals. The Clark County Regional Flood Control District, the Nevada Department of Transportation and any other state or federal agencies, as required, shall approve the Master Drainage Study prior to final approval from City. Clark County Department of Public Works shall receive a copy of the Master Drainage Study and shall have the opportunity to comment.

(c) Updates. The Director of Public Works may require an update to the Master Drainage

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Study or Master Technical Study as a condition of approval of the following land use applications: tentative map, residential or commercial; site development plan review, multifamily or commercial; or parcel map if those applications are not in substantial conformance with the approved Master Land Use Plan or Master Drainage Study. The update must be approved prior to the approval of any construction drawings and the issuance of any final grading permits. An update to the exhibit in the approved Master Drainage Study depicting proposed development phasing in accordance with the Development Agreement shall be submitted for approval by the Flood Control Section.

(d) Regional Flood Control Facility Construction by Master Developer. The Master Developer agrees to design and substantially complete the Clark County Regional Flood Control District facilities as defined in the Master Drainage Study pursuant to an amendment to the Regional Flood Control District 2008 Master Plan Update prior to the final inspection of the first unit within each area protected by the appropriate drainage facility.

Currently, a portion of Parcel 5.06, as depicted on the Master Land Use Plan attached as Exhibit "F", is reserved by City for future flood control needs in addition to Parcels 5.07 and 5.08. The Master Developer shall not file and the City shall not accept any applications from the Master Developer for land use entitlements or mapping actions for that portion of Parcel 5.06 reserved by City for future flood control needs. However, if City agrees that all or a portion of the reserved Property on Parcel 5.06 is not necessary for the City's flood control measures, then upon City's written notification to Master Developer of its release of any portion of Parcel 5.06 that is not needed for the City's flood control measures, said portion of Parcel 5.06 may be developed in accordance with the land use category shown on the Master Land Use Plan. Upon the City's release of its reservation of that portion of Parcel 5.06, the City may accept applications from the Master Developer for land use entitlements or mapping actions for that portion of the Property that had been reserved by the City for flood control.

If required by the Master Drainage Study or technical drainage studies, the above facilities or portions thereof shall be constructed prior to issuance of any building permits for affected downstream units or alternate flood protection or mitigation acceptable to City must be provided.

(e) Construction Phasing. Master Developer shall submit a phasing and sequencing plan for all drainage improvements within the Community as a part of the Master Drainage Study. The phasing plan and schedule must clearly identify drainage facilities (interim or permanent) necessary prior to

permitting any downstream units for construction.

SECTION EIGHT

SPECIAL IMPROVEMENT DISTRICT

8.01 Special Improvement District. City agrees to consider and, if appropriate, process and facilitate, with due diligence, any applications made by Master Developer for the creation of a special improvement district. If a request to create a special improvement district is made by Master Developer, the Parties agree to utilize the City's Master Developer Special Improvement District Guidelines, which are attached hereto at Exhibit "E." City shall cooperate with the Master Developer to include all eligible projects for a special improvement district. The Parties agree that nothing contained in this Section or elsewhere in this Agreement constitutes in any way a pre-approval or authorization of any such special improvement district and any special improvement district must be processed and approved pursuant to State law and the Applicable Rules.

SECTION NINE

REVIEW OF DEVELOPMENT

9.01 Frequency of Reviews. As provided by NRS Chapter 278, Master Developer shall appear before the City Council to review the development of the Community. The Parties agree that the first review occur no later than twenty-four (24) months after the Effective Date of this Agreement, and again every twenty-four (24) months on the anniversary date of that first review thereafter, or as otherwise requested by City upon fourteen (14) days written notice to Master Developer. For any such review, Master Developer shall provide, and City shall review, a report submitted by Master Developer documenting the extent of Master Developer's and City's material compliance with the terms of this Agreement during the preceding period.

The report shall contain information regarding the progress of development within the Community, including, without limitation:

(a) data showing the total number of residential units built and approved on the date of the report;

(b) specific densities within each subdivision and within the Community as a whole; and

(c) the status of development within the Community and the anticipated phases of

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development for the next calendar year.

In the event Master Developer fails to submit such a report within thirty (30) days following written notice from City that the deadline for such a report has passed, Master Developer shall be in default of this provision and City shall prepare such a report and conduct the required review in such form and manner as City may determine in its sole discretion. City shall charge Master Developer for its reasonable expenses, fees and costs incurred in conducting such review and preparing such report. If at the time of review an issue not previously identified in writing is required to be addressed, the review at the request of either party may be continued to afford reasonable time for response

9.02 Opportunity to be heard. The report required by this Section shall be considered solely by the City Council. Master Developer shall be permitted an opportunity to be heard orally and in writing before the City Council regarding performance of the Parties under this Agreement. The Director of the Department of Planning may, in their discretion, provide copies of the report to members of City's Planning Commission for their information and use.

9.03 Action by the City Council. At the conclusion of the public hearing on the review, the City Council may take any action permitted by NRS 278.0205 and/or this Agreement.

SECTION TEN

DEFAULT

10.01 Opportunity to Cure; Default. In the event of any noncompliance with any provision of this Agreement, the Party alleging such noncompliance shall deliver to the other by certified mail a ten (10) day notice of default and opportunity to cure. The time of notice shall be measured from the date of receipt of the certified mailing. The notice of noncompliance shall specify the nature of the alleged noncompliance and the manner in which it may be satisfactorily corrected, during which ten (10) day period the party alleged to be in noncompliance shall not be considered in default for the purposes of termination or institution of legal proceedings.

If the noncompliance cannot reasonably be cured within the ten (10) day cure period, the non-compliant Party may timely cure the noncompliance for purposes of this Section 10 if it commences the appropriate remedial action with the ten (10) day cure period and thereafter diligently prosecutes such action to completion within a period of time acceptable to the non-breaching Party. If no agreement between the Parties is reached regarding the appropriate timeframe for remedial action, the cure period

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shall not be longer than thirty (30) days from the date the ten (10) day notice of noncompliance and opportunity to cure was mailed to the non-compliant Party.

If the noncompliance is corrected, then no default shall exist and the noticing Party shall take no further action. If the noncompliance is not corrected within the relevant cure period, the non-complaint Party is in default, and the Party alleging non-compliance may declare the breaching Party in default and elect any one or more of the following courses.

(a) Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged noncompliance, the party alleging the default may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend or terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the City Council.

(b) Amendment or Termination by City. Following consideration of the evidence presented before the City Council and a finding that a default has occurred by Master Developer and remains uncorrected, City may amend or terminate this Agreement. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Master Developer, as determined under the Applicable Rules, existing or received as of the date of the termination. Master Developer shall have twenty-five (25) days after receipt of written notice of termination to institute legal action pursuant to this Section to determine whether a default existed and whether City was entitled to terminate this Agreement.

(c) Termination by Master Developer. In the event City substantially defaults under this Agreement, Master Developer shall have the right to terminate this Agreement after the hearing set forth in this Section. Master Developer shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of City's obligations by pursuing an action pursuant to Section 10.03.

10.02. Unavoidable Delay; Extension of Time. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, or acts of God. If written notice of any such delay is given to one Party or the other within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by the party in receipt of the notice within thirty (30) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between City and

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Master Developer. Any such extensions of time shall have no effect upon the timing of and the conclusions reached in the reviews to be conducted pursuant to Section 9 above.

10.03. Limitation on Monetary Damages. City and the Master Developer agree that they would not have entered into this Agreement if either were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, City and Master Developer may pursue any course of action at law or in equity available for breach of contract, except that neither Party shall be liable to the other or to any other person for any monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement.

10.04. Venue. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eight Judicial District Court, County of Clark, State of Nevada or the United States District Court, District of Nevada.

10.05. Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

10.06. Applicable Laws; Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

SECTION ELEVEN

GENERAL PROVISIONS

11.01. Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire on the twentieth (20th) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. City agrees that the Master Developer shall have the right to request extension of the Term of this Agreement for an additional five (5) years upon the following conditions:

(a) Master Developer provides written notice of such extension to City at least one hundred-eighty (180) days prior to the expiration of the original Term of this Agreement;

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(b) Master Developer is not in default of this Agreement; and

(c) Master Developer and City enter into an amendment to this Agreement memorializing the extension of the Term.

11.02. Assignment.

The Parties acknowledge that the intent of this Agreement is that there is a Master Developer responsible for all of the obligations in this Agreement throughout the Term of this Agreement.

(a) At any time during the Term, Master Developer and its successors-in-interest shall have the right to sell, assign or transfer all of its rights, title and interests to this Agreement (a "Transfer") to any person or entity (a "Transferee"). Except in regard to Transfers to Pre-Approved Transferees (which does not require any consent by the City as provided in Section 11.02(b) below), prior to consummating any Transfer, Master Developer shall obtain from the City written consent to the Transfer as provided for in this Section 11, which consent shall not be unreasonably withheld, delayed or conditioned. Master Developer's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City to consider and respond to Master Developer's request. Master Developer shall provide information to the City that Transferee, its employees, consultants and agents (collectively "Transferee Team") has: (i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Master Developer's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's approval and the full execution of an Assignment and Assumption Agreement by City, Master Developer and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for all of the obligations in this Agreement.

(b) Pre-Approved Transferees. Notwithstanding anything in this Agreement to the contrary, the following Transferees constitute "Pre-Approved Transferees," for which no City consent shall be required provided that such Pre-Approved Transferees shall assume in writing all obligations of the Master Developer hereunder by way of an Assignment and Assumption Agreement. The Assignment and Assumption Agreement shall be approved by the City Manager, whose approval shall not be

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unreasonably withheld, delayed or conditioned. The Assignment and Assumption Agreement shall be executed by the Master Developer and Pre-Approved Transferee and acknowledged by the City Manager. The Pre-Approved Transferee shall thenceforth be deemed to be the Master Developer and be responsible for all of the obligations in this Agreement.

1) An entity owned or controlled by Master Developer or its Affiliates;

2) Any Investment Firm that does not plan to develop the Property. If Investment Firm desires to: (i) develop the Property, or (ii) Transfer the Property to a subsequent Transferee that intends to develop the Property, the Investment Firm shall obtain from the City written consent to: (i) commence development, or (ii) Transfer the Property to a subsequent Transferee that intends to develop the Property, which consent shall not be unreasonably withheld, delayed or conditioned. Investment Firm's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City Council consider. Investment Firm shall provide information to the City that Investment Firm or Transferee and their employees, consultants and agents (collectively "Investment Firm Team" and "Transferee Team", respectively) that intends to develop the Property has: (i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Investment Firm's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's approval and full execution of an Assignment and Assumption Agreement by City, Investment Firm and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for the all of the obligations in this Agreement.

(c) In Connection with Financing Transactions. Master Developer has full and sole discretion and authority to encumber the Property or portions thereof, or any improvements thereon, in connection with financing transactions, without limitation to the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom, and may enter into such transactions at any time and from time to time without permission of or notice to City. All such financing transactions shall be subject to the terms and conditions of this Agreement.

11.03. Sale or Other Transfer Not to Relieve the Master Developer of its Obligation. Except as

expressly provided herein in this Section 11, no sale or other transfer of the Property or any subdivided development parcel shall relieve Master Developer of its obligations hereunder, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such purchaser shall be deemed to be the Master Developer hereunder. This Section shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.

11.04 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, the Master Developer shall hold City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Master Developer or those of its contractors, subcontractors, agents, employees, or other persons acting on Master Developer's behalf which relate to the development of the Community. Master Developer agrees to and shall defend City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Master Developer's activities in connection with the development of the Community. Master Developer and City agree to equally pay all costs and attorneys fees for a defense in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity of this Agreement, except for a defense in any legal action related to waiver of proximity restrictions specified in the UDC between Alcohol Related Uses and other Alcohol Related Uses and between Alcohol Related Uses and parks and/or schools. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of City, its officers, agent, employees, or representatives. This section shall survive any termination of this Agreement.

11.05. Binding Effect of Agreement. Subject to Section 11.02, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties' respective assigns and successors-in-interest and the property which is the subject of this Agreement.

11.06 Relationship of Parties. It is understood that the contractual relationship between City and Master Developer is such that Master Developer is not an agent of City for any purpose and City is not an agent of Master Developer for any capacity.

11.07 Counterparts. This Agreement may be executed at different times and in multiple

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counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect to any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Delivery of a counterpart by facsimile or portable document format (pdf) through electronic mail transmission shall be as binding an execution and delivery of this Agreement by such Party as if the Party had delivered an actual physical original of this Agreement with an ink signature from such Party. Any Party delivering by facsimile or electronic mail transmission shall promptly thereafter deliver an executed counterpart original hereof to the other Party.

11.08 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing. Delivery may be accomplished in person, by certified mail (postage prepaid return receipt requested), or via electronic mail transmission. Mail notices shall be addressed as follows:

To City:	City of Las Vegas 495 South Main Street Las Vegas, Nevada 89101 Attention: City Manager Attention: Director of the Department of Planning
To Master Developer:	KAG Property, LLC c/o R. Brett Goett, Esq. 7001 N. Scottsdale Road, Ste. 1040 Scottsdale, AZ 85253
To Development Manager:	Ninety Five Management, LLC 11411 Southern Highlands Pkwy., Suite 300 Las Vegas, NV 89141
Copy to:	Robert Gronauer Kaempfer Crowell 8345 W. Sunset Rd., Suite 250 Las Vegas, Nevada 89113

Either Party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date

delivery of mail is first attempted.

11.09 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all of any part of the subject matter hereof.

11.10 Waivers. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate officers of Master Developer or approved by the City Council, as the case may be.

11.11 Recording; Amendments. Promptly after execution hereof, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of City and Master Developer in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon completion of the performance of this Agreement, a statement evidencing said completion, shall be signed by the appropriate officers of the City and Master Developer and shall be recorded in the Official Records of Clark County, Nevada. A revocation or termination shall be signed by the appropriate officers of the City or Master Developer and shall be recorded in the Official Records of Clark County, Nevada.

11.12 Headings; Exhibits; Cross References. The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein by the references contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

11.13 Release. Each residential lot shown on a recorded Subdivision Map within the Community shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of a building permit for the construction of a residence thereon.

11.14 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the Parties' ability to consummate

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the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the Parties.

11.15 Exercise of Discretion. Wherever a Party to this Agreement has discretion to make a decision, it shall be required that such discretion be exercised reasonably unless otherwise explicitly provided in the particular instance that such decision may be made in the Party's "sole" or "absolute" discretion or where otherwise allowed by applicable law..

11.16 No Third Party Beneficiary. This Agreement is intended to be for the exclusive benefit of the Parties hereto and their permitted assignees. No third party beneficiary to this Agreement is contemplated and none shall be construed or inferred from the terms hereof. In particular, no person purchasing or acquiring title to land within the Community or residing in the Community shall, as a result of such purchase, acquisition or residence, have any right to enforce any obligation of Master Developer or City nor any right or cause of action for any alleged breach of any obligation hereunder by either party hereto.

11.17 Gender Neutral. In this Agreement (unless the context requires otherwise), the masculine, feminine and neutral genders and the singular and the plural include one another.

[Signatures on following pages]

In Witness Whereof, this Agreement has been executed by the Parties on the day and year first above written.

CITY:

CITY COUNCIL, CITY OF LAS VEGAS

By: _____
Mayor

Approved as to Form:

_____
Deputy City Attorney

Attest:

City Clerk

By: _____
Beverly Bridges, City Clerk

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MASTER DEVELOPER

KAG PROPERTY, LLC

By: _____

Name: _____

Title: _____

SUBSCRIBED AND SWORN TO before me

on this _____ day of _____,

2015.

_____

Notary Public in and for said County and State

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EXHIBIT A

TO SKYE CANYON DEVELOPMENT AGREEMENT

PROPERTY DESCRIPTION

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Assessors Parcel Number	Acres		
125-06-101-001	5.00		
125-06-501-001	310.95		
125-06-301-002	3.12		
125-06-401-006	0.46		
125-06-701-001	238.14		
125-06-301-001	3.24		
125-06-401-001	42.77		
125-06-401-005	0.06		
125-07-101-005	11.57		
125-07-101-007	63.39		
125-07-201-001	38.16		
125-07-201-003	37.51		
125-07-501-006	0.99		
125-07-101-004	0.13		
125-07-501-005	29.78		
125-07-602-001	3.19		
125-07-602-003	1.55		
125-07-602-004	5.02		
125-07-602-005	31.12		
125-07-310-002	37.99		
125-07-410-002	33.61		
125-07-410-003	0.85		
126-12-000-001	665.44		
125-07-410-001	40.9		
125-07-310-001	35.28		
ROW	15.02		
Horse (OR:20141124:03400)	3.25		
Hualapai (OR:20141124:03399)	3.46		
	1661.95	APN acreage	
	1663.13	surveyed acreage	

EXHIBIT B

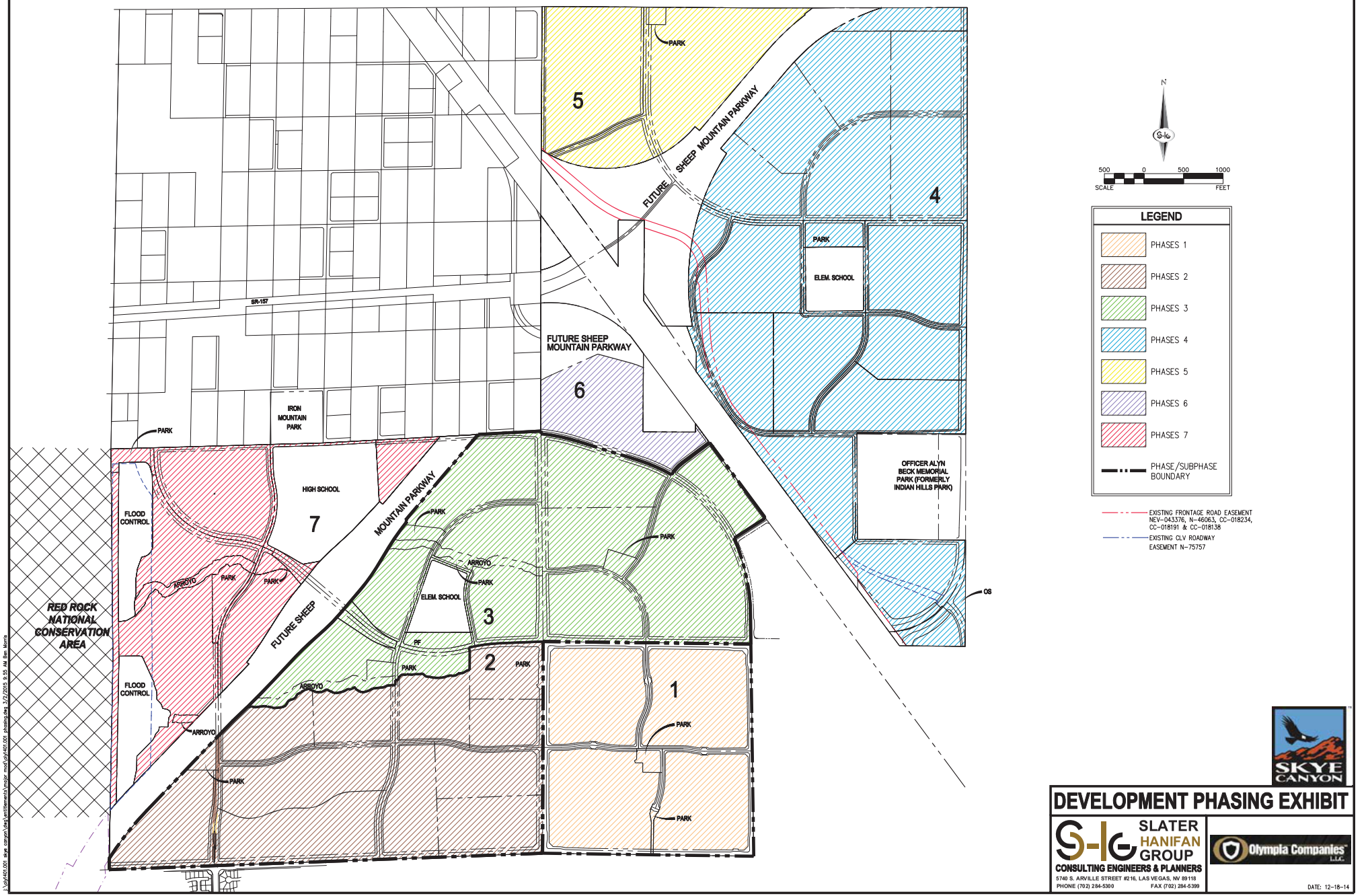
TO SKYE CANYON DEVELOPMENT AGREEMENT

PHASING MAP

(MAP FOLLOWS THIS PAGE)

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SKYE CANYON

DEVELOPMENT PHASING EXHIBIT

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

Olympia Companies LLC

DATE: 12-18-14

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EXHIBIT C

TO SKYE CANYON DEVELOPMENT AGREEMENT

DEVELOPEMENT IMPACT NOTICE AND ASSESSMENT

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DEPARTMENT OF PLANNING

DEVELOPMENT IMPACT NOTICE AND ASSESSMENT (DINA)
PROJECT OF REGIONAL SIGNIFICANCE (PRS)

Pursuant to Las Vegas Municipal Code (LVMC) Section 19.16.010(E) and Ordinance No. 5477 (May 1, 2002), the City of Las Vegas has determined that your project is subject to a Development Impact Notice and Assessment (DINA) and/or meets the criteria for a Project of Regional Significance as established by the Southern Nevada Regional Policy Plan.

Applicant Information

The following Environmental Impact Assessment is being submitted for consideration for the proposed project known as SKYE CANYON, located at US 95 & Horse (aka Skye Canyon Park Drive).

This document is being prepared by:

Company Name:	Ninety Five Management, LLC a Nevada limited liability company in its capacity as authorized Manager of KAG Property, LLC a Delaware limited liability company
Address:	11411 Southern Highlands Pkwy #300 Las Vegas, NV 89141

Contact Person:

Name:	Marc A Bolduc
Title:	Senior Vice President
Telephone:	702-220-6565
Fax:	702-220-6566
E-mail:	mbolduc@olympiacompanies.com

I certify that the statements made by me on this Environmental Impact Assessment represent my best professional judgment and are, to the best of my knowledge, true and complete and correct.

I understand that any misrepresentation or material omission of fact on this document may be considered as constituting grounds for an incomplete application and may uphold processing of the application until complete information is provided.

Signature: _____ Date: _____

Name: Marc A. Bolduc
Title: Senior Vice President

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CITY OF LAS VEGAS

DEVELOPMENTAL IMPACT NOTICE AND ASSESSMENT (DINA)

PROJECT OF REGIONAL SIGNIFICANCE (PRS)

1 Project Description

Project Name:	Skye Canyon
APN #:	125-07-101-004, 125-07-501-005, 125-07-602-001, 125-07-602-003, 125-07-602-004, 125-07-602-005, 125-06-301-002, 125-06-401-006, 125-06-701-001, 125-06-301-001, 125-06-401-001, 125-07-301-001, 125-07-301-002, 125-07-401-001, 125-07-401-002, 125-06-401-005, 125-07-101-005, 125-07-101-007, 125-07-201-001, 125-07-201-003, 125-07-501-006, 125-06-101-001, 125-06-501-001, 126-12-000-001
Project location:	West & East of US 95 at Horse and Kyle Canyon interchanges

General Plan Designation:

Current:	TND	Proposed:	TND

Zoning:

Current:	ZON 20543	Proposed:	

Project Details (complete all that apply):

Gross Site Acreage:	1661.95

i) Residential

Total # Units:	9000
Density:	5.4 Dwelling Units / Acre

ii) Hospitality

Total # Rooms:	374
Total Gaming Site Area:	51.38 acres designated for Casino Complex
Total Entertainment:	388,500 SF total

iii) Commercial

Total Site Area:	38 acres General Commercial, 48.8 acres Blended Use
Total Lot Coverage:	Varies%

Briefly describe the project's surrounding land use and setting:

North:	Vacant Land
East:	Existing Single Family Homes along portion, Vacant Land along portion
South:	Existing Single Family Homes
West:	Vacant Land

Project Narrative (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach

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exhibits if necessary):

Skye Canyon is a new master planned community that will inspire connection to the outdoors. Phase 1 has started construction and future development phases are being planned.

2 Transportation and Traffic

Insert a Table (attach additional sheets if necessary), indicating the number of vehicle trips that the proposal will generate, estimated by applying to the proposal the average trip rates for the peak days and hours established by the Institute of Transportation Engineers (or its successor).

Land Use	Variable		Trip Generation Source	Daily	AM Peak Hour			PM Peak Hour		
					In	Out	Total	In	Out	Total
Single Family Residential	Dwelling Units	6,238	ITE *** Land Use Code 210	**59,386**	1,170	3,509	**4,679**	3,930	2,308	**6,238**
Mult-Family Residential	Dwelling Units	2,762	ITE *** Land Use Code 230	**16,047**	207	1,009	**1,215**	962	474	**1,436**
Gaming	Casino Floor Area (SF)	60,000	UNLV - Recalibration of Trip Generation Model (Local Casino) **	**16,034**	428	323	**751**	667	616	**1,283**
Commercial	Leasable Floor Area (SF)	399,162	ITE *** Land Use Code 820	**17,044**	238	146	**383**	711	770	**1,481**
Office	Leasable Floor Area (SF)	58,011	ITE *** Land Use Code 710	**640**	80	11	**90**	15	72	**86**
High School	Students	2,800	ITE *** Land Use Code 530	**4,788**	819	385	**1,204**	171	193	**364**
Middle School	Students	1,400	ITE *** Land Use Code 522	**2,268**	416	340	**756**	110	114	**224**
Elementary School	Students	700	ITE *** Land Use Code 520	**903**	173	142	**315**	51	54	**105**
			TOTAL *	**117,110**	**3,529**	**5,864**	**9,393**	**6,617**	**4,600**	**11,217**

Trip Generation – Skye Canyon

* Total anticipated project trips without adjustments for internally captured trips or alternative mode use.
** Trip Generation based on the UNLV study Recalibration of Trip Generation Model for Las Vegas Hotel/Casinos, published in the May 2002 ITE Journal
*** Trip Generation based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition

3 Schools

Based upon the student generation factors utilized by the Clark County School District (see exhibit 1) what is the estimated number of pupils for each elementary school, junior high or middle school, and high school that the project will cause to be enrolled in local schools?

9,000 total residential units, assume 8,250 SFR & 750 MFR for calculations (formulas below)
Elementary School – 1,710 pupils
Junior High/Middle School – 884 pupils
High School – 1160 pupils

4 Emergency Services

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CITY OF LAS VEGAS

DEVELOPMENTAL IMPACT NOTICE AND ASSESSMENT (DINA)

PROJECT OF REGIONAL SIGNIFICANCE (PRS)

Provide the distance from the site of the proposal to the nearest facilities from which firefighting, police and emergency services will be provided, including without limitation, facilities of a local government that are planned but not yet constructed, and facilities that have been included in a local government's plan for capital improvements prepared pursuant to NRS 278.0226.

Current station is under 3 miles from site, future services on site or adjacent

5 Housing, Mass Transit, Open Space and Recreation

Provide a brief statement setting forth the anticipated effects of the proposal on housing, mass transit, open space and recreation.

Housing provided for full spectrum of homes from entry level up. Will coordinate with RTC on mass transit. Open space and recreation are addressed in the development agreement.

CITY OF LAS VEGAS

DEVELOPMENTAL IMPACT NOTICE AND ASSESSMENT (DINA)

PROJECT OF REGIONAL SIGNIFICANCE (PRS)

EXHIBIT 1

Clark County School District

Valley-wide Student Yields

Grade	Student Yield	
	Single-Family	Multi-Family
K-5	0.195	0.135
6-8	0.102	0.056
9-12	0.135	0.062
P & 13		

Single-Family units include mobile homes and townhouse.
Multi-Family units include a combination of apartments, multiplexes, and condominiums.
P & 13: Pre-school and Sunset School.

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SKYE CANYON PARKS AGREEMENT

THIS SKYE CANYON PARKS AGREEMENT (the "Parks Agreement") is made this _____ day of _____ 2015, by the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (the "City") and KAG Property, LLC, a Delaware limited liability company ("KAG" or "Master Developer").The City and Master Developer are sometimes individually referred to as a "Party" and collectively as the "Parties".

RECITALS

A. The current owners of certain land described in Exhibit A attached hereto ("Skye Canyon") within the corporate boundaries of the City are KAG Development South, LLC, a Delaware limited liability company ("KAGDS"); KAG Development West, LLC a Delaware limited liability company ("KAGDW"); Eastland, LLC, a Delaware limited liability company ("Eastland"); Section 12, LLC, a Delaware limited liability company ("Section 12"); Northland, LLC, a Delaware limited liability company ("Northland"); MF Land, LLC, a Delaware limited liability company ("MF Land"); East of 95, LLC, a Delaware limited liability company ("East 95"); and G Land, LLC, a Delaware limited liability company ("G Land"). KAGDS, KAGDW, Eastland, Section 12, Northland, MF Land, East 95 and G Land, and their successors and assigns may be collectively referred to as "Owner". KAGDS transferred ownership of certain portions of the property to PN II, Inc., a Nevada corporation, dba Pulte Homes of Nevada ("Pulte") and Woodside Homes of Nevada, LLC, a Nevada limited liability company ("Woodside"). Pulte and Woodside are defined as "Designated Builders" in the Development Agreement defined below. KAG has been appointed as the attorney-in-fact to Owner and as Master Developer of Skye Canyon. Master Developer has, concurrently with the execution of this Parks Agreement, entered into a Second Amendment and Restatement Development Agreement with the City, which governs the future planning and development of Skye Canyon ("Development Agreement").

B. The Development Agreement contemplates that Master Developer will construct parks and other recreational amenities within Skye Canyon as a condition to the City's approval of the development project.

C. Pursuant to Chapter 4.24 of the Municipal Code of the City (the "Code"), a residential construction tax is payable prior to the issuance of a building permit for the construction of a residential dwelling unit.

D. Pursuant to Section 4.24.140 of the Code, the residential construction tax may be waived for a project upon the developer's execution of an agreement with the City requiring the developer to construct park facilities ("Qualified Parks") in lieu of paying the tax.

E. Pursuant to Section 4.24.100(A) of the Code, a developer may establish an association for the common ownership and maintenance of a developed park site that is designed for, and dedicated exclusively to recreation in such development. Pursuant to Section 4 of the Development Agreement, Master Developer has agreed to organize a Master Homeowners Association (the "Master HOA') that will maintain certain parks and common areas.

F. The Parties wish to enter into this Parks Agreement to: (i) establish the amount and nature of the parks and recreational facilities to be constructed by Master Developer as part of its obligations with respect to the development of Skye Canyon, (ii) waive the residential construction tax, (iii) set forth the ownership and maintenance of the Qualified Parks by the City and Master HOA, (iv) establish the procedure by which the right is reserved or granted to the public for use of the Qualified Parks, (v) to keep portions of the Skye Canyon Center reserved for the private use of the members of the Master HOA and guests of the members of the Master HOA for a fitness facility and pool area, and (vi) for other purposes as set forth below. The Parties intend that this Parks

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Agreement be a covenant running with the land with respect to any Qualified Parks.

NOW, THEREFORE, in consideration of the above recitals and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following plan for the construction, protection and benefit of the Qualified Parks. This Parks Agreement shall run with, and shall be binding upon and pass with the ownership interest in the Qualified Parks and shall inure to the benefit of and apply to and bind the Parties and their respective successors in interest.

1. Designation of Park Acreage. Master Developer agrees to design and construct, at Master Developer's sole cost and expense, all of those parks, trails open spaces and other recreational areas depicted on Exhibit B attached hereto. Each of the park areas is hereinafter referred to by the name designation indicated on Exhibit B. All recreational amenities for Officer Alyn Beck Memorial Park and Iron Mountain Park shall be dedicated to the City. All other parks and their recreational amenities shall be dedicated to the Master HOA.

2. Required Facilities of Parks. Master Developer agrees that each of the Qualified Parks shall, as a minimum, contain those amenities and features described in Exhibit C hereto (the "Required Facilities"). City agrees that Master Developer shall have discretion with respect to any other amenities or features that are to be placed within the parks in addition to the Required Facilities and that City shall not unreasonably withhold or delay its approval of any conceptual plan for a park that contains all of the Required Facilities.

3. Design of Parks. Prior to construction of each park, Master Developer shall meet with the City staff to discuss park amenity programming and shall submit to the City a conceptual plan for such park showing the Required Facilities and any additional proposed amenities and features of the park for City's review. The conceptual plans may vary from the conceptual layouts included in Exhibit C. However, approval of a conceptual plan that conforms to the layouts in Exhibit C shall not be unreasonably withheld by the City. Following acceptance by the City of the conceptual plan, Master Developer shall proceed to design the park in accordance with the standards set forth in the Kyle Canyon Design Guidelines. Where the design of a Required Facility is not contained in the standards of the Kyle Canyon Design Guidelines, the Required Facility shall be designed in accordance with the City of Las Vegas Design Standards for Parks, Trails, Buildings and Parking Facilities in effect at the time of issuance of the permit for the particular development activity (Exhibit E). City agrees that its final approval of the drawings and specifications for the park shall be limited to adherence with the approved conceptual plan, the Kyle Canyon Design Guidelines, the Exhibit E, this Parks Agreement and the provisions of the Building Codes relating generally to construction of improvements within the City.

4. Construction of Parks. Following approval of the drawings and specifications for each park Master Developer shall promptly proceed with construction thereof and diligently pursue completion of each park in accordance with the schedule set forth in Section 5.

5. Completion Schedule. Master Developer agrees that it will adhere to the following schedule for design and construction of Parks.

   A) For purposes of this Parks Agreement, Skye Canyon comprises several "Park Areas," each of which has associated parks and other amenities within its boundaries. The Park Areas are described on Exhibit D hereto.

   B) Master Developer shall submit to the City for its review a conceptual plan of each individual park

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located within a Park Area prior to the issuance of the first (1st) permit for the construction of dwelling units within such individual Park Area that exceeds the Park Construction Trigger shown on Exhibit D. City will notify the Master Developer when seventy-five percent (75%) of the Park Construction Trigger permits have been issued in each individual Park Area.

C) Master Developer shall prepare 90 percent construction drawings and specifications for each individual park and submit them to the City for its review within one hundred eighty (180) calendar days following the City's approval of the conceptual plans for such individual park. Master Developer shall subsequently submit 100 percent construction drawings and specifications within 90 days of completion of the City's review of the 90 percent construction drawings and specifications.

D) Master Developer shall commence construction of each individual park located within a Park Area within the timeframe described below and shall complete each such individual park within 18 months of the start of construction.

E) Master Developer shall commence construction of the Officer Alyn Beck Memorial Park in conformance with the approved construction drawings prepared for the Officer Alyn Beck Memorial Park prior to the issuance of the three thousandth (3,000th) building permit for a residential dwelling unit within all of the Skye Canyon development. The City shall, at City expense, cause the existing construction drawings entitled, "Indian Hills Park Las Vegas Nevada Project Number 05.15341.04", and dated March 14th 2008 to be reviewed for code compliance and updated as necessary. The design drawings shall then be approved by the City. The City shall complete this code compliance and approval process no later than 120 days prior to the Master Developer's commencement of construction. Master Developer will complete construction within 24 months of commencement of the Officer Alyn Beck Memorial Park

F) Master Developer will design and construct the Iron Mountain Park on APN 126-01-401-013. The park will contain the amenities and structures depicted in the conceptual design described in Exhibit C and conform to the standards set forth in Exhibit E. Master Developer shall commence design within 180 calendar days of receiving notice from the City that: a) notifies Master Developer of the issuance of the five thousand five hundredth (5,500th) building permit for a residential dwelling unit within Skye Canyon; and b) contains confirmation that adequate flood control facilities are in place to protect the park. Master Developer will prepare construction drawings and will commence and complete construction in accordance with this Parks Agreement subsections 5C and 5D above.

G) Master Developer will design and construct a community center building in Park 2.13 ("Skye Canyon Center"). Additionally, Master Developer will construct and complete 2.05 acres of park area in Park 2.13 prior to the issuance of the four hundredth (400th) building permit for a residential dwelling unit within Skye Canyon. Master Developer shall commence construction for the Skye Canyon Center prior to the issuance of the one thousand five hundredth (1,500th) building permit for a residential dwelling unit within Skye Canyon. Master Developer will complete construction within 24 months of commencement of Skye Canyon Center. Skye Canyon Center will contain amenities and structures depicted in the conceptual design described in Exhibit C. The Parties acknowledge and agree that portions of the Skye Canyon Center may be reserved for the private use of members of the Master HOA and guests of the members of the Master HOA.

H) <u>PARK 1</u>
   a. Park 1.5 and Park 1.6
   b. .4 net acres and 1.7 net acres
   c. Commence construction prior to the issuance of the 400th building permit for a residential dwelling unit in Park Area 1.

I) <u>PARK 2</u>
   a. Park 2.12
   b. 5.49 net acres
   c. Commence construction prior to the issuance of the 150th building permit for a residential

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dwelling unit in Park Area 2b.

J) PARK 3
   a. Park 2.26
   b. 1.77 net acres
   c. Commence construction prior to the issuance of the 400th building permit for a residential dwelling unit in Park Area 2a.

K) PARK 4
   a. Park 2.04
   b. 1.91 net acres
   c. Commence construction prior to the issuance of the 150th building permit for a residential dwelling unit in Park Area 2c.

L) PARK 5
   a. Park 2.31 and Park 2.33
   b. 2.19 net acres and .54 net acres
   c. Commence construction prior to the issuance of the 150th building permit for a residential dwelling unit in Park Area 2b.

M) PARK 6
   a. Park 5.11
   b. 1.45 net acres
   c. Commence construction prior to the issuance of the 150th building permit for a residential dwelling unit in Park Area 5.

N) PARK 7
   a. Park 5.04
   b. 4.82 net acres
   c. Commence construction prior to the issuance of the 300th building permit for a residential dwelling unit in Park Area 5.

O) PARK 8
   a. Park 5.12
   b. 2.36 net acres
   c. Commence construction prior to the issuance of the 400th building permit for a residential dwelling unit in Park Area 5.

P) PARK 9
   a. Park 3.16
   b. 5.14 net acres
   c. Commence construction prior to the issuance of the 300th building permit for a residential dwelling unit in Park Area 3b.
   d. .

Q) PARK 10
   a. Park 4.1
   b. 1.09 net acres
   c. Commence construction prior to the issuance of the 200th building permit for a residential dwelling unit in Park Area 4.

6. Public's Right to Use of Qualified Parks. Master Developer agrees that the Qualified Parks will be available for use by the general public on a non-discriminatory basis except as described in Section 5(G) of this Parks Agreement. Master Developer shall ensure that a land use restriction creating nondiscriminatory

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access and use rights for the public to and over such Qualified Park is recorded against the park parcel in the Official Records of Clark County, and shall provide a verified copy thereof (with the recording information set forth thereon) to the City. In the event of any failure to record such restriction, the Master HOA shall record such restriction and provide such copy to the City upon receiving such Qualified Park from Developer. Except for Officer Alyn Beck Memorial Park and Iron Mountain Park, which shall be dedicated to the City, each Qualified Park shall be conveyed by Master Developer to the Master HOA within 60 days of final completion and accepted as a "Park" to be maintained by the Master HOA pursuant to a declaration that meets the requirements of NRS Chapter 116.

7. Maintenance Obligations. The Master HOA will assume and accept the Master HOA's duty pursuant to the Declaration to maintain the Qualified Parks (the "HOA Parks"), except for Officer Alyn Beck Memorial Park and Iron Mountain Park, which shall be maintained by the City, within 30 days of completion. City will commence maintenance of Officer Alyn Beck Memorial Park and Iron Mountain Park within 30 days of completion of construction and acceptance of such parks by City. The City shall maintain Officer Alyn Beck Memorial Park and Iron Mountain Park to similar maintenance standards that the City establishes for all parks. The Master HOA shall maintain the Qualified Parks it has accepted in good condition and repair in compliance with the Declaration except as otherwise set forth herein. This Parks Agreement, along with the Maintenance Plan attached hereto as Exhibit F takes the place of and satisfies the requirements of the maintenance plan with the Master HOA required by the City with respect to the Qualified Parks pursuant to NRS 278.4789.

8. Rules and Regulations. The Master HOA shall have the right to establish rules and regulations for use of the HOA Parks that it has accepted. However, all rules and regulations must apply equally to members of the Master HOA and the public. The rules and regulations cannot discriminate against members of the public in favor of members of the Master HOA. The Parties acknowledge and agree that portions of certain HOA Parks may be reserved for the private use of Members of the Master HOA and guests of the Master HOA.

9. Amendment of the Declaration. Neither Master Developer nor the Master HOA shall (i) amend any provision of the Declaration affecting the Qualified Parks in a manner that violates any term or provision of this Parks Agreement, without obtaining the prior written consent of the City, or (ii) take any action pursuant to any provision of the Declaration or otherwise to change an active recreational area or facility to a use or character that does not permit active recreational use.

10. Damage and Restoration. In the event of damage to or destruction of the HOA Parks, the Master HOA shall, as soon as reasonably possible, restore and reconstruct the damaged or destroyed areas to at least as good a condition as they were in immediately prior to such damage or destruction. Likewise, in the event of damage to or destruction of Officer Alyn Beck Memorial Park and Iron Mountain Park, per City policy the City shall, as soon as reasonably possible, restore and reconstruct the damaged or destroyed areas to at least as good a condition as they were immediately prior to such damage or destruction. All work shall be performed in a good and workmanlike manner and shall conform to all applicable governmental requirements, the Declaration and this Parks Agreement.

11. Construction of Qualified Parks. Master Developer shall, at Master Developer's expense, obtain all necessary permits and licenses for the construction and installation of the improvements in the Qualified Parks, give all necessary notices and pay all fees and taxes required by law.

12. Waiver of Residential Construction Tax. In consideration of Master Developer's agreement to construct all of the Qualified Parks identified in this Agreement, City hereby waives the residential construction tax for the all residences constructed in Skye Canyon up to the maximum number of residential units permitted by the Development Agreement and further waives the requirement for security for the estimated cost of construction.

13. Use of Flood Control Facilities. City will allow Master Developer to construct open space, parks, trails

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and other recreational amenities within drainage corridors, drainage channels, and flood plains (for purposes of this Section only these terms may otherwise be defined as "Flood Facilities") so long as the Flood Facilities meet the minimum design and construction standards of City and the Clark County Regional Flood Control District. Master Developer shall be responsible for the replacement and/or repair of the open space, parks, trails and other recreation amenities within such Flood Facilities, if and when damaged or destroyed by water until such time as Master Developer shall convey the facilities to the Master HOA. This provision shall survive any termination or expiration of this Agreement.

14. Enforcement and Remedies.

(a) General. If any Party defaults in the performance of any obligation under this Parks Agreement, and if such default remains uncured thirty (30) days after written notice from the other Party ('Nondefaulting Party"), stating with particularity the nature and extent of such default, then Nondefaulting Party shall have the right to (i) perform such obligation on behalf of such defaulting Party and (ii) be reimbursed by such defaulting Party, within 10 days of written demand, for the cost thereof the failure of the Nondefaulting Party to insist, in any one or more cases, upon the strict performance of any provision of this Parks Agreement shall not be construed as a waiver of the future breach of such provision or any other provision of this Parks Agreement.

(b) Withholding of Residential Permits. If Master Developer fails to cure any default of its obligations described in Section 5, the City Council may, after a hearing, withhold the issuance of residential dwelling unit permits within Skye Canyon. City shall provide Master Developer written notice at least fifteen (15) days prior to such hearing.

(c) Remedies Cumulative. Each Party to this Parks Agreement may prosecute any proceeding at law or in equity against any person or entity violating or attempting to violate any of the covenants or provisions contained herein to prevent such person or entity from so doing and to recover damages for any such violation. All remedies provided in this Parks Agreement are cumulative. Therefore, notwithstanding the exercise by a Party of any remedy hereunder, such Party shall have recourse to all other remedies as may be available at law or in equity.

15. Miscellaneous.

(a) Assignment. The Master HOA may not assign any of its rights or obligations under this Parks Agreement without prior written approval from the City. Master Developer may assign its rights and obligations under this Parks Agreement so long as Master Developer notifies the City of the assignment and the City shall not unreasonably withhold approval of such assignment.

(b) Notices. Except as otherwise provided in this Parks Agreement, notice to be given to a Party must be in writing and may be delivered to the Party personally or by any system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means. Alternatively, notice may be delivered by regular United States mail, postage prepaid, addressed to the Party at the most recent address furnished by such Party to the other Party. Such notice is deemed delivered three (3) business days after the time of such mailing. Notices are to be delivered to both the Party and to the Party' s attorneys.

(c) Interpretation. The captions of the various provisions of this Parks Agreement are for convenience and identification only and shall not be deemed to limit or define the contents thereof. This Parks Agreement shall be construed in accordance with the laws of the State of Nevada. This Parks Agreement supersedes all prior written or verbal representations or declarations of the Parties with respect to the subject matter hereof. If

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any clause, sentence, or other portion of this Parks Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

(d) Binding Effect; Covenants Running With Land. By acceptance of a deed, lease or document of conveyance, or acquiring any ownership or leasehold interest in any of the real property constituting a Qualified Park, each person binds such person and such person's heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Parks Agreement and any amendment hereto. In addition, each such person by so doing hereby acknowledges that this Parks Agreement sets forth a general scheme for the improvement and development of the real property covered hereby and evidences such person's intent that all the provisions contained in this Parks Agreement, as amended, shall run with the land and be binding on all subsequent and future owners, lessees, grantees, purchasers, assignees and transferees of property subject to this Parks Agreement. Each such person fully understands and acknowledges that this Parks Agreement shall be mutually beneficial and enforceable as provided herein by the various subsequent and future Owners, as well as by the parties hereto.

(e) Recordation. This Parks Agreement shall be recorded in the Official Records of Clark County, Nevada, and shall be effective upon such recordation.

(f) Duration and Amendment. This Parks Agreement shall continue in full force unless a Declaration of Termination satisfying the requirements of an amendment to this Parks Agreement is recorded. This Parks Agreement may be amended at any time by recording an amendment executed by Master Developer, the City, and the Master HOA.

(g) No Third Party Beneficiaries. This Parks Agreement is intended for the exclusive benefit of the Parties hereto and their respective permitted assigns and the general public and is not intended and shall not be construed as conferring any benefit or right on any third parties, including any Designated Builders within Skye Canyon.

(h) Counterparts. This Parks Agreement may be executed at different times and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of this Parks Agreement may be detached from any counterpart without impairing the legal effect to any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Delivery of a counterpart by facsimile or portable document format (pdf) through electronic mail transmission shall be as binding an execution and delivery of this Parks Agreement by such Party as if the Party had delivered an actual physical original of this Parks Agreement with an ink signature from such Party. Any Party delivering by facsimile or electronic mail transmission shall promptly thereafter deliver an executed counterpart original hereof to the other Party.

[SIGNATURES ON FOLLOWING PAGES]

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SIGNATURE PAGE TO THE SKYE CANYON PARKS AGREEMENT

KAG Property, LLC

By: _____

Print Name: _____

Title: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On the ____ day of _____, 2015, before me, the undersigned, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument to be the person, or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public in and for said State

CITY OF LAS VEGAS, NEVADA

By: _____

Print Name: Carolyn Goodman

Title: Mayor

ATTEST:

_____
Beverly K. Bridges, City Clerk

Approved as to Form:

_____
Deputy City Attorney

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EXHIBIT A

TO SKYE CANYON PARKS AND TRAILS AGREEMENT

PROPERTY DESCRIPTION

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DESCRIPTION OF PROPERTY			
Assessors Parcel Number	**Acres**		
125-06-101-001	5.00		
125-06-501-001	310.95		
125-06-301-002	3.12		
125-06-401-006	0.46		
125-06-701-001	238.14		
125-06-301-001	3.24		
125-06-401-001	42.77		
125-06-401-005	0.06		
125-07-101-005	11.57		
125-07-101-007	63.39		
125-07-201-001	38.16		
125-07-201-003	37.51		
125-07-501-006	0.99		
125-07-101-004	0.13		
125-07-501-005	29.78		
125-07-602-001	3.19		
125-07-602-003	1.55		
125-07-602-004	5.02		
125-07-602-005	31.12		
125-07-310-002	37.99		
125-07-410-002	33.61		
125-07-410-003	0.85		
126-12-000-001	665.44		
125-07-410-001	40.9		
125-07-310-001	35.28		
ROW	15.02		
Horse (OR:20141124:03400)	3.25		
Hualapai (OR:20141124:03399)	3.46		
	1661.95	APN acreage	
	1663.13	surveyed acreage	

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EXHIBIT B

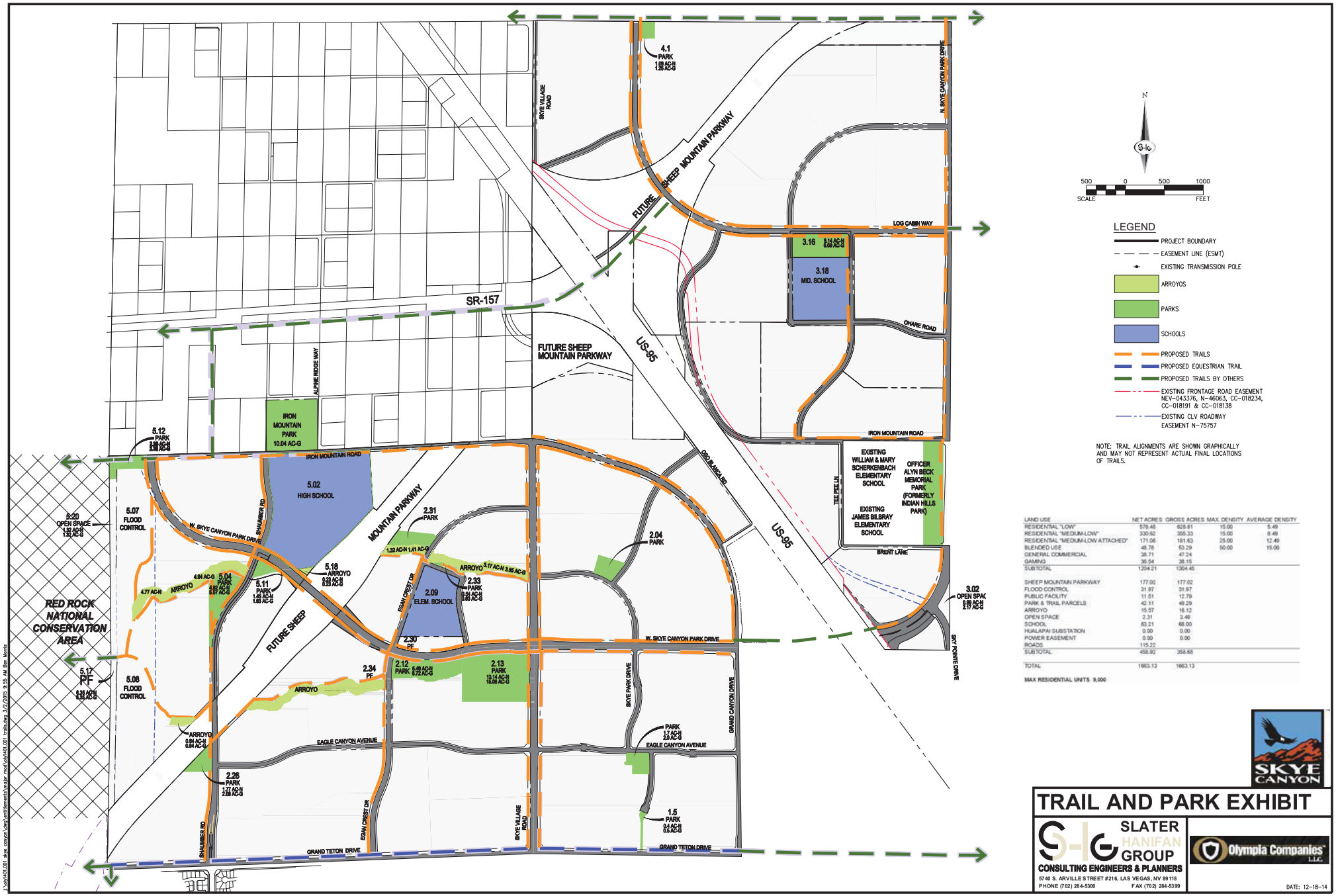
TO SKYE CANYON PARK AND TRAILS AGREEMENT

PARKS, TRAILS AND OPEN SPACE MAP

(MAP FOLLOWS THIS PAGE)

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NOTE: TRAIL ALIGNMENTS ARE SHOWN GRAPHICALLY AND MAY NOT REPRESENT ACTUAL FINAL LOCATIONS OF TRAILS.

LAND USE	NET ACRES	GROSS ACRES	MAX DENSITY	AVERAGE DENSITY
RESIDENTIAL "LOW"	578.48	628.81	15.00	5.49
RESIDENTIAL "MEDIUM-LOW"	330.62	355.33	15.00	8.49
RESIDENTIAL "MEDIUM-LOW ATTACHED"	171.08	181.63	25.00	12.49
BLENDED USE	48.78	53.29	50.00	15.00
GENERAL COMMERCIAL	38.71	47.24		
GAMING	36.54	38.15		
SUBTOTAL	1204.21	1304.45		
SHEEP MOUNTAIN PARKWAY	177.02	177.02		
FLOOD CONTROL	31.97	31.97		
PUBLIC FACILITY	11.51	12.79		
PARK & TRAIL PARCELS	42.11	49.29		
ARROYO	15.57	16.12		
OPEN SPACE	2.31	3.49		
SCHOOL	63.21	68.00		
HUALAPAI SUBSTATION	0.00	0.00		
POWER EASEMENT	0.00	0.00		
ROADS	115.22			
SUBTOTAL	458.92	358.68		
TOTAL	1663.13	1663.13		

MAX RESIDENTIAL UNITS 9,000

SKYE CANYON

TRAIL AND PARK EXHIBIT

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

Olympia Companies LLC

DATE: 12-18-14

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EXHIBIT C

TO SKYE CANYON PARK AND TRAILS AGREEMENT

REQUIRED FACILITIES

(LIST FOLLOWS THIS PAGE)

AND CONCEPTUAL LAYOUTS FOR PARKS

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EXHIBIT C
Revised February 6, 2015

Skye Canyon Proposed Park Amenity Matrix 2.3.2015

	Gross Acres	Improved Acres	Restroom Building	Tennis Court	Basketball Court	Tot Lot	Tot Lot Play Area	Parking Spaces	Picnic Areas	Shade Structure	Open Turf Play Area	Splash Pad	Multi-Use Field	Baseball/ Softball Field	Sports Field Lighted	Walking Jogging Path	Dog Park	Fitness Station
Park																		
4.1	1.25	1.09				1			1	1	0.5					x		
3.16	6.09	5.14	1	1		1		14	2	1	2.5					x		
2.04	2.2	1.91				1		10	1	1	0.97		1					
2.31	2.27	2.19	1			1		15	2	2	1.02					x		
2.33	0.83	0.54							1	1	No							
5.11	1.83	1.45							1	1	No					x		
5.04	5.57	4.82	1				x	10	1	1	2.09		1			x		
5.12	2.72	2.36						10			0.14					x		
2.12	6.72	5.49	1	1	2 (Pickleball)	1		18	1	1	2.79							
2.26	2.08	1.77	1					10	1	1	0.65							
Iron Mountain		10.04	1			1		99	2	2		1		4	4	x	1	
Alyn Beck Memorial Park		10.62	1			1		99	2	2		1	2		2	x		
2.13 Skye Center	15.08	13.14	1			1		95	2	2	139,186	1			1	x		
1.6 Neighborhood Park	2	1.7	1			1		10	1	1	27,762	1						1
1.5 Linear Park	0.5	0.4														x		
Total	69.8	62.66	9	2		9	1	384	18	17		4	4	4	3	10	1	1

Other Amenities not included: Horseshoe pits, Frisbee course, Skate park, Amphitheater, Volleyball Court, Barbeques, Trail heads, BMX track, Speciality gardens, Fitness Stations

PRJ-57680
02/09/15

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EXHIBIT C
Revised February 6, 2015



PRJ-56680
02/09/15

0.2 Improved Acres, 0.5 Gross Acres
Park 5 Preliminary Site Plan

SCALE: 1"=40'-0"
0' 40' 80' 160'

Community Parks

NUVIS
LANDSCAPE ARCHITECTURE AND PLANNING

DIR-57816

EXHIBIT C
Revised February 6, 2015



NOTE:
PARKING TO MEET
STANDARD FEDERAL ADA
REQUIREMENT'S

SCALE: 1"=40'-0"

0' 40' 80' 160'

PRJ-5680
02/09/5

1.7 Improved Acres, 2 Gross Acres
Park #6 Preliminary Site Plan

Community Parks

NUVIS
LANDSCAPE ARCHITECTURE AND PLANNING

DIR-57816

EXHIBIT C
Revised February 6, 2015



NOTE:
PARKING TO MEET STANDARD FEDERAL ADA REQUIREMENT'S

SCALE: 1"=40'-0"

0' 40' 80' 160'

PRJ-56080
02/09/15

1.91 Improved Acres, 2.2 Gross Acres
Park 204 Preliminary Site Plan

Community Parks

NUVIS
LANDSCAPE ARCHITECTURE AND PLANNING

DIR-57816

EXHIBIT C
Revised February 6, 2015



NOTE:
PARKING TO MEET STANDARD FEDERAL ADA REQUIREMENT'S

SCALE: 1"=40'-0"

0' 40' 80' 160'

PRJ-56680
02/09/15

5.29 Improved Acres, 6.72 Gross Acres
Park 12 Preliminary Site Plan

Community Parks

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LANDSCAPE ARCHITECTURE AND PLANNING

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Revised February 6, 2015



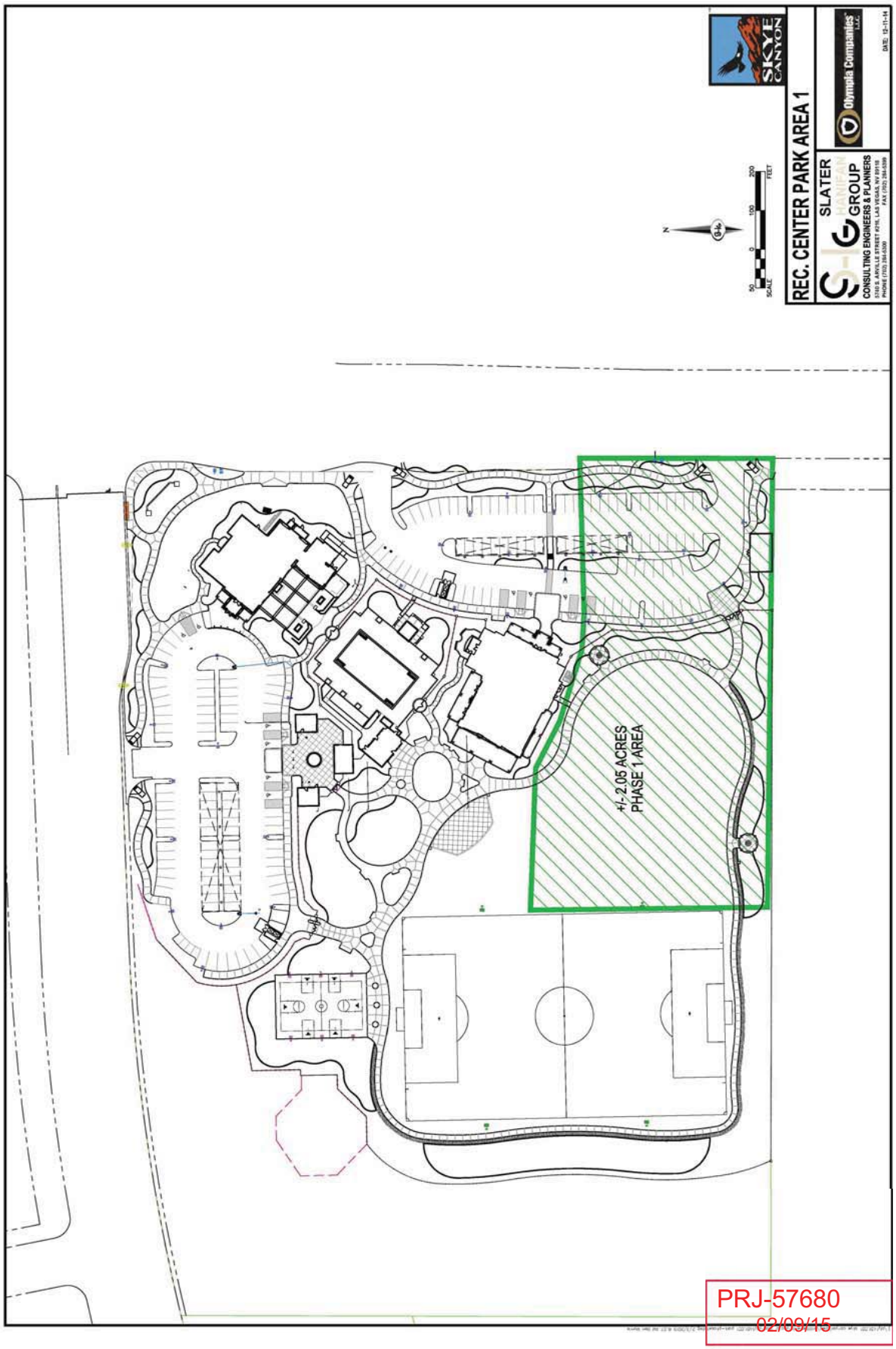
PRJ-5680
02/02/15

13.14 Improved Acres, 15.08 Gross Acres
Park 13 - Skye Center Preliminary Site Plan

Community Parks

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LANDSCAPE ARCHITECTURE AND PLANNING

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EXHIBIT C
Revised February 6, 2015



NOTE:
PARKING TO MEET
STANDARD FEDERAL ADA
REQUIREMENT'S

SCALE: 1"=40'-0"

0' 40' 80' 160'

1.17 Improved Acres, 2.08 Gross Acres
Park 26 Preliminary Site Plan

Community Parks

NUVIS
LANDSCAPE ARCHITECTURE AND PLANNING

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02/09/15

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EXHIBIT C
Revised February 6, 2015



NOTE:
PARKING TO MEET
STANDARD FEDERAL ADA
REQUIREMENT'S

SCALE: 1"=40'-0"

0 40 80 160

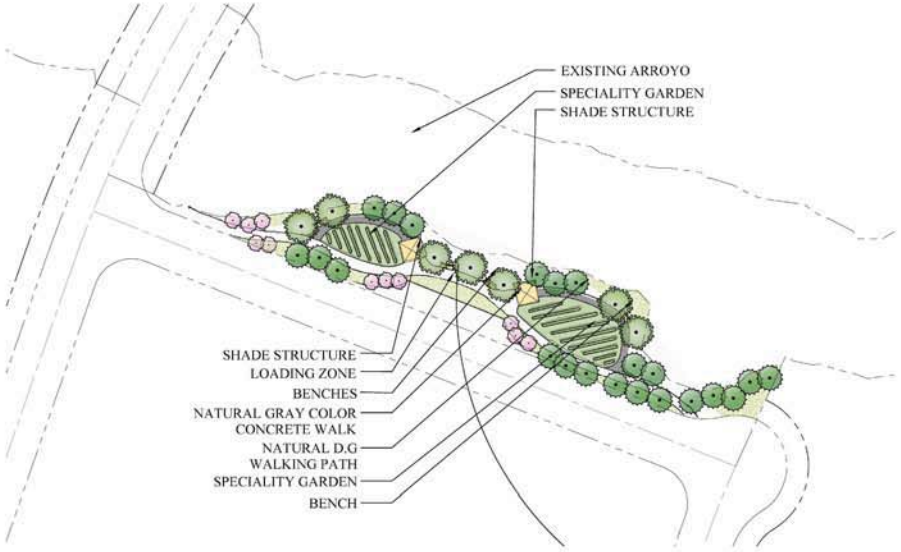
PRJ-52680
02/09/15

2.39 Improved Acres, 2.27 Gross Acres
Park 31 Preliminary Site Plan

Community Parks

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PRJ-57680
02/09/15

0.54 Improved Acres, 0.83 Gross Acres
Park 2.33 Preliminary Site Plan

SCALE: 1"=40'-0"
0' 40' 80' 160'

Community Parks

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LANDSCAPE ARCHITECTURE AND PLANNING

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EXHIBIT C
Revised February 6, 2015



NOTE:
PARKING TO MEET
STANDARD FEDERAL ADA
REQUIREMENT'S

SCALE: 1"=40'-0"

0' 40' 80' 160'

PRJ-56680
02/09/15

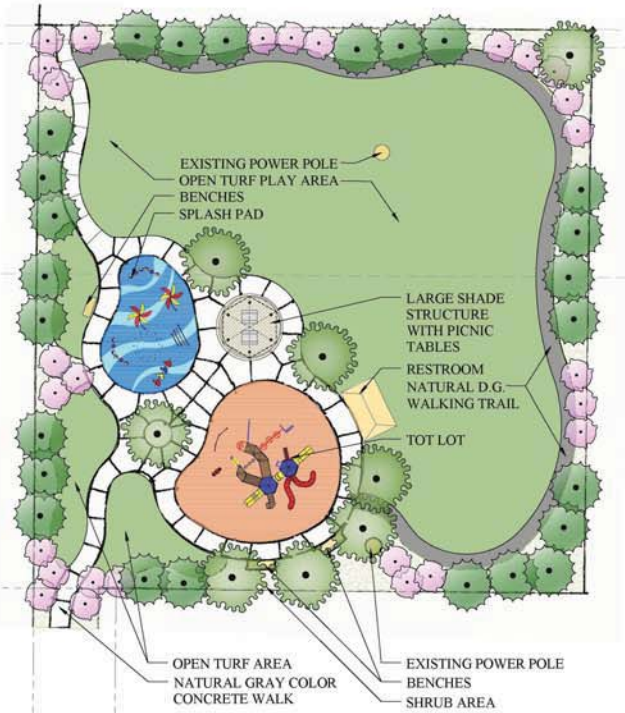
5.24 Improved Acres, 6.09 Gross Acres
Park 16 Preliminary Site Plan

Community Parks

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Revised February 6, 2015



PRJ-56680
02/03/15

1.89 Improved Acres, 1.25 Gross Acres
Park 1 Preliminary Site Plan

SCALE: 1"=20'-0"

Community Parks

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Revised February 6, 2015



NOTE:
PARKING TO MEET ADA CITY STANDARD REQUIREMENT'S

SCALE: 1"=40'-0"

40' 80' 160'

4.82 Improved Acres, 5.57 Gross Acres
Park 2.04 Preliminary Site Plan

Community Parks

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PRJ-56080
02/03/15

1.35 Improved Acres, 1.83 Gross Acres
Park 211 Preliminary Site Plan

SCALE: 1"=40'-0"

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EXHIBIT C
Revised February 6, 2015



NOTE:
PARKING TO MEET ADA CITY STANDARD REQUIREMENT'S

SCALE: 1"=40'-0"

0' 40' 80' 160'

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02/09/15

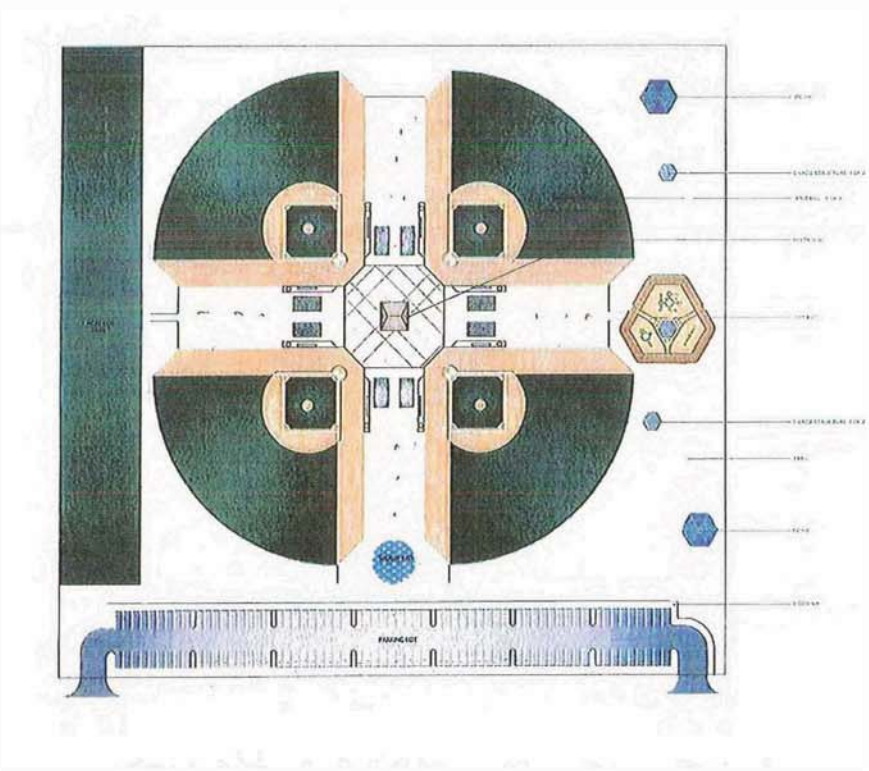
2.36 Improved Acres, 2.72 Gross Acres
Park 9.12 Preliminary Site Plan

Community Parks

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EXHIBIT C
Revised February 6, 2015



PRJ-56880
02/03/15

1204 Gross Acres
Iron Mountain Preliminary Site Plan

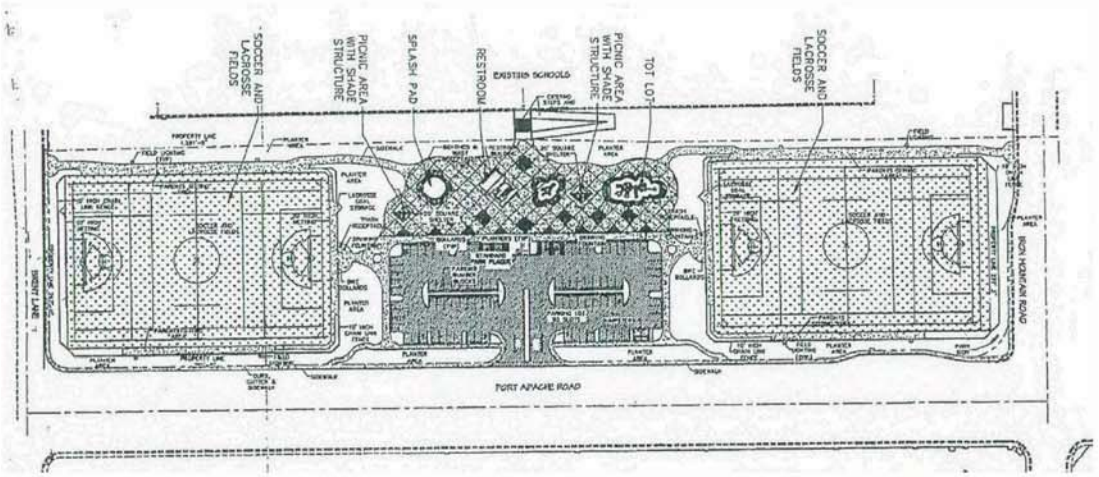
N.T.S.

Community Parks

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PRJ-56080
02/09/15

19.82 Gross Acres
Alyn Beck Memorial Park Preliminary Site Plan

N.T.S.

Community Parks

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LANDSCAPE ARCHITECTURE AND PLANNING

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EXHIBIT D

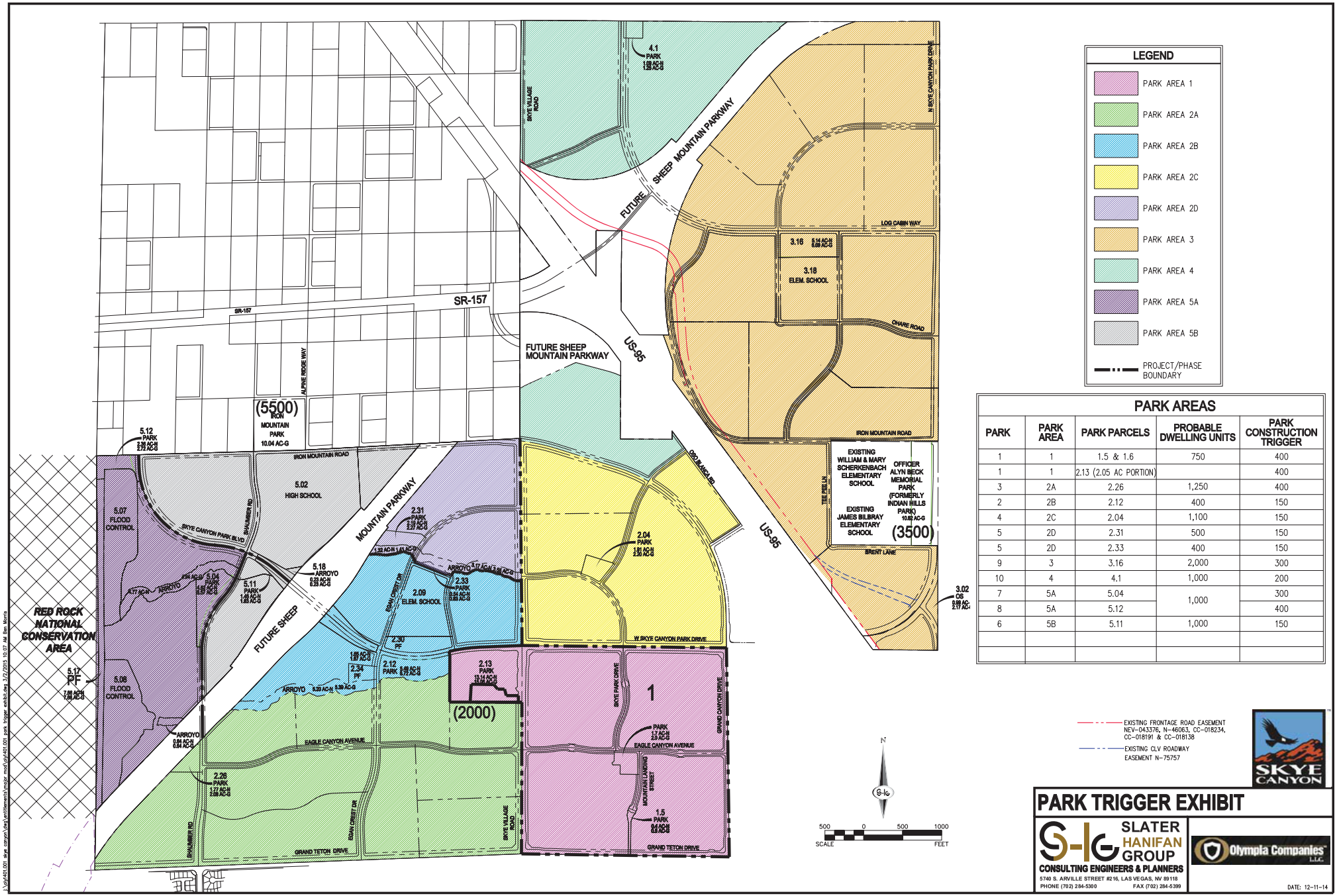
TO SKYE CANYON PARKS AND TRAILS AGREEMENT

PARK AREAS

(MAP FOLLOWS THIS PAGE)

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PARK AREAS

PARK	PARK AREA	PARK PARCELS	PROBABLE DWELLING UNITS	PARK CONSTRUCTION TRIGGER
1	1	1.5 & 1.6	750	400
1	1	2.13 (2.05 AC PORTION)		400
3	2A	2.26	1,250	400
2	2B	2.12	400	150
4	2C	2.04	1,100	150
5	2D	2.31	500	150
5	2D	2.33	400	150
9	3	3.16	2,000	300
10	4	4.1	1,000	200
7	5A	5.04	1,000	300
8	5A	5.12		400
6	5B	5.11	1,000	150

PARK TRIGGER EXHIBIT

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

Olympia Companies L.L.C.

SKYE CANYON

DATE: 12-11-14

DIR-57816 - REVISED

EXHIBIT E

TO THE SKYE CANYON PARKS AGREEMENT

PARKS STANDARDS

(Contained in a Separate Volume)

DIR-57816

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EXHIBIT F

TO THE SKYE CANYON PARKS AGREEMENT

MAINTENANCE PLAN

DIR-57816

PRJ-57680
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EXHIBIT F

MAINTENANCE PLAN FOR ALL PRIVATELY MAINTAINED PARKS, FACILITIES AND OTHER COMMON AREAS

1. The Plan for Maintenance of Public and Common Areas (the "Plan") must be approved by the City and must contain provisions that outline the proposed standards and level of maintenance and/or frequency of maintenance to be provided with respect to:

    a) Common area landscaping and sidewalks;

    b) Parks, trails, paseos, open spaces, and other recreational areas and the related Required Facilities described in the Park Agreement;

    c) Temporary and/or interim drainage facilities including riprap lined channels and natural arroyos as determined by the approved Master Drainage Study, but excluding all temporary detention basins identified in the Master Drainage Study;

    d) All landscaping and landscaping appurtenances located within City- dedicated public rights-of-way.

2. The Plan will include provisions for maintenance of common area lighting and for walls and fences located within common areas, but excluding any walls or fences located on an individual unit or lot.

3. The Plan will include provisions for periodic inspection, maintenance and repair of the improvements in such a manner and with such frequencies so as to maintain the improvements to prevent deterioration, to avoid unsightliness, and maintain the aesthetic appearance, the function, the safety and look of the improvements as originally intended. Any significant deviation from those standards may be implemented only after consultation with and the approval of the City. The required levels of maintenance and repair shall be defined for the following components, including, without limitation:

    a) Requirements for maintenance of all the following items in a healthy, safe and aesthetically acceptable condition:

        - Non-Sports Field Turf (All allowable types)
        - Sports Field Turf (All allowable types)
        - Landscape and planting components, trees, shrubs, groundcover, etc. (All allowable types)
        - Color plantings (All allowable types)

    b) Requirements for maintenance of all the following items in an operable, healthy, safe and aesthetically acceptable condition:

        - Irrigation and all associated components
        - Playground equipment
        - Exercise or Par-Course equipment
        - Picnic Areas, including all appurtenances in the area
        - Shade Structures
        - Water features, including all splash pads, fountains, drinking fountains
        - Skate park areas, including all appurtenances
        - Restroom facilities
        - Dog park areas, including all appurtenances

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- Lighting (All allowable types)
- Sports Courts (All allowable types)
- Walkways, pathways and roadways, with or without hardscape improvements
- Fencing, walls and gates (All allowable types)
- Signage (All allowable types)
- Amenities, including all benches, trash receptacles, trash dumpsters and picnic tables
- All parking lot or other paved areas

4. The Plan will include a provision that the Plan can be amended by the governing board of the Master Home Owners Association ("HOA") but only with the written consent of the City.

5. The Plan will include a provision that, in the event the Master HOA fails to maintain any or all of the improvements in accordance with the provisions of the Plan, the City may exercise its rights under the declaration, including the right of the City to make assessments for costs incurred by the City in maintaining the improvements, which assessments shall constitute liens against the Property and individual lots within subdivisions which may be executed upon and which shall have the same priority as liens for real estate taxes.

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SKYE CANYON DEVELOPMENT AGREEMENT

EXHIBIT E

DEVELOPER SPECIAL IMPROVEMENT GUIDELINES

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02/09/15

CITY OF LAS VEGAS

DEVELOPER SPECIAL IMPROVEMENT DISTRICT GUIDELINES

December 2, 1992

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CITY OF LAS VEGAS
Developer Special Improvement District Guidelines

Under chapter 271 of Nevada Revised Statutes (NRS), the City is authorized to acquire street, sidewalk, water, sewer, curb, gutter, flood control and other publicly-owned "infrastructure" improvements that benefit new development by the creation of a special improvement district as specified in NRS 271.265. The purpose of these guidelines is to outline the circumstances under which the city will consider this type of financing for new developments involving one or a small number of private property owners who intend on developing their property for residential, commercial, industrial, or other beneficial use.

These guidelines apply to all assessment districts financed under NRS 271.710 through 271.730 and to all other assessment districts which both involve 15 or fewer property owners and involve properties 80% or more of which are unimproved, unless 50% or more of the cost of the project proposed to be funded is being funded from a governmental source other than special assessments or the proceeds of special assessment bonds (e.g., RTC).

The City Council reserves the right, on a case by case basis, to impose additional requirements or waive specific requirements listed herein. Such waived requirements shall be noted in the approval of any petition together with a finding that the deviation from this policy is in the best interest of the City. Additional requirements shall be noted in the approval.

A. Eligible Improvements.

1. Regional Improvements. The City will consider financing only regional infrastructure improvements i.e., regional improvements are those streets, storm drains, water systems, sewer and other utilities, which will provide benefit to the entire project. Such projects are those with respect to which the City Council has made a finding of regional benefit which benefit the general area in which the development is located as opposed to improvements which exclusively benefit a particular subdivision. (Only the portion of the total cost that benefits the special improvement district will be assessed.) Thus, an arterial street or highway or major sewers, storm drains and water lines which provide benefit to the entire project and are found to be of general or regional benefit by the council, would be considered for financing.

2. Public Ownership Requirements. Only publicly owned infrastructure is eligible for financing. Privately-owned improvements such as electric, gas, and cable television improvements, streets or roads which are not dedicated to the City, and private portions of other improvements, such as water and sewer service lines from the property lines to the home or other structure are not eligible for financing.

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3. Benefit. The improvements proposed to be constructed must benefit the property assessed by an amount at least equal to the amount of the assessment.

4. Subdivision Improvements. The City will not consider financing "subdivision" or "in-tract" improvements, that is, improvements within a subdivision that benefit only the land within a subdivision such as neighborhood streets.

5. Size. Generally, the City will not consider stand alone assessment districts which involve less than $2,500,000.

B. Environmental Matters.

1. A Phase 1 environmental assessment (hazardous waste assessment) on the property to be assessed, property on which the improvements are to be located and on any property dedicated to the City, must be provided by the property owner prior to the bonds being issued by the City. The property owner must also provide the City with an indemnification agreement in a form acceptable by and provided by the City, promising to indemnify the City against any and all liability and/or costs associated with any environmental hazards located on property assessed. With respect to abating environmental hazards that are located on property on which improvements financed with the assessment district are proposed to be located or on any property dedicated to the City, the City and the property owner will reach an accord before the bonds are issued. Where the Phase 1 assessment indicates that there may be an environmental hazard on any of the assessed property, the property owner will be required to abate the problem or to post security for environmental clean up costs prior to the City proceeding with the district. The environmental assessment shall be performed by an environmental engineer acceptable to the City.

2. The developer must undertake all steps required by the "Habitat Conservation Plan Compliance Report" or other future federal requirements in the project area and other areas owned by the same developer which are used in connection with the project.

C. Development.

1. Property Owner Experience. The property owner must demonstrate to the City that it has the expertise to develop the property involved in the assessment district. In order to demonstrate its ability to develop, the property owner should furnish the City with the following: (a) its last three years prior audited financial statements, (b) a list of prior development of similar or larger size which the property owner has completed, and (c) a list of references consisting of the names of officials of other political subdivisions in which the property owner has completed similar or larger size developments. The City will accept, in place of financial statements stated in (a) above, a comfort letter from a mutually acceptable CPA firm indicating for the past three

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(3) years: (1) that a minimum level of net worth, acceptable to the City, has been maintained; (2) whether or not there have been any material adverse changes in operations; and (3) whether or not there have been any exceptions in the accountant's opinion letter on the property owner's financial statements. If this alternative is utilized, the property owner shall also provide such other financial information as the City and it consultants request.

2. Financing Completion; Equity. The property owner must provide the City with its plan for financing the development to completion and advise the City of the amount of equity it has invested in the development.

3. Land Use. The proposed development must be consistent with the City's General Plan. The property owner must demonstrate that it reasonably expects to obtain the required discretionary development permits (e.g. subdivision) in sufficient time to proceed with the development to completion as proposed. Proper zoning must have been obtained for the development.

4. Water, Sewer, and Other Utilities. The property owner must provide "will serve" or similar letters from the entities providing water, sewer and other utility (e.g., electricity, gas, telephone) services to the development stating that capacity is then in existence and reserved (otherwise to be made available) for the development in a sufficient quantity for the development to proceed to completion as proposed.

5. Other Permits. The property owner must demonstrate that there are no significant permitting requirements (i.e. permitting requirements which could result in substantial delay or alteration in the project as proposed, e.g., wetlands permits, archeological permits, etc.) applicable to the project or other governmental impediments to development which have not yet been satisfied and which are required to be satisfied for the development to proceed to completion as proposed.

D. Assessment Bonds and Bond Security.

1. Primary Security. The primary security for bonds will be the assessment lien on the land proposed to be assessed. A preliminary title report indicating that the petitioners are the owners of all of the assessed property must accompany the petition. The City may also require title insurance on a case by case basis.

2. Reserve Fund. A reserve fund in an amount equal to the lesser of one year's principle and interest on the bonds or 10% of the proceeds of the bonds must be funded at the time bonds are issued.

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3. Appraisal Valuation. The property owner must obtain and provide to the City an appraisal of the property which will be assessed which in the case of the appraised value of the property "as is" (prior to further subdivision and without considering the installation of the improvements) is at least equal to the amount of bonds proposed to be issued, and that the value of the property after the improvements financed with the assessment bonds are installed is at least three (3) times the amount of the bonds proposed to be issued. The appraiser must be acceptable to the City.

4. Additional Security. The property owner must demonstrate to the City that there is not significant financial risk to the City in issuing the bonds. If the City determines that it is not adequately protected by the security that is described in section D.1, 2, and 3 above, the City can require additional security. This additional security can be satisfied in one or a combination of the following ways:

(a) Providing a source of security that is acceptable to the City Council and the property owner. The determination of the acceptability of the security shall be discussed with the property owner on a case by case basis.

(b) Providing an irrevocable letter of credit drawn on an acceptable bank in a form and an amount and with a term acceptable to the City.

(c) Pledging marketable securities in which form the City is permitted to invest City funds pursuant to Chapters 355 and 356 of NRS and which are acceptable to the City (e.g., U.S. Treasury obligations) and in an amount that is acceptable to the City. The City must obtain the sole first priority security interest in the pledged securities, and those securities must be held by the City or a City Agent. Interest paid on the pledged securities, if there is not default in paying the assessment, will be paid to the owner of the securities.

A pro-rata portion of the foregoing additional security will be released with respect to any parcel assessed (1) which has been improved in any manner if the appraised value (as determined by an appraiser acceptable to the City) of the parcel is 5.0 or more times the amount of the unpaid assessment on such parcel or (2) on which a substantial improvement (e.g., a home or commercial building) has been competed if the parcel has a size of one acre or less or (3) to the extent that property is conveyed to one or more third-party property owners, then a proportionate amount of the foregoing additional security shall be released with respect to such conveyed property so long as such conveyed property does not exceed, in the aggregate, thirty percent (30%) of the entire property included within the district; provided, however, that any individual parcel conveyed to each such third-party property owner shall have a minimum value-to-lien ration of 3:1.

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5. Payment of Assessments; Capitalized Interest. The assessments shall be payable over not more than 20 years in substantially equal semiannual installments (excluding variable rate bonds with regards to equal payments) commencing within one year of the levy of assessments. The City will allow not more than two years of interest or the maximum permitted under federal tax laws, whichever is less, to be capitalized.

6. Absorption Study. The property owner must provide the City with funds with which to have an expert to prepare an absorption study. The City and property owners shall mutually agree upon the expert who is to prepare this study illustrating the economic feasibility of the project based upon supply and demand trends and estimated conditions in the market area for the proposed product mix. Provided, however, that if the appraiser of the real property for the project conducts his or her own absorption analysis, such absorption study may be accepted in lieu of this requirement.

7. Floating Rate Bonds. The City will consider applications for floating rate assessment bonds only if those bonds and the assessments underlying those bonds automatically convert to a fixed interest rate at or before the time the initial property owner sells property, regardless of whether the sale is wholesale sale to a merchant builder or a developer or a sale to a potential homeowner. Floating rate bonds must be secured by a letter of credit issued by a bank acceptable to the City.

8. No Pledge of General Fund or Taxing Power. The City will not pledge its general fund or taxing power to bonds.

9. Bond Underwriting Commitment. The property owner must demonstrate to the City and its financial advisor that bonds proposed to be issued for the financing are saleable. Prior to the time the City commences work on the assessment district, the property owner must provide the City with a letter from a reputable underwriter or bond buyer, acceptable to the City, which states that the underwriter has completed a due diligence review of the project and the property owner and believes that the bonds are marketable at an interest rate acceptable to the property owner based on then prevailing market conditions and that is willing, subject to reasonable conditions precedent, to contract with the City to underwrite the bonds on a best efforts basis, or that the bond buyer has completed a due diligence review of the project and the property owner and intend to acquire the bonds at an interest rate which the bond buyer and property owner agree is acceptable and that it is willing, to contract with the City to so acquire the bonds.

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E. Consultants. The City will permit the property owner to choose the consulting engineers and underwriter provided that the entities chosen are acceptable to the City. The City will select the assessment engineer, project management engineer, its financial consultants, bond counsel and bond trustee. The payment of all fees and expenses of these consultants (selected by the City) shall be the responsibility of the property owner; however, these consultants will be responsible to, and will act as consultants to, the City in connection with the district.

F. Expenses. The property owner will be required to pay out of its own pocket all of costs of the project prior to the time bonds are issued, including the costs of consulting engineers, assessment engineers, project management engineers, underwriters, the City's financial consultants, the City's bonds counsel, the cost of preparing the appraisals, absorption study, environmental review and other matters listed above. These items will be eligible for reimbursement from bond proceeds if the bonds are ultimately issued; however, the property owner must agree to pay these costs even if bonds are not issued. At the time of application, the City will provide an estimate for these expenses in order to enable the developer to more precisely anticipate costs associated with the process.

G. Project Acquisition. The City will acquire completed projects after final inspection by the City, an audit by the City assessment engineer and City staff, and acceptance by the City. Alternatively, the City will expend bond proceeds through a City-established progress payment system on uncompleted projects utilizing a construction payment management system. If this alternative is used, performance and payment bonds from a bonding company acceptable to the city, each in an amount at least equal to 100% of the cost of the project, and otherwise in such form as is approved by the Department of Public Works and the City Attorney must be provided to the City and must each indicate that the City is a beneficiary of those bonds. Additional construction security, as determined appropriate by the Department of Public Works and City Attorney, may be required.

H. Cost Overruns. The property owner must agree to fund all project costs which exceed the amount available from the proceeds of the bonds issued for the project. The City will not commit to issue additional bonds or otherwise provide funding for any such cost overruns.

I. Procedure.

1. Pre-Application Meeting. Initially, the property owner shall schedule a meeting with such representatives of the City as are designated by the City Manager to review the proposed development to discuss whether the development is one which may be eligible for financing under these guidelines.

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2. Application. If the property owner decides to proceed after the initial meeting, all owners of record of property in the proposed district must sign a petition for the district and file the petition and an application which contains sufficient information and exhibits to demonstrate that the proposed district will comply with parts A-H of these guidelines. Copies of the petition and application must be filed with the office of the Director of Finance and the office of the Director of Public Works.

3. Council Approval. If after an initial review, the City staff believes the application satisfies parts A-H hereof, an item will be placed on the Council's agenda authorizing negotiations with respect to the proposed project. If this item is approved by the Council, it is anticipated that staff will be authorized to begin negotiating the particulars of the financing with the property owner and other appropriate parties.

4. Security for Costs. Prior to entering negotiations, the property owner must post a letter of credit, surety bonds, cash or other acceptable form of security for payments of the costs described in F above in an amount determined by the Director of Finance. The interest on the security will be paid to the developer. The City shall invest such security according to NRS 355 and 356.

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EXHIBIT F

TO SKYE CANYON DEVELOPMENT AGREEMENT

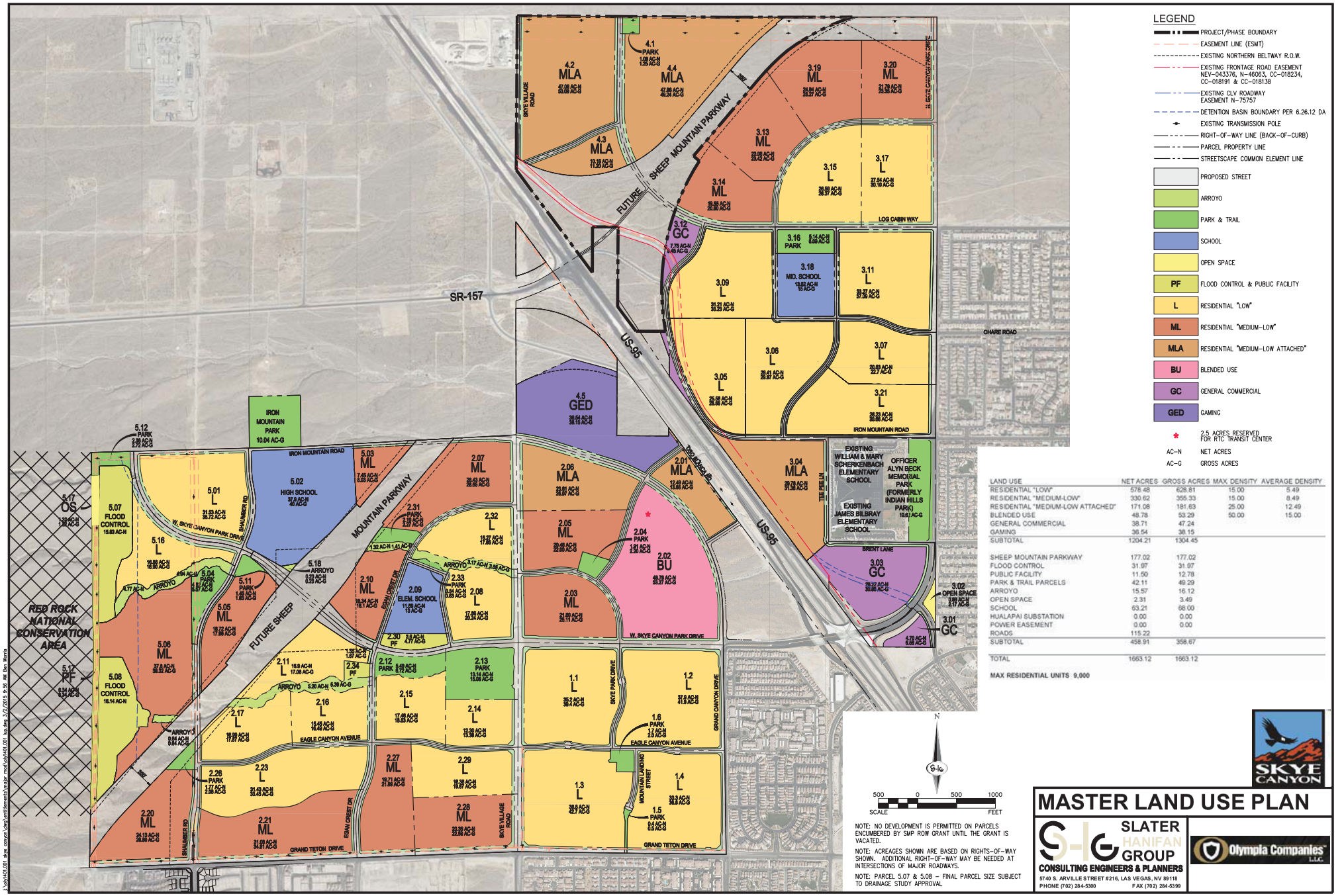
RESIDENTIAL LAND USE TABLE AND MASTER

LAND USE PLAN

(MAP FOLLOWS THIS PAGE)

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LAND USE	NET ACRES	GROSS ACRES	MAX DENSITY	AVERAGE DENSITY
RESIDENTIAL "LOW"	578.48	626.81	15.00	5.49
RESIDENTIAL "MEDIUM-LOW"	330.62	355.33	15.00	8.49
RESIDENTIAL "MEDIUM-LOW ATTACHED"	171.08	181.63	25.00	12.49
BLENDED USE	48.78	53.29	50.00	15.00
GENERAL COMMERCIAL	38.71	47.24		
GAMING	36.54	38.15		
SUBTOTAL	1204.21	1304.45		
SHEEP MOUNTAIN PARKWAY	177.02	177.02		
FLOOD CONTROL	31.97	31.97		
PUBLIC FACILITY	11.50	12.78		
PARK & TRAIL PARCELS	42.11	49.29		
ARROYO	15.57	16.12		
OPEN SPACE	2.31	3.49		
SCHOOL	63.21	68.00		
HUALAPAI SUBSTATION	0.00	0.00		
POWER EASEMENT	0.00	0.00		
ROADS	115.22			
SUBTOTAL	458.91	358.67		
TOTAL	1663.12	1663.12		

MAX RESIDENTIAL UNITS 9,000

MASTER LAND USE PLAN

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

SKYE CANYON

Olympia Companies LLC

J:\JOB\401-001 skye canyon\dwg\entitlement\mp\mp mod\JOB401.001 lup.dwg 3/7/2015 8:56 AM Ben Morris

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SKYE CANYON DEVELOPMENT AGREEMENT

EXHIBIT G

MASTER DRAINAGE AND TRAFFIC STUDIES (ON DISK)

DIR-57816

PRJ-57680
02/09/15

EXHIBIT H

TO SKYE CANYON DEVELOPMENT AGREEMENT

OFFSITE SEWER CAPACITY LETTER

(LETTER AND MAPS FOLLOW THIS PAGE)

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02/09/15

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS

May 23, 2011

Mike Ross, P.E.
Carwin Advisors
8379 West Sunset Road, Suite 150
Las Vegas, NV 89113

RE: Kyle Canyon Offsite Sewer Impacts

Dear Mike,

The following letter provides an update to the impacts on the existing City of Las Vegas sewer system due to the Kyle Canyon Gateway Development. This update of information comes as a result of changes in the project landplan and housing densities in 2010, and also from the City's new sewer system modeling software.

As the first step in reviewing these offsite impacts, SHG met with City of Las Vegas Sewer Planning staff on March 23rd, 2011, to review their hydraulic modeling analysis of the impact on the existing sewer system. At this meeting, over 14,000 LF of offsite sewer improvements were indicated in various locations, and it was unclear as to what amount of Kyle Canyon development phasing was triggering needed improvements, or in what order they were triggered. SHG requested that the City re-perform the analysis by breaking down the submitted flow rates at each connection point into 20%, 40%, 60%, 80%, and then 100% ultimate build-out flows, to analyze where and when offsite sewer improvements were triggered. This was requested for the 9,000 unit build-out of Kyle Canyon, with no other offsite development to the west or north.

After this further analysis was completed by the City, SHG met with City of Las Vegas staff again on May 9th, 2011 to review the data. The City provided a series of maps to exhibit the impacts at each increase of flow (attached). The following explains each exhibit in more detail, along with the discussion with the City generated by each exhibit:

Page 1) This exhibit simply shows the studied pipelines offsite to Kyle Canyon for reference against later exhibits showing impacts.

Page 2) The City provided this exhibit as a reminder of the previously indicated and approved offsite improvements from the 2006 Wastewater Master Plan, associated with 16,000 units. The exhibit includes a reminder that the Brent Lane outfall was revised to Rusty Rifle Avenue. These indicated improvements are replaced by the following exhibits, associated with new land planning and city modeling.

Page 3) The 40% flow exhibit shows that there are no impacts to the offsite system for the 20% and 40% build-out phasing scenarios analyzed.

Page 4) This 60% build-out flow exhibit indicates that a short segment (300 feet) of pipe in Durango has been effected by the associated flows from the "East" side of Kyle Canyon as delineated by the US 95. However, as discussed with the City, the

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reader should be aware that the 60% buildout flow is an arbitrary flow rate associated approximately with 60% of the Kyle Canyon "East" units being built – as per the current land plan. SHG and the City agreed that a future revised land plan and future Wastewater Master Plan for Kyle Canyon could eliminate the need for any offsite improvements at 60% buildout by either reducing density on the East side very slightly, or by relocating a proportionate amount of East side units to the West side, which was studied by the City to have less impact on the offsite sewer system.

Page 5) The 80% build-out flow exhibit indicates that the East side of Kyle Canyon Gateway has now fully impacted the segment of Durango from Iron Mountain to Grand Teton, requiring an offsite project to provide a parallel relief sewer. City staff clarified that once this sewer improvement is built, other sewer improvements previously indicated in the March 23rd meeting are alleviated by this roughly 5,000 LF parallel sewer project. In order to achieve the 80% and 100% flows for Kyle Canyon on the east side of US 95, only this improvement is required. The exhibit defines the parallel sewer required as a 15-inch diameter.

Page 6) As Kyle Canyon is built out to 100% of the 9,000 unit scenario, this exhibit shows that there are no further offsite impacts from the east side of the project (per US 95). However, the west side of the project has now impacted the existing sewer in Fort Apache from Grand Teton to Severance. Similar to the previous discussion – the City indicated that this roughly 3,400 LF 18-inch diameter parallel sewer project in Fort Apache would also alleviate other backwater conditions in the system, and some improvements indicated in the March 23rd meeting were avoided. The exhibit confirms that in order to reach 100% build-out of Kyle Canyon in the 9,000 unit scenario, with the current balance of housing units between east and west, then these two projects will be required, totaling 8,296 LF of parallel sewers in the offsite system.

After discussion on the modeling exhibits, SHG and the City discussed how to interpret and summarize the offsite sewer impacts. The group agreed that, with relatively minor changes to reduce density on the east side of the project (with these units moved into the west side of the project if desired), a future wastewater master plan could likely be approved that could defer (but still require) the two parallel sewer projects at 80% build-out of 9,000 units. Or, offsite sewer projects could be avoided altogether if the total units developed in Kyle Canyon did not approach the approximately 80% build-out sewage generation figures studied.

In conclusion, SHG recommends that you assume that the two indicated offsite sewer projects will be required in order to reach 80% buildout, but that in furtherance of this, the revised Wastewater Master Plan will need to show that a small portion of the flows generated on the east side will either be reduced or moved into the west side of the project.

Best Regards,

Nicholas G. Golz, P.E.
Director of Water Resources

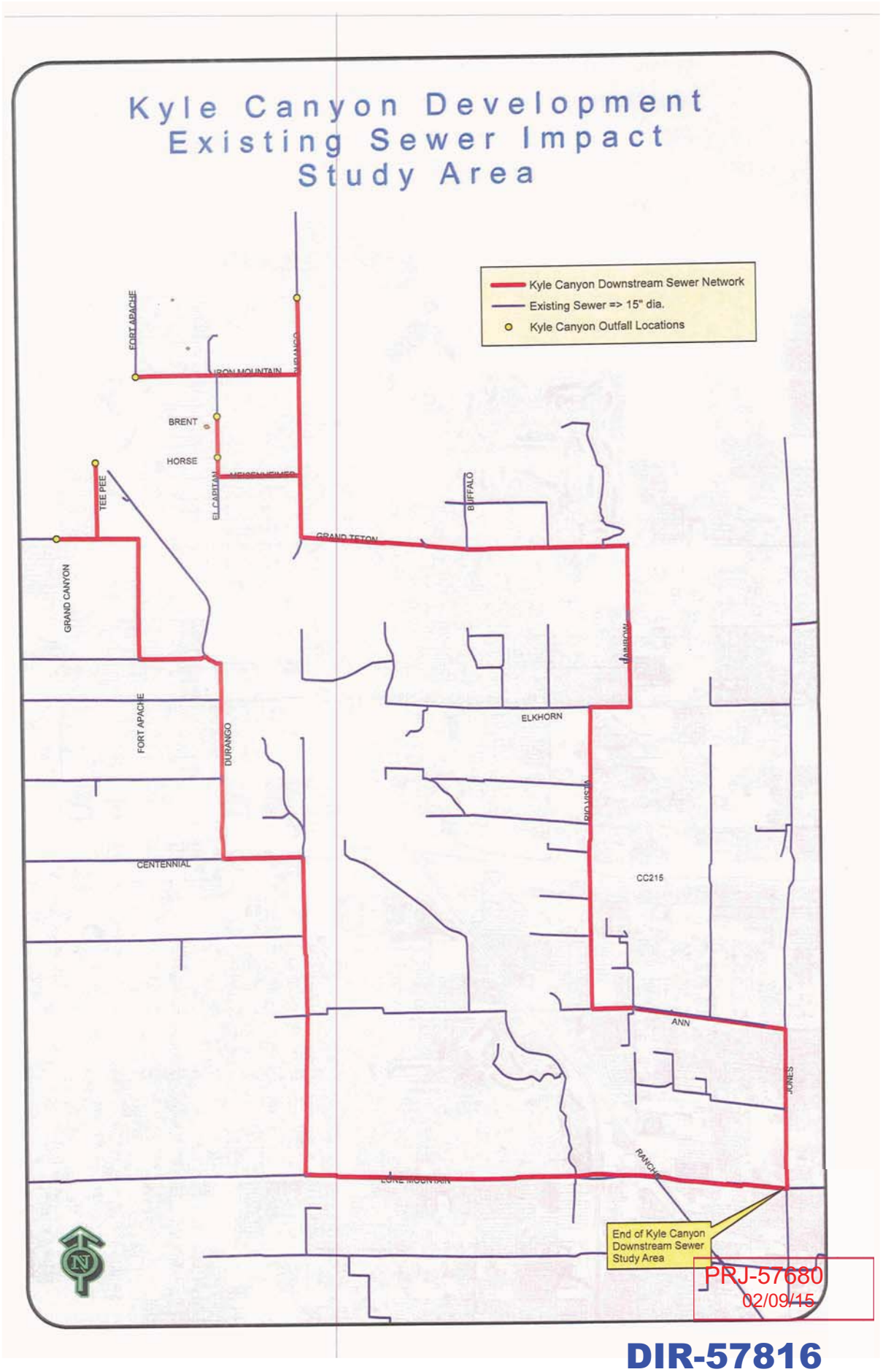
Attachments:

CLV Kyle Canyon Development Existing Sewer Impact (6 pages)

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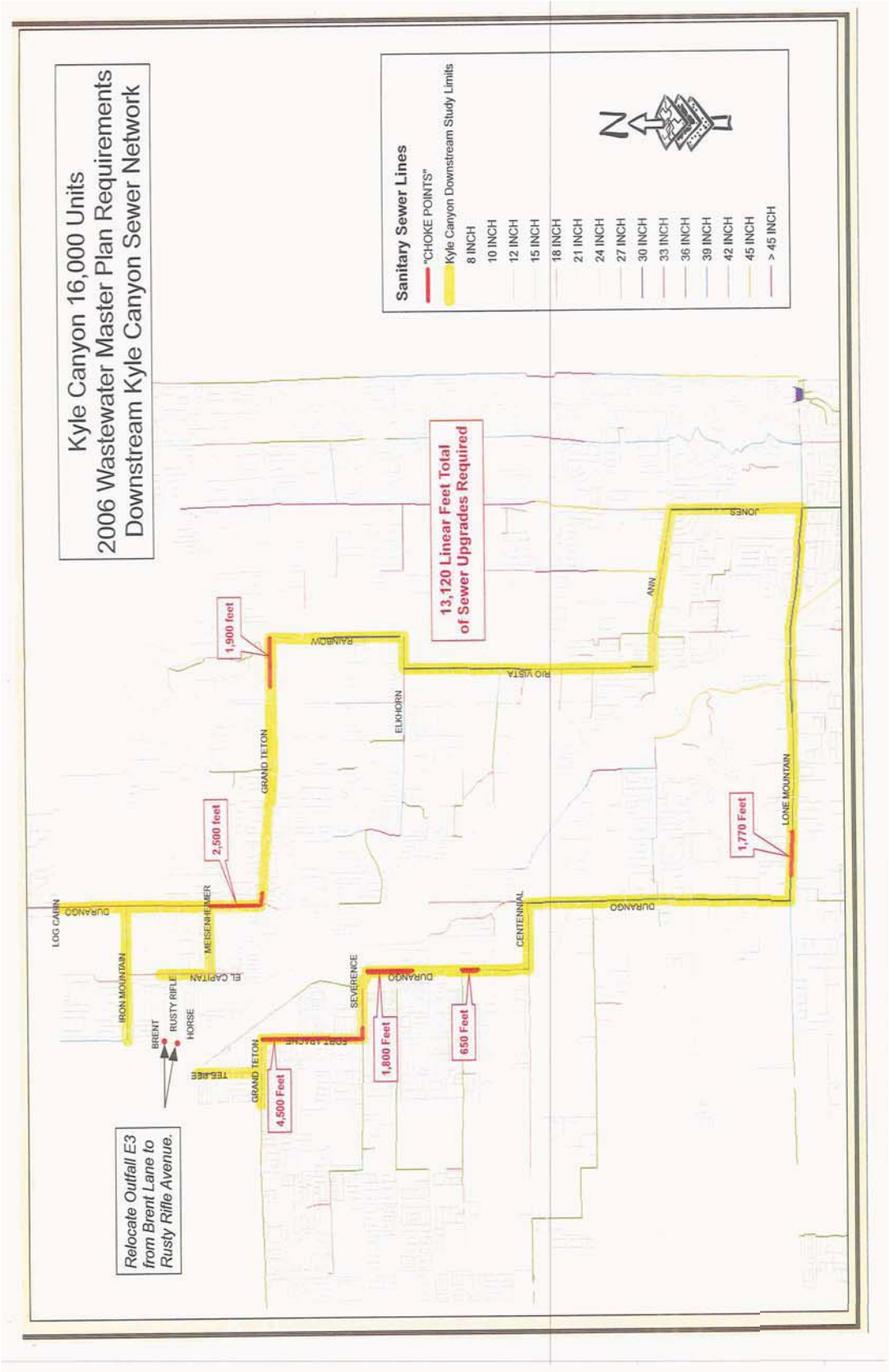
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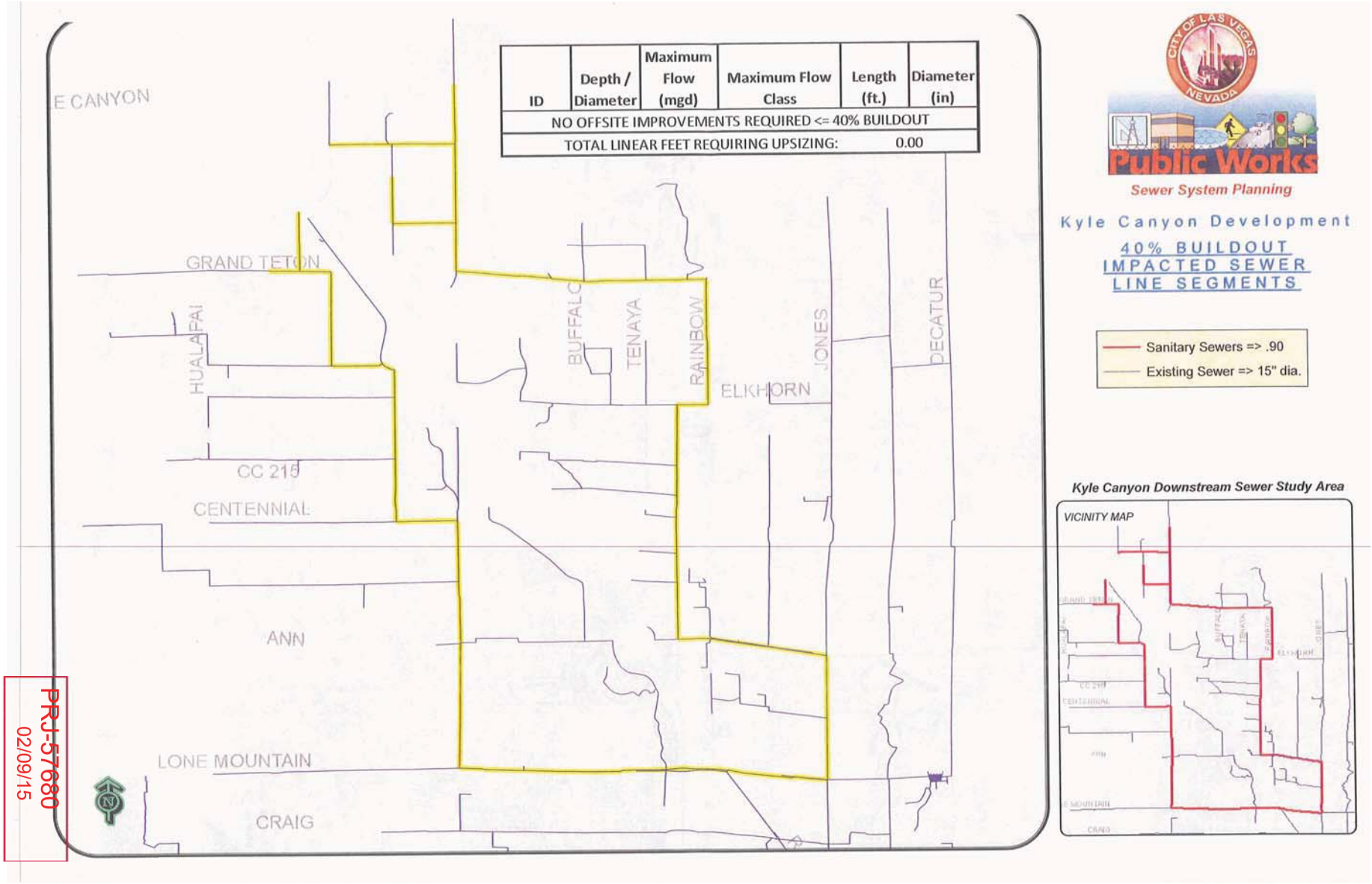


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02/09/15

EXHIBIT H
Revised February 6, 2015

ID	Depth / Diameter	Maximum Flow (mgd)	Maximum Flow Class	Length (ft.)	Diameter (in)
NO OFFSITE IMPROVEMENTS REQUIRED <= 40% BUILDOUT					
TOTAL LINEAR FEET REQUIRING UPSIZING:				0.00	



Public Works
Sewer System Planning

Kyle Canyon Development

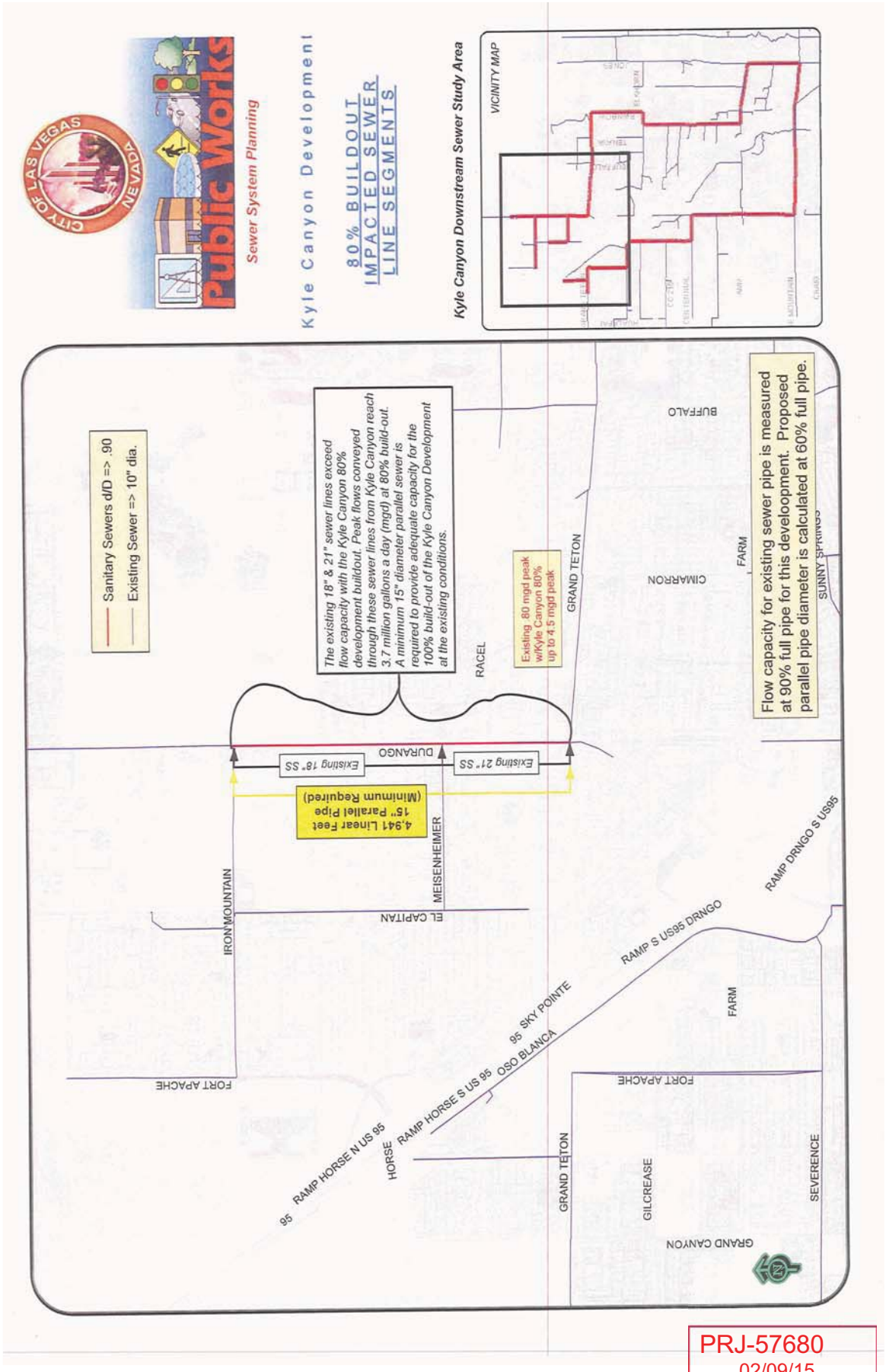
40% BUILDOUT
IMPACTED SEWER
LINE SEGMENTS

Sanitary Sewers => .90
Existing Sewer => 15" dia.

Kyle Canyon Downstream Sewer Study Area

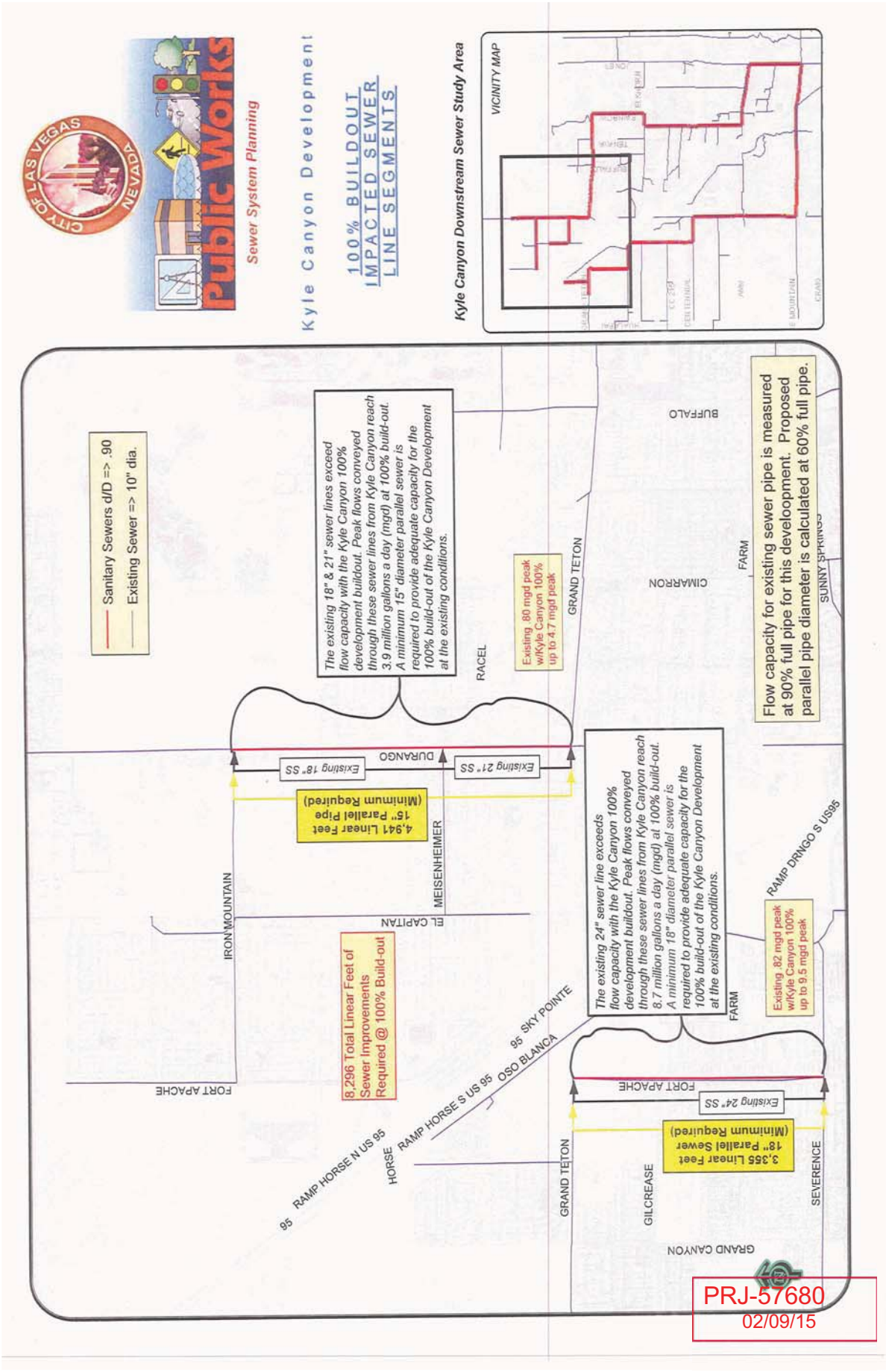
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DIR-57816



DIR-57816

PRJ-57680
02/09/15


CITY OF LAS VEGAS NEVADA
Public Works
Sewer System Planning
Kyle Canyon Development
100% BUILDOUT IMPACTED SEWER LINE SEGMENTS
Kyle Canyon Downstream Sewer Study Area
VICINITY MAP
Sanitary Sewers d/D => .90
Existing Sewer => 10" dia.
The existing 18" & 21" sewer lines exceed flow capacity with the Kyle Canyon 100% development buildout. Peak flows conveyed through these sewer lines from Kyle Canyon reach 3.9 million gallons a day (mgd) at 100% build-out. A minimum 15" diameter parallel sewer is required to provide adequate capacity for the 100% build-out of the Kyle Canyon Development at the existing conditions.
Existing .80 mgd peak w/Kyle Canyon 100% up to 4.7 mgd peak
Flow capacity for existing sewer pipe is measured at 90% full pipe for this development. Proposed parallel pipe diameter is calculated at 60% full pipe.
Existing 18" SS
Existing 21" SS
4,941 Linear Feet 15" Parallel Pipe (Minimum Required)
8,296 Total Linear Feet of Sewer Improvements Required @ 100% Build-out
The existing 24" sewer line exceeds flow capacity with the Kyle Canyon 100% development buildout. Peak flows conveyed through these sewer lines from Kyle Canyon reach 8.7 million gallons a day (mgd) at 100% build-out. A minimum 18" diameter parallel sewer is required to provide adequate capacity for the 100% build-out of the Kyle Canyon Development at the existing conditions.
Existing .82 mgd peak w/Kyle Canyon 100% up to 9.5 mgd peak
Existing 24" SS
3,355 Linear Feet 18" Parallel Sewer (Minimum Required)
RACEL
GRAND TETON
BUFFALO
CIMARRON
FARM
SUNNY SPRINGS
DURANGO
MEISENHEIMER
EL CAPITAN
IRON MOUNTAIN
FORT APACHE
RAMP DRNGO S US95
95 SKY POINTE
OSO BLANCA
RAMP HORSE S US 95
HORSE
95 RAMP HORSE N US 95
GILCREASE
SEVERENCE
GRAND CANYON
PRJ-57680
02/09/15

DIR-57816

SKYE CANYON DEVELOPMENT AGREEMENT

EXHIBIT I

BLM RIGHT OF WAY GRANT

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02/09/15

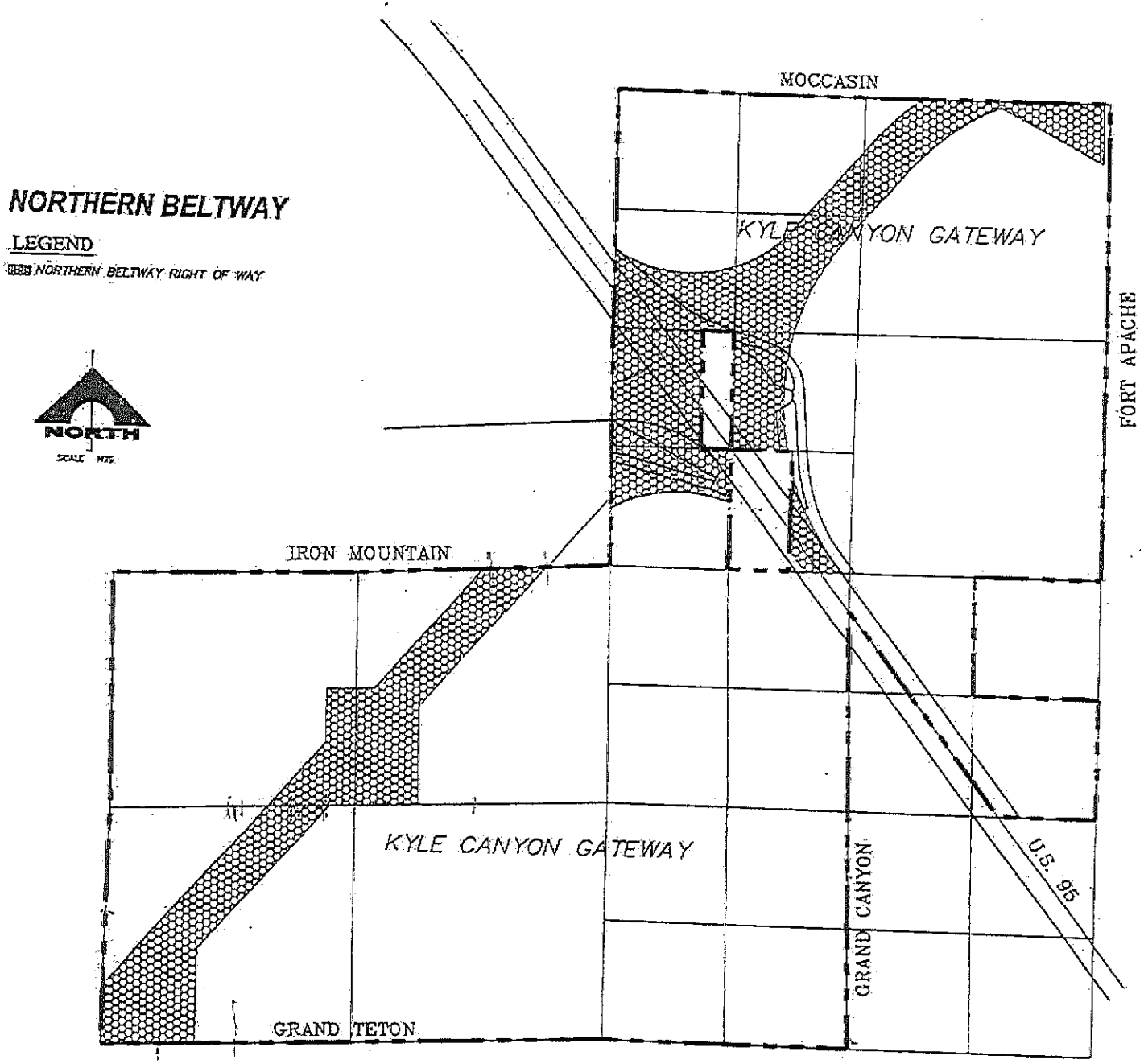


EXHIBIT I - EXISTING ROW

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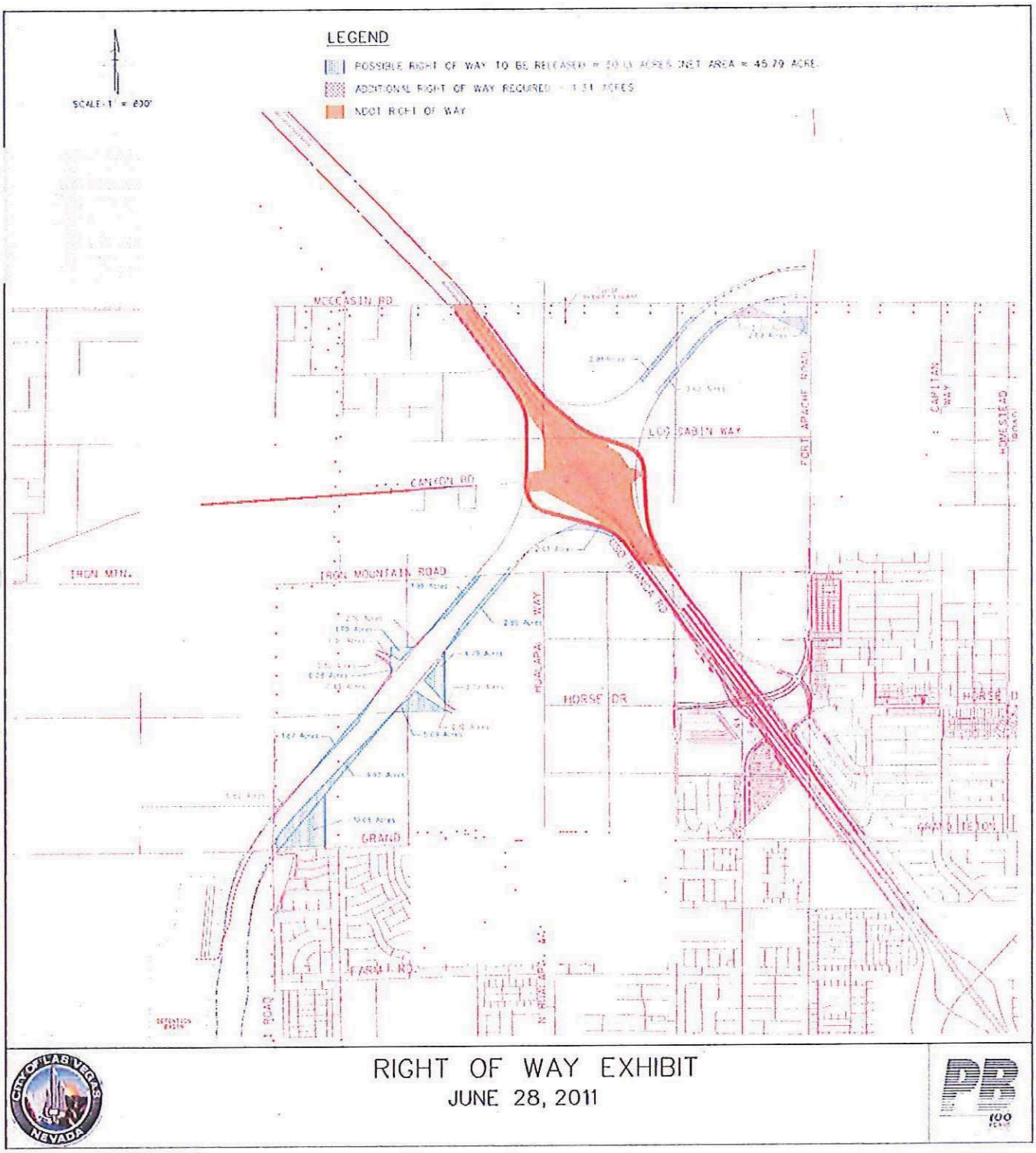
SKYE CANYON DEVELOPMENT AGREEMENT

EXHIBIT J

SHEEP MOUNTAIN PARKWAY RIGHT OF WAY REDUCTION

DIR-57816

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DIR-57816

PRJ-57680
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EXHIBIT K

TO SKYE CANYON DEVELOPMENT AGREEMENT

MEMORANDUM OF COST BETWEEN INTERIM AND PERMANENT DETENTION BASINS

(MEMORANDUM AND MAPS FOLLOW THIS PAGE)

DIR-57816

PRJ-57680
02/09/15

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS

Job No.: WCP0902.000

MEMORANDUM

TO: Mike Ross, P.E., Carwin Advisors

FROM: Mark J. Failla, P.E., CFM SHG

CC: Jerry Slater, P.E., SHG
Todd Steadham, P.E., SHG

DATE: 1/7/11

RE: Kyle Canyon Master Planned Community
Drainage Infrastructure Comparative Estimate of Probable Cost between
Interim Detention Basins Removal & Permanent Detention Basins

The following provides a conceptual comparative estimate of probable costs for drainage infrastructure directly related to removing interim detention basins located within the Sheep Mountain Parkway right-of-way and locating permanent detention basin(s) along the Puli Road alignment. The primary purpose of the assessment is to provide insight to the degree of cost difference between the two alternatives and not to provide an accurate cost accounting for construction. The cost comparison is limited to the receiving drainage facilities located downstream of the detention basin discharge locations. The cost assessment for the Interim Detention Basins Alternative assumes that the basins are removed and the downstream drainage facilities are designed for full 100-year storm flow conveyance. The Permanent Detention Basin Alternative assumes that the downstream drainage facilities are sized for the reduced detained 100-year storm flow. The design flows, facilities, quantities and costs identified in this memorandum are based on conceptual assessment of the site.

The following table provides a summary of design flows used for sizing each relevant drainage facility downstream of the detention basin(s) for each alternative.

Summary of Peak 100-Year Design Discharge		
Facility ID	Interim DB Removal Alternative (cfs)	Permanent DB Alternative (cfs)
1	1,175 P34W (190 cfs) + DB1 undetained (985 cfs)	153 DB outlet#1 (53cfs)+37.1ac@2.7cfs/ac
2	1,418 P40W (433 cfs) + DB1 undetained (985 cfs)	374 Fac.1 (153cfs)+81.8ac@2.7cfs/ac
3	2,271 PO1-PO8 (1,603 cfs)+230ac@2.7cfs/ac (621cfs)+P45W (47cfs)	834 DB outlet#1&2 (53cfs+113cfs)+230ac@2.7cfs/ac (621cfs) + P45W (47cfs)
4	3,618 Fac.3 (2271cfs)+P47W (1317cfs)+P49W (30cfs)	2,181 Fac.3 (834cfs)+P47W (1317cfs)+P49W (30cfs)
5	4,525 P51W-Ultimate (4525 cfs)	3,088 P51W-Ultimate (4525 cfs)-DB detained (1,437cfs)
6	4,579 F-10-Ultimate (4579 cfs)	3,142 F-10-Ultimate (4579 cfs)-DB detained (1,437cfs)
7	4,760 F-11-Ultimate (4760 cfs)	3,323 F-11-Ultimate (4760 cfs)-DB detained (1,437cfs)
8	10,897 F-5-Ultimate (10897 cfs)	9,460 F-5-Ultimate (10897 cfs)-DB detained (1,437cfs)

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The following table presents an estimate of probable cost for drainage facility infrastructure improvements associated with the Permanent Detention Basin Alternative.

Permanent DB Alternative - Associated Drainage Infrastructure Costs with Sheep Mountain Parkway					
Facility ID	Facility Description	Unit	Quantity	Unit Price	Cost
1	42-in RCP @3.0%	LF	2,185	$136	$297,160
2	66-in RCP @3.0%	LF	2,595	$325	$843,375
3	7'x5' RCB @3.0%	LF	1,070	$590	$631,300
4	12'x7' RCB @3.0%	LF	1,183	$1,000	$1,183,000
5	12'x7' RCB @3.5%	LF	1,492	$1,000	$1,492,000
6	Concrete Rect. Channel, 6.0'D, 22'BW, 0:1SS @2.7%	LF	2,752	$1,105	$3,040,960
7	Concrete Rect. Channel, 6.0'D, 22'BW, 0:1SS @2.7%	LF	793	$1,105	$876,265
8	Concrete Rect. Channel, 9.0'D, 25'BW, 0:1SS @3.1%	LF	1,928	$1,515	$2,920,920
				Subtotal	$11,284,980
				20% Contingency	$2,256,996
				Total	$13,541,976

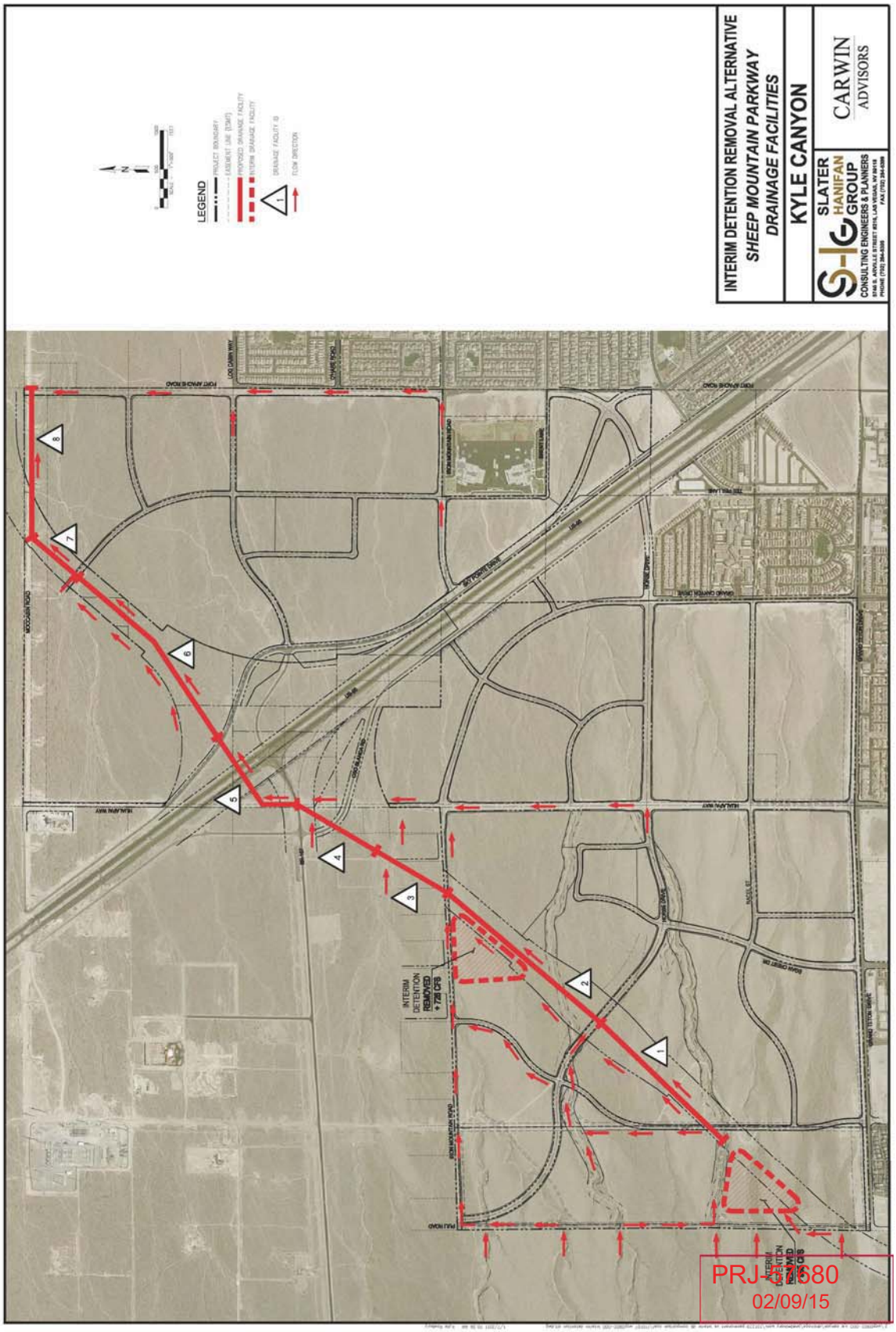
The following table presents an estimate of probable cost for drainage facility infrastructure improvements associated with the Interim Detention Basin Removal Alternative once the Sheep Mountain Parkway is designed/constructed.

Interim DB Removal Alternative - Associated Drainage Infrastructure Costs with Sheep Mountain Parkway					
Facility ID	Facility Description	Unit	Quantity	Unit Price	Cost
1	Concrete Rect. Channel, 5.0'D, 10'BW, 0:1SS @3.0%	LF	2,185	$700	$1,529,500
2	Concrete Rect. Channel, 5.0'D, 12'BW, 0:1SS @3.0%	LF	2,595	$800	$2,076,000
3	12'x7' RCB @3.0%	LF	1,070	$1,000	$1,070,000
4	18'x7' RCB @3.0%	LF	1,183	$1,390	$1,644,370
5	18'x7' RCB @3.5%	LF	1,492	$1,390	$2,073,880
6	Concrete Rect. Channel, 6.0'D, 28'BW, 0:1SS @2.7%	LF	2,752	$1,550	$4,265,600
7	Concrete Rect. Channel, 6.0'D, 28'BW, 0:1SS @2.7%	LF	793	$1,550	$1,229,150
8	Concrete Rect. Channel, 9.0'D, 28'BW, 0:1SS @3.1%	LF	1,928	$1,680	$3,239,040
	Decommission Detention Basin	LS	2	$250,000	$500,000
				Subtotal	$17,627,540
				20% Contingency	$3,525,508
				Total	$21,153,048

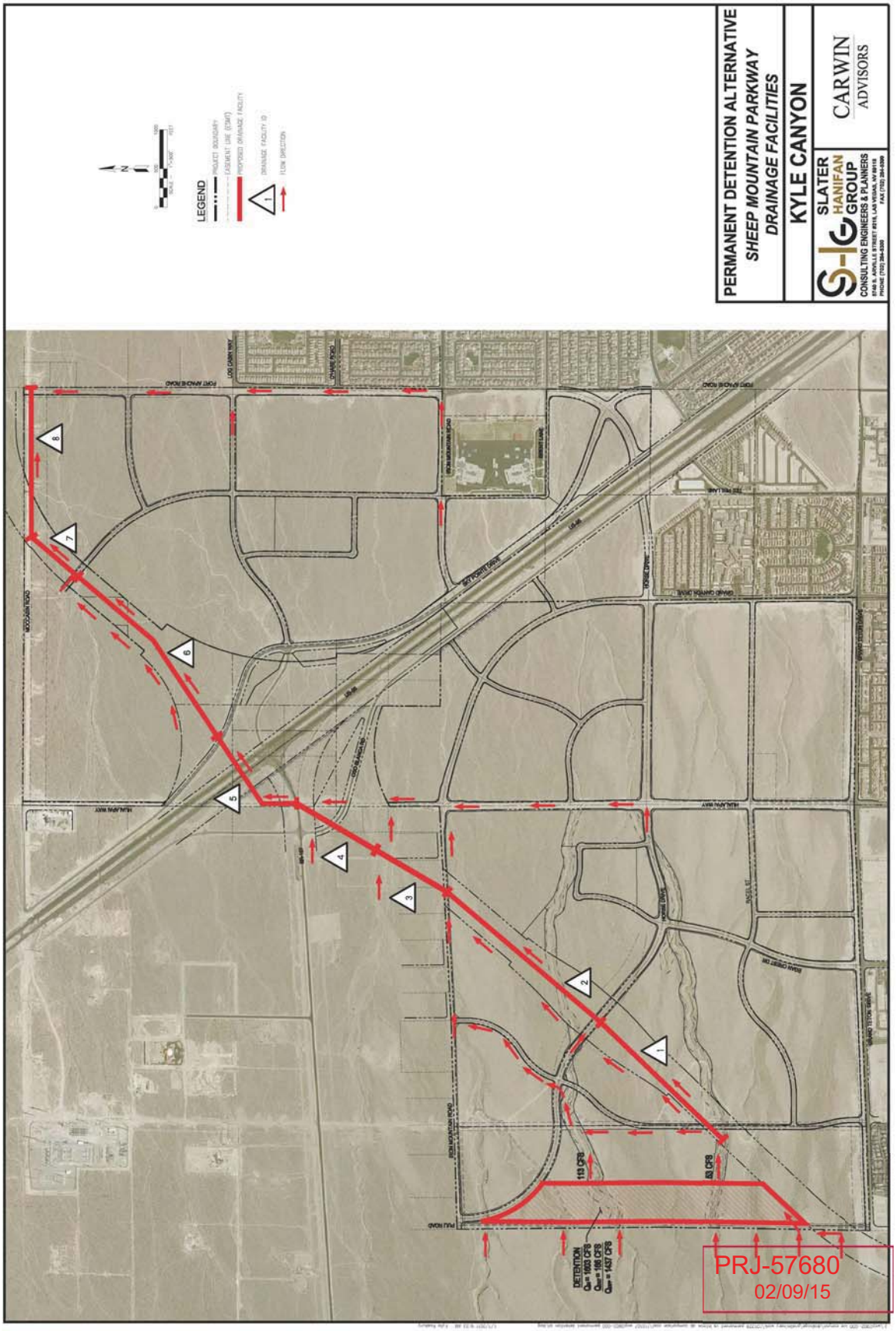
Review of the tables above indicates a potential $7,611,072 ($21,153,048-$13,541,976) cost benefit in providing a permanent detention basin upstream of the Sheep Mountain Parkway flood control facilities. It is noted that the cost assessment did not extend beyond Ft. Apache Road, however it should be expected that additional cost benefit would be realized for the extension of the facility to the east based on the reduced flow resulting from a permanent detention basin.

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02/09/15


INTERIM DETENTION REMOVAL ALTERNATIVE
SHEEP MOUNTAIN PARKWAY
DRAINAGE FACILITIES
KYLE CANYON
SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
CARWIN ADVISORS
LEGEND
PROJECT BOUNDARY
EASEMENT LINE (STAT)
PROPOSED DRAINAGE FACILITY
INTERIM DRAINAGE FACILITY
DRAINAGE FACILITY ID
FLOW DIRECTION
INTERIM DETENTION REMOVED +726 CFS
INTERIM DETENTION REMOVED +726 CFS
PRJ-57680
02/09/15

DIR-57816


PERMANENT DETENTION ALTERNATIVE
SHEEP MOUNTAIN PARKWAY
DRAINAGE FACILITIES
KYLE CANYON
SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
CARWIN ADVISORS
LEGEND
PROJECT BOUNDARY
EASEMENT LINE (ESMT)
PROPOSED DRAINAGE FACILITY
DRAINAGE FACILITY ID
FLOW DIRECTION
DETENTION
Qin= 1663 CFS
Qout= 166 CFS
Qout= 1437 CFS
115 CFS
45 CFS
PRJ-57680
02/09/15

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EXHIBIT L

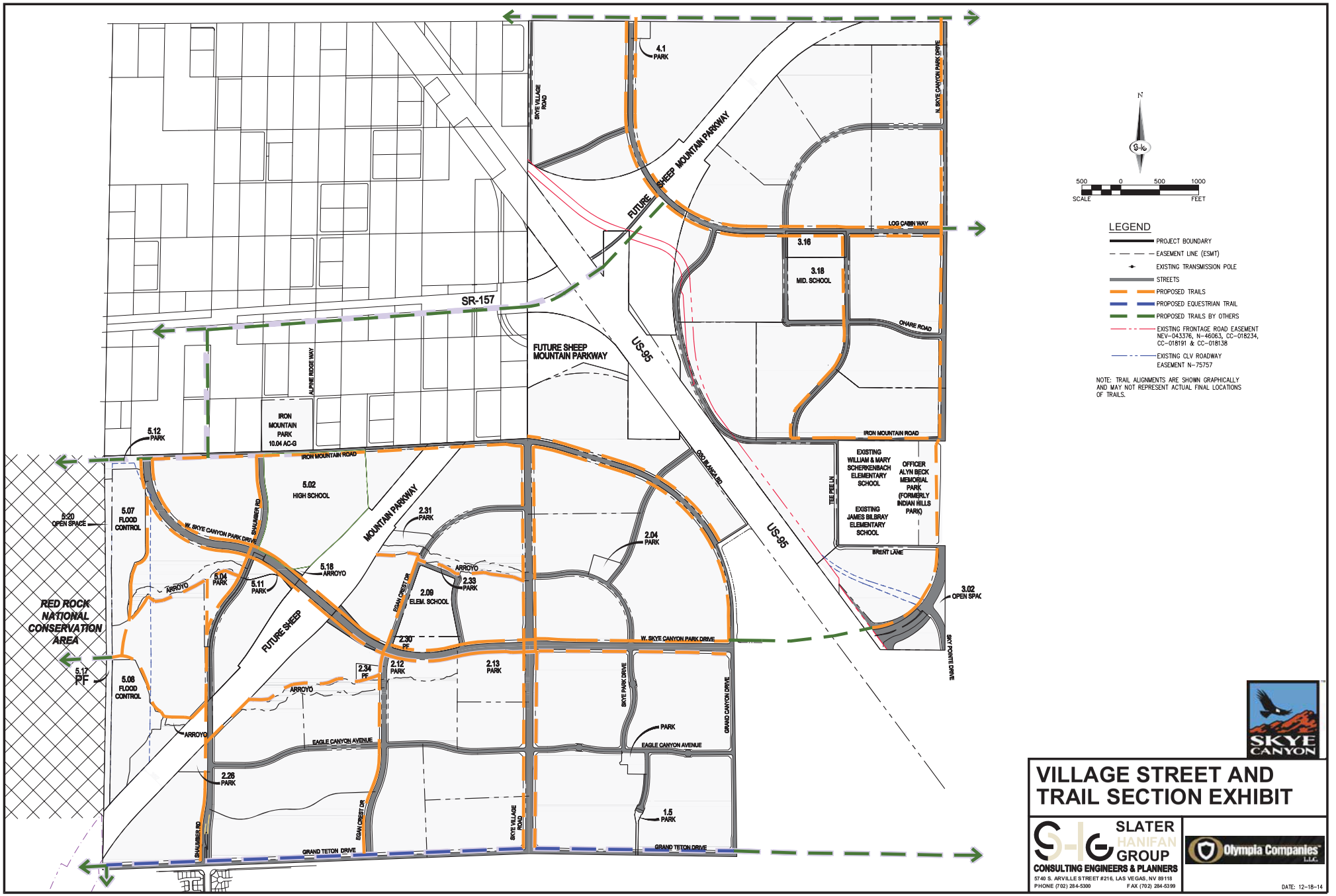
TO SKYE CANYON DEVELOPMENT AGREEMENT

VILLAGE STREET AND TRAIL SECTION

(MAP FOLLOWS THIS PAGE)

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VILLAGE STREET AND TRAIL SECTION EXHIBIT

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

Olympia Companies LLC

DATE: 12-18-14

DIR-57816 - REVISED

DEVELOPMENT AGREEMENT

EXHIBIT M

KYLE CANYON DEVELOPMENT STANDARDS

AND

ARCHITECTURAL DESIGN GUIDELINES

Revised February 6, 2015

DIR-57816

PRJ-57680
02/09/15

Development Standards

10.21.2011

KYLE CANYON

City of Las Vegas, Nevada
Planning & Development Department

Prepared For: CARWIN ADVISORS

Prepared By: SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS

ktgy Architecture+Planning

PRJ-57680
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October 21, 2011

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October 21, 2011

Introduction

Kyle Canyon is a master planned community consisting of approximately 1,650 acres in the northwest region of Las Vegas. It is located on either side of US 95 with the primary access from Horse Drive. The community, zoned for up to 9,000 dwelling units (maximum) features a variety of land uses and infrastructure improvements that enhance and protect the quality of life for residents and visitors alike.

Kyle Canyon Master Plan Land Use Categories

- *Residential Low (maximum 15 du/ac; average 5.49 du/ac)*
  The purpose of the Residential Low Category is to provide for the development of single-family detached dwellings, duplex units and other customary residential uses with an average density not to exceed 5.49 du/ac.

- *Residential Medium Low (maximum 15 du/ac; average 8.49 du/ac)*
  The purpose of the Residential Medium Low Category is to provide for the development of single-family detached dwellings, duplex units and other customary residential uses on a smaller lot size with an average density not to exceed 8.49 du/ac.

- *Residential Medium Low – Attached (maximum 25 du/ac; average 12.49 du/ac)*
  The purpose of the Residential Medium Low - Attached Category is to provide for the development of single-family detached dwellings on smaller lots, as well as single-family attached units and medium density apartments with an average density not to exceed 12.49 du/ac.

- *Blended Land Uses (maximum 50 du/ac; average 15 du/ac)*
  The Blended Land Use category is established to encourage the creation of dynamic neighborhoods that allow for a mix of residential and/or non-residential uses on the same site or within the same building with an average density not to exceed 15 du/ac.

- *General Commercial*
  The General Commercial land use category is intended to provide a broad range of retail shopping, personal services for both the general and travelling public. This category allows retail, service, automotive, wholesale, office and other general business uses.

- *Gaming*
  The intent of the Gaming land use category is to reflect the implementation of the provisions of LVMC Chapter 6.5 and State law that pertain to gaming enterprise districts.

- *Schools*
  The purpose of the Schools land use category is to provide for the development of new school sites to serve residents of Kyle Canyon and the surrounding areas.

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- *Parks and Open Space*
  The purpose of the Parks and Open Space land use category is to provide for active and passive recreational amenities, including natural open space, serving residents of Kyle Canyon and the surrounding area. Alcohol uses are subject to the approval of a special use permit.

- *Infrastructure including roadways, public facilities, detention basins, electrical sub-stations, utility easements, etc.*
  Within all Kyle Canyon land use categories, public facilities shall be in accordance with the Civic (C-V) category of the City of Las Vegas Unified Development Code.

Zoning

The Kyle Canyon Development Standards contained herein provide the Zoning criteria for the implementation of the residential land uses within the Kyle Canyon Master Plan. Where the Modified Standards are silent on a specific issue, the provisions of the City of Las Vegas Unified Development Code, Title 19, in effect at the time of adoption of the Kyle Canyon Development Standards shall apply and are so attached for reference. The following chart identifies the Kyle Canyon Land Use categories and the corresponding Kyle Canyon Development Standard categories that apply:

Kyle Canyon Land Use Category		Kyle Canyon Development Standard
L	Residential Low *(maximum 15 du/ac; average 5.49 du/ac)*	Kyle R-1, Kyle R-CL, Kyle R-2
ML	Residential Medium Low *(maximum 15 du/ac; average 8.49 du/ac)*	Kyle R-1, Kyle R-CL, Kyle R-2
ML-A	Residential Medium Low – Attached *(maximum 25 du/ac; average 12.49 du/ac)*	Kyle R-CL, Kyle R-TH, Kyle R-2, Kyle R-3
BLU	Blended Land Uses *(maximum 50 du/ac; average 15 du/ac)*	Kyle R-CL, Kyle R-TH, Kyle R-2, Kyle R-3, Kyle R-4, C-1, C-2, P-O, O
GC*	General Commercial	C-1, C-2, O
Gaming	Gaming	C-1, C-2, P-O, O

*Parcel 3.03 are limited to C-1

The following provisions are the specific modifications to the City of Las Vegas Unified Development Code, Title 19, which upon their adoption will be the governing standards for development within the Kyle Canyon Master Plan. The chapter number and descriptive titles refer to the Unified Development Code, Title 19, adopted March 16, 2011, which became effective May 1, 2011.

Design Review

All builder submittals to the City of Las Vegas for design review, modifications, or deviations shall be in accordance with Section 3 of the Kyle Canyon Development Agreement. In addition, all designated Builder

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submittals shall be reviewed and approved by the Master Developer's Design Review Committee prior to submittal to the City.

Restricted Uses

The Master Developer and/or Designated Builder shall satisfy all Code requirements for filing an application for a special use permit. Parcels 3.01 and 3.03 within the Community has specific conditions for commercial development. Parcels 3.01 and 3.03 shall be developed with the following conditions:

I. Parcel 3.03 (24.24 acre parcel) and 3.01 (4.70 acre parcel)

1. Mandatory neighborhood meetings shall be required for any Special Use Permit or Land Use designation changes.

2. The parcels are limited to C-1 development standards and permissible uses.

II. Parcel 3.03 (24.24 acre parcel)

1. Access to Brent Lane is prohibited.

2. A six (6) foot high decorative block wall shall be constructed along Brent Lane and shall comply with the Development Standards and Design Guidelines.

3. A thirty (30) foot intense landscape buffer along Brent Lane with a detached five (5) foot sidewalk included. A double row of twenty-four (24) inch boxed Mondale Pine Trees to be spaced fifteen (15) feet on center or similar species of tree and spacing required.

4. A tavern, liquor store, tattoo parlor/body piercing studio, sexually oriented business and a financial institution-specified is prohibited.

5. A site development plan review application is required for any development to address the specific conditions for development and is to be noticed as a public hearing.

III. Parcel 3.01 (4.70 acres) and 3.03 (24.24 acre parcel)

1. A tavern, liquor store, tattoo parlor/body piercing studio, sexually oriented business and a financial institution-specified is prohibited.

IV. Parcel 3.04 (29.71 acre parcel)

1. Direct vehicular access to Tee Pee Lane is prohibited. Gated emergency access and pedestrian access is permitted.

2. A six (6) foot high decorative block wall shall be constructed along Tee Pee Lane and shall comply with the Development Standards and Design Guidelines.

3. A thirty (30) foot intense landscape buffer along Tee Pee Lane with a detached five (5) foot sidewalk included. A double row of twenty-four (24) inch boxed Mondale Pine Trees to be spaced fifteen (15) feet on center or similar species of tree and spacing required.

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V. Triangular Open Space Parcel at the Intersection of Horse Drive and Fort Apache Road

1. The Master Developer shall install intense landscaping and maintain the parcel.

19.06.040
Residential Districts Development Standards

B. Building Placement

1. Projections into Setback Area

a. Architectural Features

- Change… "roof eaves" to "roof overhangs"
- add…"media niches, stairwell landings, wing walls, window and door pop-out surrounds, pot shelves, trim, shutters, and material veneers"
- add…"Such architectural features may or may not be supported by a foundation, as long as it does not increase living space."

C. Accessory Structures

2. (No Heading)

- delete…"No accessory structure is permitted in front of the primary structure unless the structure is side-loaded garage which is used strictly as an ancillary use and does not encroach into the front setback area."
- add…"Setbacks for front detached accessory structures, including casitas and side-loaded garages, shall be as described in the Modified Standards Tables. Casitas may include a kitchenette in which no oven and cook-top are provided."

E. Patio Covers

2. (No Heading)

- delete…"The height of the patio cover shall not exceed twelve feet."
- add the following:
  - "Single-story patio covers shall not exceed 16' in height, unless the patio is located within the overall building form of the primary structure, in which case the maximum height shall be the same as the primary structure."
  - "Covered sundecks shall not exceed the maximum height of the primary structure."

G. Parking

2. (No Heading)

- delete…"Parking on the public right of way may not be counted towards satisfying the requirement for on-site parking."

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- add…"On streets having a 60' right-of-way or less, parking on the public right-of-way within a development parcel may be counted toward multi-family guest parking requirements only."
- Add… "In multi-family development, parking shall conform to federal ADA standards."

H. Fences and Walls

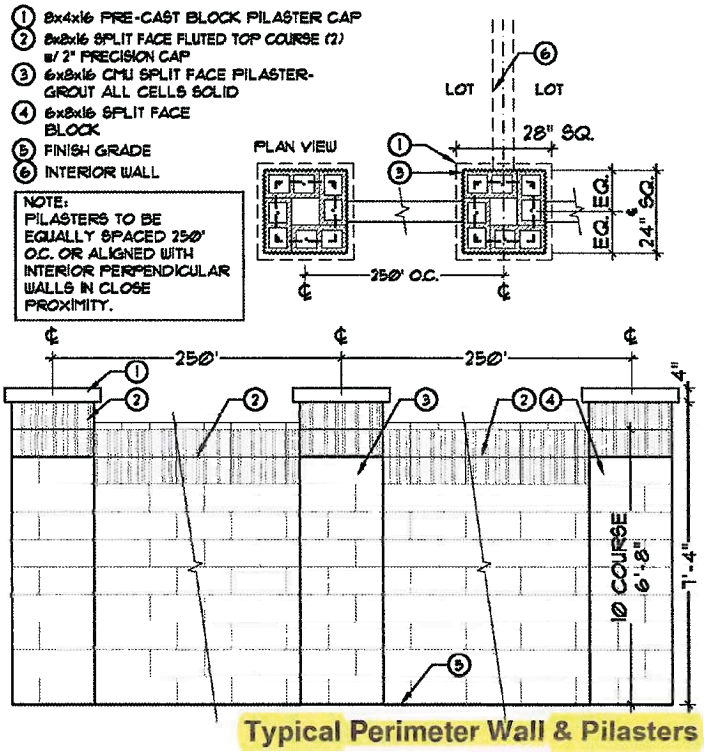
1. Front Yard Screen Wall Prohibition

- Delete: "No screen wall shall be built in the front yard of a residential property"
- Add: "Front Screen Walls, when provided, shall have the same minimum setback requirement as the main building."

3. Fences, Walls and Architectural Character

a. Perimeter Walls

- change sentence near end of first paragraph to read… "Subdivision perimeter pilasters abutting streets, common areas, or interior streets shall be eleven (11) courses as measured from the highest adjacent finished grade for an overall height of 7'-8", plus a 4" high Pre-Cast Cap on 24" square columns, spaced at approximately 250' o.c., with pilasters generally occurring at adjacent residential lot owners perpendicular property lines. Block shall be 6"x8"x16" split face, with two (2) rows fluted block at the two upper courses, and a 2" precision cap."



Typical Perimeter Wall & Pilasters

4. (Prohibited) Materials

c. Corrugated metal:

- Add … "unless used in a decorative manner consistent with the architecture of the project."

e. Untextured or unfinished concrete or block (CMU) walls:

- Add… "unless used in a decorative manner consistent with the architecture of the project."

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Kyle R-1 Single Family Residential District

STANDARD	Kyle R – 1 STANDARDS
Housing Types	Single Family Detached
Kyle Canyon Land Use Category	L, ML
Minimum Lot Size s.f.	4,500
Dwelling Units per Lot	1
Min. Lot Width	40' (30' at cul-de-sac or knuckle)
MINIMUM SETBACKS ***Refer to Exhibit 1 for Conventional Plotting Setback Diagrams.*** *All setbacks measured from property line. Corner side setbacks are subject to City of Las Vegas site visibility requirements.*	
Main Building	
• Front	10' to Living, Porch, or Attached Side Entry Garage 18' to face of Front Entry Garage Door
• Side	5'
• Corner Side	5' to Porch 10' to Living
• Rear	10' to Living
Detached Accessory Structure *(including Casita* & Detached Side-Entry Garages)*	
• Front	10'
• Side	3'
• Corner Side	10'
• Rear	3'
• Min. Separation to Main Bldg.	6'
• Size and Coverage	Not to exceed 50% of the floor area of the principal dwelling unit
Rear Patio Cover, Sundeck, Balcony *A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.* *A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.* *A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.*	
• Rear	5' to post or edge of sundeck or balcony 3' to roof overhang
• Side	5' to post or edge of sundeck or balcony 3' to roof overhang
• Corner Side	10' to post or edge of sundeck or balcony 8' to roof overhang
Courtyard Walls	
• Front	5'
• Side	0'
• Corner Side	5'
Max. Lot Coverage *The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.*	60%

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STANDARD	Kyle R – 1 STANDARDS
Housing Types	Single Family Detached
Max. Building Height *(Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)*	**Main Building** • 2 Stories max. • 35' max. height **Accessory Structure** Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less
Parking	2 unimpeded spaces per unit
Landscape Buffers and Turf Limitations	
• Minimum Zone Depths	• Adjacent to Right-of-Way: 6' or building setback, whichever is less • Interior Lot Lines: 0'
• Front Yard Area Turf Coverage	0%
WALLS AND FENCES	
Front Yard Wall/Fence	
• Max. primary wall height	5'
• Max. solid wall base height	2'
• Max. Pilaster height	18"
• Max. on-center distance between pilasters	Pilasters not required; When provided, maximum spacing of 100'
• Decorative Cap feature	5"
Front Yard Wall/Fence with Standard Stepback	
• Max. secondary wall height	2'
• Minimum spacing between wall sections – Outside Dimensions	5'
Perimeter and Retaining Walls with Slopes ≤2%	
• Max. Overall Height	10'
• Max. Perimeter Wall Height	6' – 8'
• Max. Retaining Wall Height	4'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls with Slopes > 2%	
• Max. Overall Height	12'
• Max. Perimeter Wall Height	6 – 8'
• Max. Retaining Wall Height	6'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls Standard Stepback	
• Max. Primary Wall Height	6 – 8'
• Max. Secondary Wall Height	4'

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STANDARD	Kyle R – 1 STANDARDS
Housing Types	Single Family Detached
• Min. spacing between wall sections – Inside Dimensions	4'
• Max. Pilaster Height	18"
• Min. spacing between wall sections – Outside Dimensions	5'

*Casita may include a kitchenette in which no oven and cook-top are provided.

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Kyle R-CL Single Family Compact Lot District

STANDARD	Kyle R – CL STANDARDS
Housing Types	Single Family Detached (Conventional, Cluster or Alley Configurations)
Kyle Canyon Land Use Category	L, ML, ML-A, BLU
Minimum Lot Size s.f.	Conventional: 2,000 Cluster or Alley: 2,000
Dwelling Units per Lot	Conventional: 1 Cluster or Alley: 1
Min. Lot Width	Conventional: 26' Cluster or Alley: 26'
MINIMUM SETBACKS ***Refer to Exhibit 1 for Conventional Plotting Setback Diagrams & Exhibit 2 for Cluster Plotting Diagrams.*** *All setbacks measured from property line. Corner side setbacks are subject to City of Las Vegas site visibility requirements.*	
Main Building	
• Front	**From Interior Street** 3' to Second Story Living over Garage 5' to Porch 10' to Single Story Living 14' to Second Story Living <5' or 18'+ to face of Garage Door [1] **From Court Street or Drive Aisle** 3' to Second Story Living over Garage 3' to Porch 5' to Single Story Living 5' to Second Story Living <5' or18'+ to face of Garage Door [1] **From Paseo or Common Open Space** 0' to Porch 0' to Single Story Living 0' to Second Story Living
• Side	6' (combined both sides) The side yard setbacks may be configured in any manner that conforms to the International Building Code and results in maintaining the total side yard setback width required on each lot. Reciprocal Use and Maintenance Easements are permitted where a portion of one lot is used for the exclusive use and enjoyment of an adjoining lot. In such cases the minimum distance between structures shall be 6'. When Reciprocal Use Easements are used, an Optional HOA Easement may be established for front and side yard areas. Any improvements within the HOA Easement area must be approved by the HOA. Structural elements such as patio covers, balconies, decks, trellises, outdoor fireplaces or other similar elements shall not encroach beyond the Property Line of the unit it serves. Refer to Exhibit 3.
• Corner Side	5' to Porch, Portico or similar element 10' to Living
• Rear (with No Alley)	5'
• Rear (with Alley)	3' to Second Story Living over Garage 3' to Porch 5' to Single Story Living 5' to Second Story Living <5' or 18'+ to face of Garage Door [1]

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STANDARD	Kyle R – CL STANDARDS
Housing Types	Single Family Detached (Conventional, Cluster or Alley Configurations)
Detached Accessory Structures (Detached Accessory Structures are allowed on lots 3,500 square feet and larger only)	
• Front	Same as Main Building
• Side	3'
• Corner Side	10'
• Rear	3'
• Min. Separation to Main Bldg.	6'
• Size and Coverage	Not to exceed 50% of the floor area of the principal dwelling unit
Rear Patio Cover, Sundeck, Balcony *A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.* *A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.* *A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.*	
• Rear	5' to post or edge of sundeck or balcony 3' to roof overhang
• Side	5' to post or edge of sundeck or balcony 3' to roof overhang
• Corner Side	5' to post or edge of sundeck or balcony 3' to roof overhang
Courtyard Walls	
• From Interior Street	2'
• From Court Street, Drive Aisle or Alley	2'
• From Paseo or Common Open Space	0'
Min. Distance Between Buildings	6' between principal structures
Max. Lot Coverage *The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.*	70%
Max. Building Height (ft) *(Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)*	**Main Building** 3 Stories max ; 38' max. **Accessory Structure** Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less
Parking	2 unimpeded spaces per unit with at least one space in an enclosed garage
Landscape Buffers and Turf Limitations	
• Minimum Zone Depths	• Adjacent to Right-of-Way: 6' or building setback, whichever is less • Interior Lot Lines: 0'
• Front Yard Area Turf Coverage	0%

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STANDARD	Kyle R – CL STANDARDS
Housing Types	Single Family Detached (Conventional, Cluster or Alley Configurations)
WALLS AND FENCES	
Front Yard Wall/Fence	
• Max. primary wall height	5'
• Max. solid wall base height	2'
• Max. Pilaster height	18"
• Max. on-center distance between pilasters	Pilasters not required; When provided, maximum spacing of 100'
• Decorative Cap feature	5"
Front Yard Wall/Fence with Standard Stepback	
• Max. secondary wall height	2'
• Minimum spacing between wall sections – Outside Dimensions	5'
Perimeter and Retaining Walls with Slopes ≤2%	
• Max. Overall Height	10'
• Max. Perimeter Wall Height	6 – 8'
• Max. Retaining Wall Height	4'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls with Slopes > 2%	
• Max. Overall Height	12'
• Max. Perimeter Wall Height	6 – 8'
• Max. Retaining Wall Height	6'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls Standard Stepback	
• Max. Primary Wall Height	6 – 8'
• Max. Secondary Wall Height	4'
• Min. spacing between wall sections – Inside Dimensions	4'
• Max. Pilaster Height	18"
• Min. spacing between wall sections – Outside Dimensions	5'

[1] 12% maximum driveway slopes. No inverted crown streets will be permitted. Front driveway length to be measured from back of sidewalk or back of curb where sidewalk does not exist.

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Kyle R-TH Single Family Attached District

STANDARD	Kyle R – TH STANDARDS
Housing Types	Single Family Attached Residences
Kyle Canyon Land Use Category	ML-A, BLU
Min. Lot Size s.f.	1,280
DU's per Lot	1
Min. Lot Width (ft)	16'
MINIMUM SETBACKS ***Refer to Exhibit 1 for Conventional Plotting Setback Diagrams and Exhibit 2 for Cluster Plotting Setback Diagrams.*** *All setbacks measured from property line. Corner side setbacks are subject to City of Las Vegas site visibility requirements. All setbacks are subject to the Residential Adjacency Standards described in the City of Las Vegas Unified Development Code, Section 19.06.040, Sub-section I.*	
Main Buildings	
• Front	• From Interior Street 3' to Second Story Living over Garage 5' to Porch 8' to Single Story Living 12' to Second Story Living <5' or 18'+ to face of Garage Door [1] • From Court St. or Drive Aisle 3' to Second Story Living over Garage 3' to Porch 5' to Single Story Living 5' to Second Story Living <5' or18'+ to face of Garage Door [1] • From Paseo or Common Open Space 0' to Porch 0' to Single Story Living 0' to Second Story Living
• Side	0' at common wall 3' at building end wall
• Corner Side	5'
• Rear	• Rear Yard with No Alley 5' • Rear Yard from Alley 3' to Second Story Living over Garage (cantilevered) 3' to Porch, Portico, Courtyard Wall or similar element 5' to Single Story Living 5' to Second Story Living <5' or 18'+ to face of Garage Door [1]
Detached Accessory Structures	
• Min. Separation to Main Bldg.	6'
• Size and Coverage	Not to exceed 50% of the floor area of the principal dwelling unit

Rear Patio Cover, Sundeck, Balcony

A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.

A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.

A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.

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STANDARD	Kyle R – TH STANDARDS
Housing Types	Single Family Attached Residences
• Rear	5' to post or edge of sundeck or balcony 3' to roof overhang
• Side	5' to post or edge of sundeck or balcony 3' to roof overhang
• Corner Side	5' to post or edge of sundeck or balcony 3' to roof overhang
Courtyard Walls	
• From Interior Street	2'
• From Court Street, Drive Aisle or Parking	2'
• From Paseo or Common Open Space	0'
• From Parcel Boundary Adjacent to Perimeter Street	10'
• From Adjacent Parcel PL	10'
Min. Distance Between Buildings *(Primary Walls are those walls which contain the primary glazing and/or private outdoor space per unit. All other elevations are considered Secondary Walls.)*	6'
Max. Lot Coverage *The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.*	95%
Max. Building Height *(Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)*	**Main Building** 3 stories max ; 45 feet max. **Accessory Structure** Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less
Parking	1 unimpeded space per dwelling unit, plus 1 guest parking space per 6 units
Landscape Buffers and Turf Limitations	
• Minimum Zone Depths	• Adjacent to Right-of-Way: 6' or building setback, whichever is less • Interior Lot Lines: 0'
• Parking Lot Screening	Screening from adjacent roadways shall be provided
• Turf Coverage	0%
WALLS AND FENCES	
Front Yard Wall/Fence	
• Max. primary wall height	5'
• Max. solid wall base height	2'
• Max. Pilaster height	18"
• Max. on-center distance between pilasters	Pilasters not required; When provided, maximum spacing of 100'
• Decorative Cap feature	5"

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STANDARD	Kyle R – TH STANDARDS
Housing Types	Single Family Attached Residences
Front Yard Wall/Fence with Standard Stepback	
• Max. secondary wall height	2'
• Minimum spacing between wall sections – Outside Dimensions	5'
Perimeter and Retaining Walls with Slopes ≤2%	
• Max. Overall Height	10'
• Max. Perimeter Wall Height	6 – 8'
• Max. Retaining Wall Height	4'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls with Slopes > 2%	
• Max. Overall Height	12'
• Max. Perimeter Wall Height	6 – 8'
• Max. Retaining Wall Height	6'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls Standard Stepback	
• Max. Primary Wall Height	6 – 8'
• Max. Secondary Wall Height	4'
• Min. spacing between wall sections – Inside Dimensions	4'
• Max. Pilaster Height	18"
• Min. spacing between wall sections – Outside Dimensions	5'

[1] 12% maximum driveway slopes. No inverted crown streets will be permitted. Front driveway length to be measured from back of sidewalk or back of curb where sidewalk does not exist.

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Kyle R-2 Medium-Low Density Residential District

STANDARD	Kyle R - 2 STANDARDS
Housing Types	Single Family Detached, Duplex & Townhome Units (Conventional, Cluster or Alley configurations)
Kyle Canyon Land Use Category	L, ML, ML-A, BLU
Minimum Lot Size s.f.	Conventional: 2,000 Cluster or Alley: 2,000
Units per Gross Acre	6-12
Min. Lot Width	NA
MINIMUM SETBACKS ***Refer to Exhibit 1 for Conventional Plotting Setback Diagrams & Exhibit 2 for Cluster Plotting Diagrams.*** *All setbacks measured from property line. Corner side setbacks are subject to City of Las Vegas site visibility requirements.*	
Main Building	
• Front	**From Interior Street** 3' to Second Story Living over Garage 5' to Porch 10' to Single Story Living 14' to Second Story Living <5' or 18'+ to face of Garage Door [1] **From Court Street or Drive Aisle** 3' to Second Story Living over Garage 3' to Porch 5' to Single Story Living 5' to Second Story Living <5' or18'+ to face of Garage Door [1] **From Paseo or Common Open Space** 0' to Porch 0' to Single Story Living 0' to Second Story Living
• Side	0' at common wall 3' at building end wall
• Corner Side	5'
• Rear	**Rear Yard with No Alley** 5' **Rear Yard with Alley** 3' to Second Story Living over Garage (cantilevered) 3' to Porch 5' to Single Story Living 5' to Second Story Living <5' or 18'+ to face of Garage Door [1]
Detached Accessory Structures	
• Front	Same as Main Building
• Side	3'
• Corner Side	5'
• Rear	3'
• Min. Separation to Main Bldg.	6'
• Size and Coverage	Not to exceed 50% of the floor area of the principal dwelling unit

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STANDARD	Kyle R - 2 STANDARDS
Housing Types	Single Family Detached, Duplex & Townhome Units (Conventional, Cluster or Alley configurations)
Rear Patio Cover, Sundeck, Balcony *A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.* *A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.* *A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.*	
• Rear	5' to post or edge of sundeck or balcony 3' to roof overhang
• Side	5' to post or edge of sundeck or balcony 3' to roof overhang
• Corner Side	5' to post or edge of sundeck or balcony 3' to roof overhang
Courtyard Walls	
• From Interior Street	2'
• From Court Street, Drive Aisle or Alley	2'
• From Paseo or Common Open Space	0'
• Corner Side	2'
Min. Distance Between Buildings	6'
Max. Lot Coverage *The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.*	NA
Max. Building Height *(Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)*	**Main Building** 3 Stories max ; 38' max. **Accessory Structure** Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less
Parking	2 unimpeded spaces per unit with at least one space in an enclosed garage
Landscape Buffers and Turf Limitations	
• Minimum Zone Depths	• Adjacent to Right-of-Way: 6' or building setback whichever is less • Interior Lot Lines: 0'
• Front Yard Area Turf Coverage	0%
WALLS AND FENCES	
Front Yard Wall/Fence	
• Max. primary wall height	5'
• Max. solid wall base height	2'
• Max. Pilaster height	18"
• Max. on-center distance between pilasters	Pilasters not required; When provided, maximum spacing of 100'
• Decorative Cap feature	5"

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STANDARD	Kyle R - 2 STANDARDS
Housing Types	Single Family Detached, Duplex & Townhome Units (Conventional, Cluster or Alley configurations)
Front Yard Wall/Fence with Standard Stepback	
• Max. secondary wall height	2'
• Minimum spacing between wall sections – Outside Dimensions	5'
Perimeter and Retaining Walls with Slopes ≤2%	
• Max. Overall Height	10'
• Max. Perimeter Wall Height	6 – 8'
• Max. Retaining Wall Height	4'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls with Slopes > 2%	
• Max. Overall Height	12'
• Max. Perimeter Wall Height	6 – 8'
• Max. Retaining Wall Height	6'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls Standard Stepback	
• Max. Primary Wall Height	6 – 8'
• Max Secondary Wall Height	4'
• Min. spacing between wall sections – Inside Dimensions	4'
• Max. Pilaster Height	18"
• Min. spacing between wall sections – Outside Dimensions	5'

[1]12% maximum driveway slopes. No inverted crown streets will be permitted. Front driveway length to be measured from back of sidewalk or back of curb where sidewalk does not exist.

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Kyle R-3 Medium Density Residential

STANDARD	Kyle R – 3 STANDARDS
Housing Types	Duplex And Townhome Units (Conventional, Cluster or Alley configurations) And Medium Density Apartments
Kyle Canyon Land Use Category	ML-A, BLU
Min. Lot Size s.f.	**Duplex and Townhome Units** Conventional: 1,800 Cluster or Alley: 1,800 **Medium Density Apartments** No Minimum
DU's per Gross Ac.	13-50
Min. Lot Width (ft)	NA
MINIMUM SETBACKS ***Refer to Exhibit 1 for Conventional Plotting Setback Diagrams, Exhibit 2 for Cluster Plotting Setback Diagrams and Exhibit 4 for Medium Density Apartment Setback Diagram.*** *All setbacks measured from property line. Corner side setbacks are subject to City of Las Vegas site visibility requirements. All setbacks are subject to the City of Las Vegas Unified Development Code Residential Adjacency Standards described in Section 19.06.040, Sub-section I.*	
Main Buildings	
• Front	**Duplex and Townhome Units** • From Interior Street 3' to Second Story Living over Garage 5' to Porch 8' to Single Story Living 10' to Second Story Living <5' or 18'+ to face of Garage Door [1] • From Court St. or Drive Aisle 3' to Second Story Living over Garage 3' to Porch 5' to Single Story Living 5' to Second Story Living <5' or18'+ to face of Garage Door [1] • From Interior Paseo or Interior Common Open Space 0' to Porch 0' to Single Story Living 0' to Second Story Living **Medium Density Apartments** 10'
• Side	**Duplex and Townhome Units** 0' at common wall 3' at building end wall **Medium Density Apartments** 5'
• Corner Side	**Duplex and Townhome Units** 5' **Medium Density Apartments** 5'

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STANDARD	Kyle R – 3 STANDARDS
Housing Types	Duplex And Townhome Units (Conventional, Cluster or Alley configurations) And Medium Density Apartments
• Rear	**Duplex and Townhome Units** • Rear Yard with No Alley 5' • Rear Yard from Alley 3' to Second Story Living over Garage (cantilevered) 3' to Porch, Portico, Courtyard Wall or similar element 5' to Single Story Living 5' to Second Story Living <5' or 18'+ to face of Garage Door [1] **Medium Density Apartments** • From common Property Line between two adjacent parcels: 10' to Porch 10' to Living • From Property Line adjacent to Community Open Space 10' to Porch 10' to Living
Accessory Structures *Accessory structures for R-3 Medium Density Apartment housing types may include but are not limited to leasing offices, pool buildings and cabanas, pool equipment buildings, clubhouse and recreation buildings, detached garages and storage buildings, and other similar structures that are customary for R-3 Medium Density housing types. Kitchen facilities for catering purposes only are allowed.*	
• Front	Same as Main Building
• Side	3'
• Corner Side	5'
• Rear	3'
• Min. Separation to Main Bldg.	6'
• Size and Coverage	NA
Rear Patio Cover, Sundeck, Balcony *A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.* *A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.* *A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.*	
• Rear	**Duplex and Townhome Units** 5' to patio cover post or edge of sundeck or balcony 3' to roof overhang
• Side	5' to patio cover post or edge of sundeck or balcony 3' to roof overhang
• Corner Side	5' to patio cover post or edge of sundeck or balcony 3' to roof overhang
• Rear	**Medium Density Apartments** 5' to patio cover post or edge of sundeck or balcony 3' to roof overhang
• Side	5' to patio cover post or edge of sundeck or balcony 3' to roof overhang

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STANDARD	Kyle R – 3 STANDARDS
Housing Types	Duplex And Townhome Units (Conventional, Cluster or Alley configurations) And Medium Density Apartments
• Corner Side	5' to patio cover post or edge of sundeck or balcony 3' to roof overhang
Courtyard Walls	
• From Interior Street	2'
• From Court Street, Drive Aisle or Parking	2'
• From Paseo or Common Open Space	0'
• From Parcel Boundary Adjacent to Perimeter Street in Med. Density Apartment sites.)	10'
• From Adjacent Parcel PL in Med. Density Apartment sites	10'
Min. Distance Between Buildings	**Duplex and Townhome Units** 6' **Medium Density Apartments** 10'
Max. Lot Coverage *The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.*	NA
Max. Building Height *(Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)*	**Main Building** 5 Stories max.; 60' max. **Accessory Structure** Not to exceed 3 stories, 38 feet in height or the height of the principal dwelling unit, whichever is less
Parking	**Duplex and Townhome Units** 2 unimpeded spaces per unit with at least one space in an enclosed garage, plus 1 guest space for every 6 units. Project on-street parking can be counted toward guest parking requirement. **Medium Density Apartments** SR Apt: .75/unit All others: 1 guest space for every 6 units, *plus* Studio & 1 BR 1.25/unit 2 BR 1.75/unit 3 BR & Above 2/unit Project on-street parallel parking, if any, shall conform to UDC requirements and can be counted toward guest parking requirement. Adopted City of Las Vegas parallel parking space standards apply.

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STANDARD	Kyle R – 3 STANDARDS
Housing Types	Duplex And Townhome Units (Conventional, Cluster or Alley configurations) And Medium Density Apartments
Landscape Buffers and Turf Limitations	
• Minimum Zone Depths	• Adjacent to Right-of-Way : 10' or building setback, whichever is less • Interior Lot Lines: 6'
• Turf Coverage	Max. 30% of landscapable area
WALLS AND FENCES	
Front Yard Wall/Fence	
• Max. primary wall height	5'
• Max. solid wall base height	2'
• Max. Pilaster height	18"
• Max. on-center distance between pilasters	Pilasters not required; When provided, maximum spacing of 100'
• Decorative Cap feature	5"
Front Yard Wall/Fence with Standard Stepback	
• Max. secondary wall height	2'
• Minimum spacing between wall sections – Outside Dimensions	5'
Perimeter and Retaining Walls with Slopes ≤2%	
• Max. Overall Height	10'
• Max. Perimeter Wall Height	6 – 8'
• Max. Retaining Wall Height	4'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls with Slopes > 2%	
• Max. Overall Height	12'
• Max. Perimeter Wall Height	6 – 8'
• Max. Retaining Wall Height	6'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls Standard Stepback	
• Max. Primary Wall Height	6 – 8'
• Max. Secondary Wall Height	4'
• Min. spacing between wall sections – Inside Dimensions	4'
• Max. Pilaster Height	18"
• Min. spacing between wall sections – Outside Dimensions	5'

[1] 12% maximum driveway slopes. No inverted crown streets will be permitted. Front driveway length to be measured from back of sidewalk or back of curb where sidewalk does not exist.

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Kyle R-4 High Density Residential District

STANDARD	Kyle R-4 STANDARDS
Housing Types	High density apartments units
Kyle Canyon Land Use Category	BLU
Minimum Lot Size s.f.	No minimum
Dwelling Units per Gross Acre	Unlimited
Min. Lot Width	NA
MINIMUM SETBACKS ***Refer to Exhibit 4 for High Density Apartment Setback Diagram.*** *All setbacks measured from property line. Corner side setbacks are subject to City of Las Vegas site visibility requirements. All setbacks are subject to the City of Las Vegas Unified Development Code Residential Adjacency Standards described in Section 19.06.040, Sub-section I.*	
Main Buildings	
• Front	10'
• Side	5'
• Corner Side	5'
• Rear	• From common Property Line between two adjacent parcels 10' to Porch 10' to Living • From Property Line adjacent to Community Open Space 10' to Porch 10' to Living
Accessory Structures *Accessory structures in R-4 categories may include but are not limited to leasing offices, pool buildings and cabanas, pool equipment buildings, clubhouse and recreation buildings, detached garages and storage buildings, and other similar structures that are customary for R-4 housing types. Kitchen facilities for catering purposes only are allowed.*	
• Front	Same as Main Building
• Side	3'
• Corner Side	5'
• Rear	3'
• Min. Separation to Main Bldg.	6'
• Size and Coverage	NA
Rear Patio Cover, Sundeck or Balcony *A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.* *A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.* *A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.*	
• Rear	5' to patio cover post or edge of sundeck or balcony 3' to roof overhang
• Side	5' to patio cover post or edge of sundeck or balcony 3' to roof overhang
• Corner Side	5' to patio cover post or edge of sundeck or balcony 3' to roof overhang

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STANDARD	Kyle R-4 STANDARDS
Housing Types	High density apartments units
Courtyard Walls	
• From Parcel Boundary Adjacent to Perimeter Street	10'
• From Adjacent Parcel PL	10'
• From Interior Street	2'
• From Court Street, Drive Aisle or Parking	2'
• From Paseo or Common Open Space	0'
Min. Distance Between Buildings	Unlimited
Max. Lot Coverage *The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.*	NA
Max. Building Height *(Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)*	**Main Building** Stories - NA 60 feet max. **Accessory Structure** Not to exceed 3 stories, 38 feet in height or the height of the main buildings, whichever is less.
Parking	SR Apt: .75/unit All others: 1 guest space for every 6 units ***plus*** Studio & 1 BR 1.25/unit 2 BR 1.75/unit 3 BR & Above 2/unit Project on-street parallel parking, if any, shall conform to UDC requirements and can be counted toward guest parking requirement. Adopted City of Las Vegas parallel parking space standards apply.
Landscape Buffers and Turf Limitations	
• Minimum Zone Depths	• Adjacent to Right-of-Way: 10' or building setback, whichever is less • Interior Lot Lines: 6'
• Turf Coverage	Max. 30% of landscapable area
WALLS AND FENCES	
Front Yard Wall/Fence	
• Max. primary wall height	5'
• Max. solid wall base ht.	2'
• Max. Pilaster ht.	18"

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STANDARD	Kyle R-4 STANDARDS
Housing Types	High density apartments units
• Max. on-center distance between pilasters	Pilasters not required; When provided, maximum spacing of 100'
• Decorative Cap feature	5"
Front Yard Wall/Fence with Standard Stepback	
• Max. secondary wall ht.	2'
• Minimum spacing between wall sections – Outside Dimensions	5'
Perimeter and Retaining Walls with Slopes ≤2%	
• Max. Overall Ht.	10'
• Max. Perimeter Wall Ht.	6 – 8'
• Max. Retaining Wall Ht.	4'
• Max. Pilaster Ht.	18"
• Contrasting Material	20%
Perimeter and Retaining Walls with Slopes > 2%	
• Max. Overall Ht.	12'
• Max. Perimeter Wall Ht.	6 – 8'
• Max. Retaining Wall Ht.	6'
• Max. Pilaster Ht.	18"
• Contrasting Material	20%
Perimeter and Retaining Walls Standard Stepback	
• Max. Primary Wall Ht.	6 – 8'
• Max. Secondary Wall Ht.	4'
• Min. spacing between wall sections – Inside Dimensions	4'
• Max. Pilaster Ht.	18"
• Min. spacing between wall sections – Outside Dimensions	5'

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19.19
Blended Land Use District

19.19.010 Purpose / Intent

The Blended Land Use category is established to encourage the creation of dynamic neighborhoods that allow for a mix of residential and/or non-residential uses on the same site or within the same building. A successful blended neighborhood emphasizes a strong pedestrian realm as an integral component of the site design concept. The pedestrian realm is achieved through a high connectivity among the various uses on the site and adjacent neighborhoods, as well as the provision of public spaces such as plazas, courtyards, greens or other such spaces that serve as gathering places for residents and visitors to enjoy.

The Blended Land Use category offers many community benefits including:

- The provision of a strong sense of place by establishing a unique identity for the community as a whole.
- A decrease in automobile dependency by locating complementary uses within close proximity of one another, thereby encouraging walking and bicycling as alternative modes of transportation.
- The creation of vibrant, pedestrian friendly neighborhoods with an emphasis on convenience, interconnectivity, and accessibility for the benefit of residents, workers and visitors.
- Promoting innovative urban design and architecture.
- Providing alternate housing choices for consumers based upon their lifestyle needs.

19.19.020 Description of Blended Land Use

The types of land uses that may be developed within Blended Land Use category include:

- Any Kyle Canyon Residential Land Use, except Kyle R-1
- Limited Commercial (C-1)
- General Commercial (C-2)
- Professional Office (P-O)
- Office (O)

The Blended Land Uses may integrate multiple land uses on the same parcel, within the same building, or both.

The Blended Land Use category allows for uses to be mixed on the site, however, it is not a requirement. A parcel designated as Blended Land Use may be developed with only one land use at the discretion of the property owner.

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19.19.030 Kyle BLU Development Standards

STANDARD	Kyle BLU STANDARDS
Permitted Uses	Residential (all Kyle Canyon categories except Kyle R-1) Limited Commercial General Commercial Professional Office Office
Maximum Density	50 Du/Ac
Mix of Uses	Development within the BLU category may consist of one or more land use types described above. Development plans must conform to the Kyle Canyon Master Traffic Plan.
RESIDENTIAL DEVELOPMENT STANDARDS	
	Refer to Kyle Canyon Development Standards Sections 19.06.070 thru 19.06.120.
NON-RESIDENTIAL & VERTICAL BLENDED USES	
	The following standards apply to Non-residential and vertical blended uses (including residential)
MINIMUM SETBACKS *All setbacks measured from property line and are subject to City of Las Vegas Residential Adjacency Standards, Unified Development Code, Chapter 19.06.040, Sub-section I. Corner side setbacks are subject to City of Las Vegas site visibility requirements.*	
Main Building	
• Primary Frontage	15'
• Secondary Frontage	0'
• Interior Lot Lines (Rear or Side)	0'
• Designated Open Space	0'
• Minimum Building Separation	0' or 10'+
• Projections	Architectural features such as roof overhangs, balconies, window and doors trims, fenestrations, canopies, awnings, loggias, building mounted signage, and other similar architectural elements, may encroach into setback areas or public R.O.W.'s so long as the encroachment is a minimum of 2' from front of sidewalk or back of tree grate. All projections shall be clearly noted on the Site Development Plan.
Detached Accessory Structure	
• Primary Frontage	15'
• Secondary Frontage	0'
• Interior Lot Lines (Rear or Side)	0'
• Designated Open Space	0'
• Min. Separation to Main Bldg.	10'
• Size and Coverage	Not to exceed the aggregate floor area of the principal structure. The aggregate total of the ground floor area of all structures (excluding carports and detached trash enclosures) shall not exceed the percentage of lot coverage permitted.
Surface Parking Setbacks	
• Primary Frontage	10'
• Secondary Frontage	10'
• Interior Lot Lines (Rear or Side)	5'
• Designated Open Space	5'
Parking Structure Setbacks	
• Primary Frontage	15'
• Secondary Frontage	10'
• Interior Lot Lines (Rear or Side)	10'
• Designated Open Space	10'

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STANDARD	Kyle BLU STANDARDS
Courtyard Walls	
• Primary Frontage	10'
• Secondary Frontage	5'
• From Interior Lot Lines	0'
• From Designated Open Space	0'
Max. Lot Coverage *The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.*	75%
Max. Building Height *(Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)*	**Main Building** • 5 Stories max. • 60' max. height **Accessory Structure** Not to exceed height of main building **Structured Parking** No maximum height, except that the top level of the parking structure, including railings and roof element (if any) shall not exceed the building height of the building being served. **Projections** Architectural elements such as towers, cupolas, or other similar feature elements may exceed the main building height by a maximum of 15'.
Parking	
Parcels developed with one land use type Parcels developed with two or more blended land uses	Parking and loading requirements shall be as proscribed in the Unified Development Code for that use. Refer to Unified Development Code, Section 19.18.030(4)(c) & (d)
Landscape Buffers and Turf Limitations	
• Minimum Zone Depths	• Adjacent to Right-of-Way: 15' or building setback, whichever is less • Interior Lot Lines: 0'
• Front Yard Area Turf Coverage	0% of landscapable area
• Impermeable Surfaces	Should be minimized to reduce stormwater quality management impacts.
WALLS AND FENCES	
Front Yard Wall/Fence	
• Max. primary wall height	5'
• Max. solid wall base height	2'
• Max. Pilaster height	18"
• Decorative Cap feature	5"
Front Yard Wall/Fence with Standard Stepback	
• Max. secondary wall height	2'
• Minimum spacing between wall sections – Outside Dimensions	5'
Perimeter and Retaining Walls with	

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STANDARD	Kyle BLU STANDARDS
Slopes ≤2%	
• Max. Overall Height	10'
• Max. Perimeter Wall Height	6' -8'
• Max. Retaining Wall Height	4'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls with Slopes > 2%	
• Max. Overall Height	12'
• Max. Perimeter Wall Height	6' – 8'
• Max. Retaining Wall Height	6'
• Max. Pilaster Height	18"
• Contrasting Material	20%
Perimeter and Retaining Walls Standard Stepback	
• Max. Primary Wall Height	6' – 8'
• Max. Secondary Wall Height	4'
• Min. spacing between wall sections – Inside Dimensions	4'
• Max. Pilaster Height	18"
• Min. spacing between wall sections – Outside Dimensions	5'

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19.19.040 Blended Land Use Design Guidelines

A. Site Design Review

The Blended Land Use standards allow for considerable flexibility in the design of mixed use communities and residential neighborhoods. In allowing this flexibility, the City of Las Vegas intends to utilize the Site Development Plan review process as a tool in refining the application of these Blended Use Standards and applying them to the actual designs submitted. All submittals within the Blended Land Use area shall be subject to the Site Development Plan process as presented in section 19.16.100 of the UDC. The Master Developer Architectural Review committee shall strive to achieve consistent design details and architectural styles throughout the Blended Use areas.

Should urban style "Identity Streets" be utilized within the Blended Use Area, the Master Developer shall prepare design standards for these streets including landscape and signage standards. The proposed urban street standards shall be submitted to the City for review and approval prior to the submittal of Site Design Reviews or other submittals utilizing the urban streets. The Master Developer shall enforce uniformity of street designs within the Blended Use area.

B. Site Design Philosophy

The overall design concept within Blended Use parcels shall ensure that a cohesive integration of uses is provided with an emphasis on the pedestrian realm and connectivity among uses and adjacent neighborhoods. Generally, Blended Use Parcels feature a relatively formal arrangement of buildings that form a strong sense of place for residents and visitors to gather The following are key considerations that shall be considered in the design of Blended Use Parcels.

1. Vehicular Circulation

Blended Use parcels shall provide a well-defined entry sequence for vehicular traffic from perimeter streets to the buildings within the parcel. The entry sequence shall incorporate landscape, architectural, and signage elements.

The on-site circulations system shall promote the efficient movement of vehicles in a clear and well-defined manner that minimizes conflicts with pedestrians and bicycles.

Transit stops, bus turn-outs and shelters shall be provided as necessary and shall be fully integrated into the site design by locating them with pedestrian oriented amenities such as pocket parks, courtyards, plazas, etc.

Street layouts shall be designed to highlight focal elements such as plazas, town green, community building, fountains, sculptural elements, or other similar features.

"Identity" streets that capture the essence of urban living are encouraged to incorporate on-street angled or parallel parking, wide pedestrian friendly sidewalks, formal tree patterns and tree grates, overhead awnings or arcades to provide shaded passage for pedestrians. Larger parking fields shall be located behind the "identity" street buildings to screen them from view.

Loading and service areas shall be independent from the general circulation system to the greatest extent feasible. Such areas shall not face a primary or secondary street and shall be screened from view.

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Traffic calming devices such as neck-downs, raised crosswalks, traffic circles, round-abouts and other similar devices that reduce traffic speeds shall be incorporated into site design to the extent feasible.

2. Pedestrian Realm

Attractive pedestrian space is an essential element of vibrant Blended Use development. The following principles that emphasize the creation of pedestrian friendly environments shall be considered in the design of Blended Use neighborhoods:

a. Sidewalks

- Sidewalks shall be of sufficient width to promote pedestrian friendly amenities such as street furniture, kiosks and other site furnishings as well as to encourage leisurely window shopping, outdoor dining, and other pedestrian activity in commercial areas.
- Street trees with tree grates embedded in sidewalks are encouraged to accentuate the urban form, provide shade for pedestrians, and buffer pedestrians from adjacent traffic.
- Pedestrian scale lighting shall be provided along sidewalks and pathways.
- Pedestrian oriented signage shall be provided.
- Pedestrian walkways shall avoid passing through service areas of the site (i.e., delivery areas, trash collections areas, etc.)

b. Connectivity

- Strong pedestrian connections shall link on-site uses, buildings and amenities such as a town green, landscaped courtyards and plazas and other similar elements.
- Likewise, strong external connections to adjacent parcels, open space and/or roadway systems shall be provided.
- Clear pedestrian circulation shall be provided from parking areas to building entrances.

c. Vehicular / Pedestrian Interface

- Minimum street widths shall be used to reduce design speeds and reduce pedestrian crossing distances.
- Mid-block crosswalks shall be used at strategic locations to reduce pedestrian travel distances.
- Traffic calming devices such as neck-downs, raised crosswalks, traffic circles, round-abouts and other similar devices that reduce traffic speeds shall be incorporated into site design.

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- Minimum curb return radii shall be used at intersections to minimize crossing distances and reduce vehicular speed at corners.
- Clear pedestrian circulation from parking areas to building entrances shall be provided.
- Parking areas shall feature landscaping to provide shade cover for vehicles and pedestrians.

3. Building and Site Elements

Buildings shall be plotted as far forward on the lot as possible to reinforce the urban character of the Mixed-Use parcels.

The use of loggias, awnings or other overhead elements that provide shade and weather protection shall be provided for an enhanced pedestrian experience.

4. Parking

All required parking shall be provided on-site.

Angled or parallel parking is encouraged on "Identity" streets. Larger parking fields serving "Identity" street uses shall be located behind the buildings. Clearly identified pedestrian connections between the parking fields and the buildings served by the parking areas are required.

On parcels developed with two or more blended land uses, please refer to Unified Development Code, Section 19.18.030(4)(c) & (d)

Surface parking shall be accommodated in groups of small parking clusters to the extent feasible, to minimize the visual impact of parking areas. Long, unbroken rows of surface parking stalls shall be avoided.

Parking areas shall be screened from view to the extent feasible through the use of plant material or low walls that are compatible with the building architecture.

Landscape treatments shall be used within and adjacent to parking fields to visually minimize the impact of parking areas, as well as to provide shade cover for automobiles and pedestrian pathways.

Subterranean and structured parking is allowed. Such parking areas shall be well integrated into the design of the parcel through appropriate architectural and/or landscape treatments.

Multi-story parking structures shall be wrapped by building architecture that is equal to or greater than the height of the parking structure so that the structure is effectively screened from public street views.

Alternatively, parking structures adjacent to public streets are allowed in cases where the perimeter edge of the ground floor is devoted to commercial or office uses and parking above. Such ground level retail/office uses shall be designed with appropriate pedestrian scaled architectural detailing.

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Carports are allowed in parking fields. Carports are not allowed on "Identity" streets. The design of carports shall complement the buildings within the parcel. A minimum 6" wide fascia element is required on all four sides of a carport roof.

Surface parking lots are prohibited at external street corners and shall be screened by buildings and/or landscaping at internal street corners.

5. Loading Areas

Loading areas shall be designed to accommodate maneuvering on-site, not from a public street.

All loading and service areas shall be clearly signed.

Loading areas shall be clearly denoted on the pavement and when occupied shall not unduly hinder on-site vehicular or pedestrian circulation.

Loading areas (except short term delivery small parcel pick-up or deliveries near building entries) shall be screened from view through the use of walls and/or landscaping.

Loading areas shall not face onto primary and secondary streets and shall adhere to all other parking setback requirements.

6. Architectural Guidelines

a. Building Orientation

Within Blended Land Use parcels, buildings shall be oriented to the street with inviting and detailed elevations to strengthen the desired image for the neighborhood. Only active building elevations and public access shall face the street.

The placement and orientation of buildings along a frontage shall create interesting and significant public spaces and help establish a design theme for the streetscape.

Commercial and vertical blended use buildings shall be sited and designed to attract and engage the pedestrian user by incorporating elements such as:

- Orienting the front doors of all businesses to streets or pedestrian features
- Providing a primary building entrance for ground floor uses along each building façade
- If a building has frontage on more than one public street, providing a single building entrance on the corner
- Using the area between the right-of-way and building to create a pedestrian amenity.
- Avoiding excessive setbacks that create gaps between the street and building interface.

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- Providing building frontages with pedestrian-oriented architectural elements such as arcades, awnings, porches or other similar elements along the ground plane.

b. Building Elevations

The building massing shall consist of a mix of building heights to provide visual interest to the mixed-use area. Tower elements or other prominent building features shall be used to accentuate key elements such as building entries, and pedestrian nodes, plazas or courtyards.

Stepping back of upper stories is encouraged to enhance the buildings visual appearance as well as provide the opportunity for upper level terraces.

Offset wall planes shall be used where appropriate as an integral part of the building design to provide visual articulation.

Moreover, building offsets or recesses shall be used, where appropriate, to accentuate building entries and form pedestrian nodes.

Notched or angled building corners shall be used, where appropriate, to provide subtle articulation to building forms.

Projections, overhangs and recesses shall be used to provide shadow, articulation, and scale to building elevations.

Blended use development shall incorporate building height transitions from the maximum building height to a lower height to achieve compatibility with adjacent properties. All buildings are subject to the Residential Adjacency Standards of the Unified Development Code.

All sides of a building shall be coherently designed and treated. A consistent level of detailing and finish is required for all sides of a building, unless the building or portion thereof, is not visible form public view.

Blended use buildings shall incorporate patterns, changes in color and materials, and/or relief such as belt-lines, pilasters, pop-outs, etc. for visual interest.

c. Building Materials

In order to achieve variety in the architectural expression of blended use development parcels, no single building material or color shall predominate. Rather a variety of materials and colors shall be used.

Buildings shall be designed using materials that are consistent with its architectural style. Permitted materials include:

- Stucco
- Simulated wood siding or shingles
- Brick
- Stone
- Textured CMU

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- Untextured CMU used in a decorative manner consistent with the project architecture
- Corrugated Metal used in a decorative manner consistent with the project architecture

All surface treatments or materials shall be designed to appear as an integral part of the design, and not merely applied. All materials shall wrap building elements in their entirety.

Material changes shall occur at inside corners. Materials applied to any visible elevation shall turn the outside corner of the building before terminating at a logical point.

All building colors shall be compatible with the architectural style of the building and are subject to approval during the design review process.

d. Roofs

Variety in roof forms, ridge heights, and direction of gables is required to avoid a monotonous roofscape as viewed from community streets, open space, or any other public space.

Roof pitch shall be consistent with the architectural style of the building. Flat roofs are permitted if consistent with the building's architectural style. When used, flat roofs must have a cornice or parapet wall.

Roof materials shall consist of flat, barrel, or S-tiles. Metal roofs are permitted on a limited basis on feature elements of the building.

Fascia elements shall be consistent with the architectural style of the building.

e. Architectural Features and Accents

- Exterior Stairs

  Exterior stairways, when used, shall be simple bold projections that complement the architectural massing and form of the building.

- Columns, Archways & Arcades

  The use of columns, archways and arcades, when used, shall be compatible with the architecture of the building, and designed as an integral component of the building's appearance.

  When used, such elements shall define or enframe space, such as building entries, plazas and courtyards.

- Trellises and Arbors

  Trellises and arbors are encouraged to enhance the architectural character of the building's design and to reinforce the pedestrian atmosphere of the mixed-use area.

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- Accessory Structures

  Accessory structures, when provided, shall be designed to be consistent with the architecture of adjacent buildings

- Architectural Detail Elements

  Detail elements such as shutters, exposed rafter tails or cross beams, decorative grille work, decorative stucco or clay pipe vents, decorative ceramic tile and / or other similar features shall be used to provide visual interest to building, consistent with its architectural style.

- Walls and Fences

  Walls and fences shall be compatible in material, color, and design with adjacent architectural elements.

- Exterior Lighting

  Exterior lighting fixtures shall be compatible with the architectural style of the building.

  Please refer to Unified Development code Section 19.08.040 for additional exterior lighting requirements.

- Mechanical Equipment

  Ground mounted mechanical equipment shall be screened from view by walls or fences compatible with the building architecture.

  Roof mounted mechanical equipment shall be screened from view through the use of parapet walls similar in design to the building architecture.

  All utility meters shall be screened from view.

  All flashing, sheet metal, and vents shall be painted or screened from view in a manner that is compatible with the building architecture.

- Service Elements

  Trash enclosures and other service elements shall be screened from view through the use of solid walls or fences compatible with the building architecture, and enclosed with opaque metal gates.

  Trash enclosures shall be covered with a roof or trellis element.

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Chapter 3.16
Environmental Standards

All residential product builders within Kyle Canyon Gateway shall meet the following requirements for all residential products.

A. Water Conservation

1. Front yards shall be landscaped with trees, shrubs and ground cover. No living lawns are permitted. Artificial turf is allowed. Non-turf areas will include a minimum 2-inch layer of mulching material. If weed barrier fabric is used, it shall be permeable to air and water.

2. If rear yard landscaping is provided by builder, the lawn area shall be less than 50% of total landscape-able area of backyard, but not to exceed 1,000 square feet.

3. No builder installed ornamental water features at homes or in common areas are permitted

4. All irrigation systems, if properly operated and maintained, can sustain the landscape without creating flow or spray that leaves the property.

5. Builder installed irrigation systems shall have separate control zones (valves) for different plant and irrigation types.

6. Builder installed sprinkler heads in turf areas must extend 4" or higher. Only turf areas may use spray irrigation. Drip irrigation is required for planter beds.

7. Builder installed drip irrigation systems shall be equipped with pressure regulator, filter and flush end assembly.

8. Builder provided , irrigation controllers shall have the following minimum features. two or more programs, three or more start times, one minute incremental watering times, even/odd day scheduling, day interval scheduling, and be capable of accepting external soil moisture and/or rain sensors. An owner's manual for all irrigation controllers and other irrigation components posted adjacent to the irrigation controller will be required. An SNWA seasonal watering schedule for each zone posted at the controller will be required.

9. Even if no pool or spa is installed by the builder, all homes must be equipped to facilitate the draining of pool and spa water to the sanitary sewer. Each dwelling shall have an exterior sewer cleanout downstream of all other sewer connections for the structure and located inside an enclosure. Enclosures must be adequately sized and shaped to allow reasonable access to use tools to remove the cap from the pipe. The enclosure lid must be clearly and permanently marked "SEWER" and "POOL DRAIN".

10. Pool and spa water surface areas will be deducted from the maximum allowable turf area described above.

11. Pools may not feature decorative water features that drop or propel water more than 24 inches above the main water surface.

12. Builders shall install only high efficiency plumbing fixtures including 1.28 gallon flush toilets, 2.2 gpm kitchen faucets, 1.5 gpm bathroom faucets, 2.5 gpm shower heads

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13. Builder installed dishwashers shall be high efficiency dishwashers at 6.0 gal or less per normal cycle if provided.

14. Builder installed washing machines shall be high efficiency washing machine with Water Factor (WF) of 6.0 or less if provided.

B. Energy Conservation

The Developer shall provide for third party inspection of residential home insulation and HVAC duct installation according to the provisions of this section. The third party inspectors shall randomly inspect 10% of all homes constructed each year by all builders within Kyle Canyon Gateway. At a minimum the homes shall be inspected for proper installation of insulation and that ducts are sealed. The inspectors shall provide written inspection reports to the Developer, Builder and the City. The Developer shall provide to the City and Builders the insulation and HVAC duct sealing standards for Kyle Canyon and the details of the inspection program prior to commencing residential construction. At a minimum, the standards shall meet or exceed current Building Code standards. Any Builder product that is Energy Star certified or similarly approved alternative shall be exempt from these inspection requirements.

C. Solid Waste Disposal

The Developer will meet with Republic Services or the City's contractor for solid waste removal at that time, and arrange a program for all of Kyle Canyon Gateway to have trash removal on a once a week basis and recycling pick up on a separate once a week basis. The Developer shall create a program to inform all Kyle Canyon Gateway home buyers of this solid waste and recyclables program.

D. Required Homebuyers Options

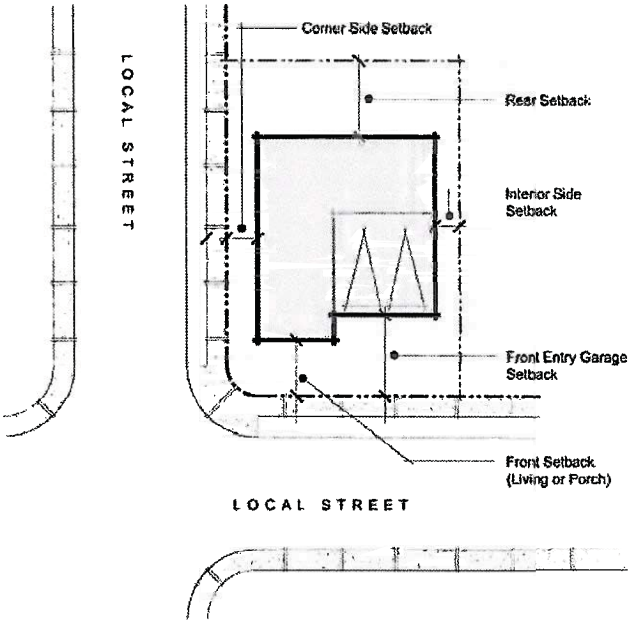
The Developer shall require and the residential Builders shall provide all homebuyers the option of purchasing any or all of the following on all single family detached homes and where possible on attached residential product;

1. Energy Star Certified Homes or similarly approved alternative
2. Solar water heaters or tankless water heater(s)
3. Compact fluorescent lighting or LED lighting
4. Indoor motion sensing lighting
5. Photovoltaic solar panels and net metering systems or solar "ready" electrical system
6. Energy Star appliances

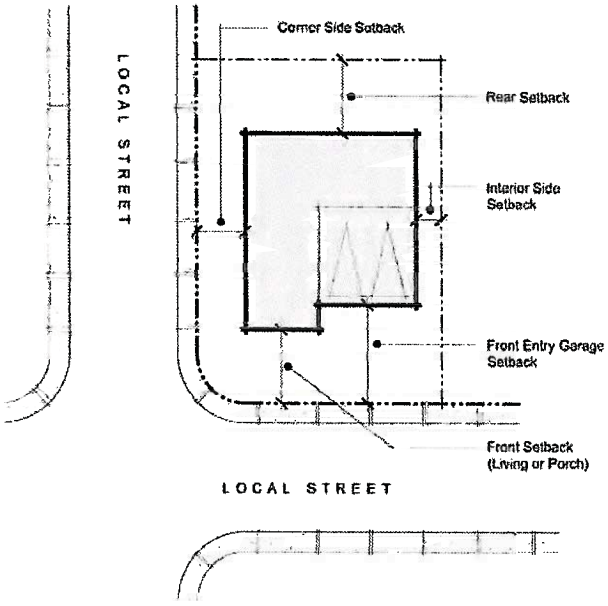
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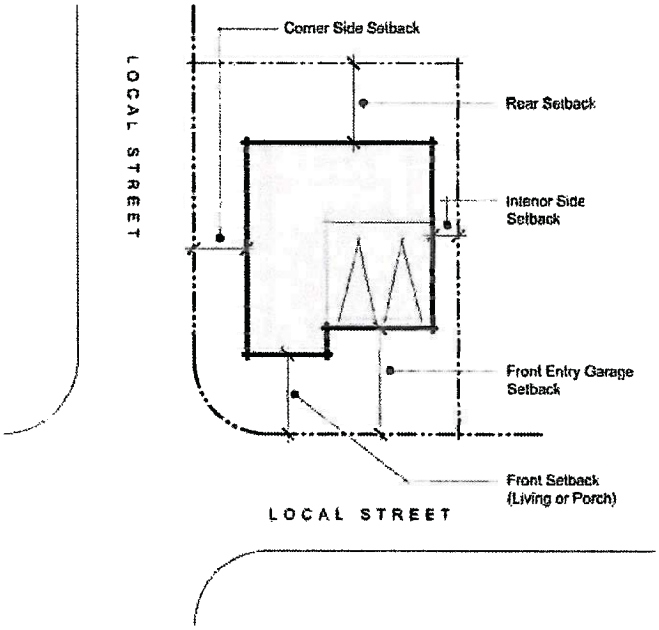
SINGLE FAMILY DETACHED, DUPLEX, TOWNHOME
Detached Sidewalk



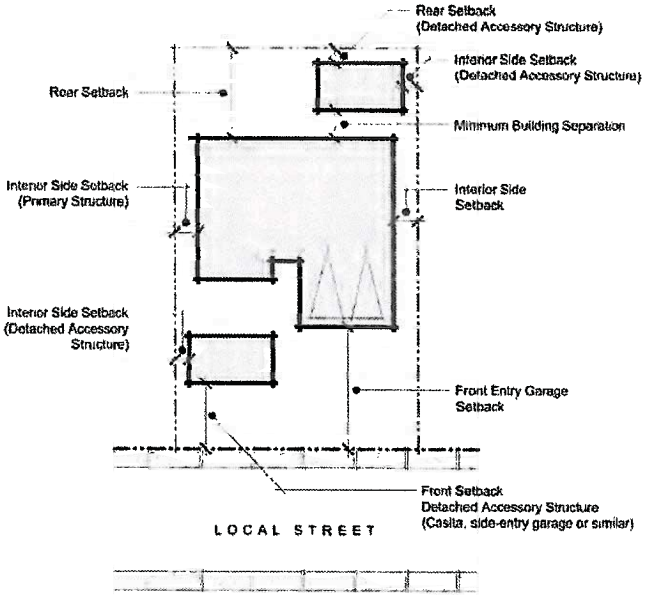
SINGLE FAMILY DETACHED, DUPLEX, TOWNHOME
Attached Sidewalk



SINGLE FAMILY DETACHED, DUPLEX, TOWNHOME
No Sidewalk



SINGLE FAMILY DETACHED, DUPLEX, TOWNHOME
Detached Accessory Structure



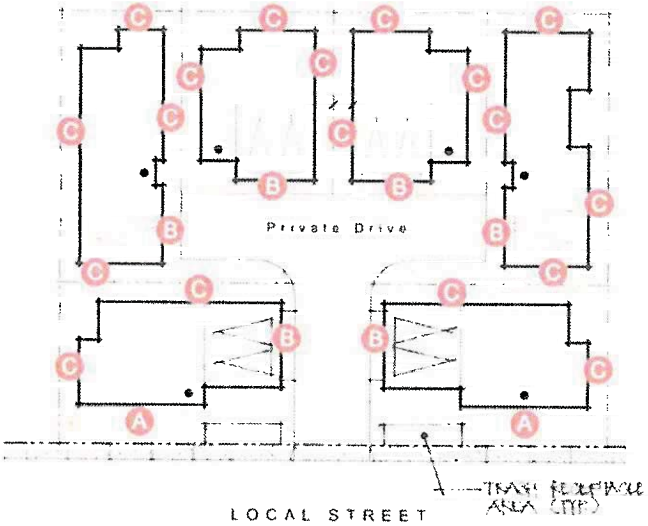
NOTES:

- Refer to Modified Standards Table for specific dimensions.
- Diagram is conceptual and shown for reference purposes only. Final building footprints and layout will vary.
- If any discrepancy occurs between diagram and Modified Standards Table. then Modified Standards Table shall prevail.
- All setbacks measured from property line unless otherwise noted.

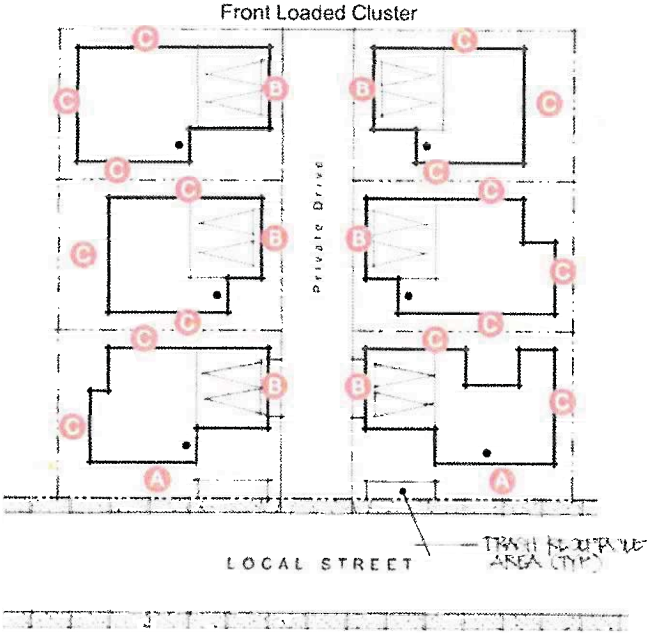
PRJ-57680 Exhibit 1
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SETBACK DIAGRAM

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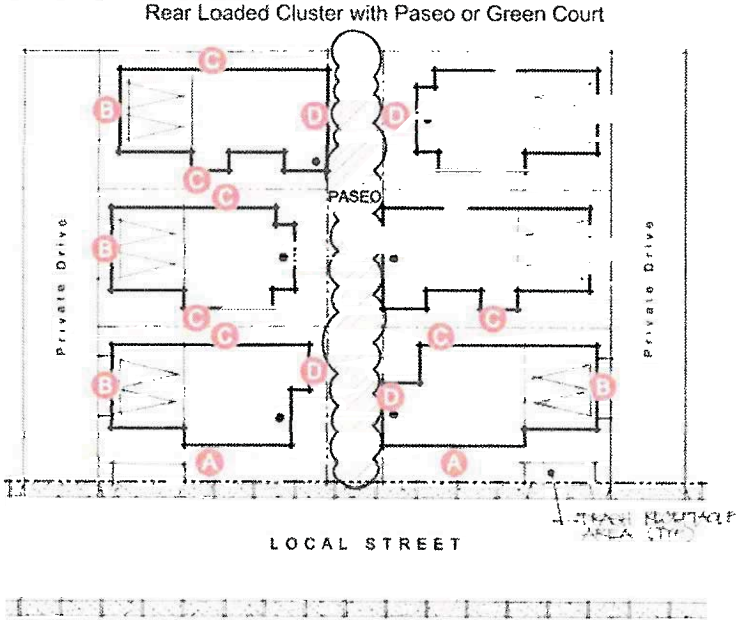
MOTOR COURT CLUSTER



Front Loaded Cluster



Rear Loaded Cluster with Paseo or Green Court



Legend:

A. Setback from street regardless of unit entry or garage location.
B. Setback from private drive regardless of unit entry or garage location.
C. Side or Rear Setback. (Each unit shall have at least one rear setback.)
D. Setback from paseo, green court or other common open space

Notes: **(Notwithstanding any other language to the contrary in the design guidelines or the Agreement)**

- Refer to Modified Standards Table for specific dimensions.
- Diagram is conceptual and shown for reference purposes only. Final building footprints and layout will vary.
- If any discrepancy occurs between diagram and the Modified Standards Table, then the Modified Standards Table shall prevail.
- All setbacks measured from property line unless otherwise noted.
- A maximum of 6 units allowed per cluster.
- **Motor Court Cluster houses must be sprinklered.**
- **Private drives as indicated require a minimum of 24 feet clear width and shall be posted as fire lanes.**

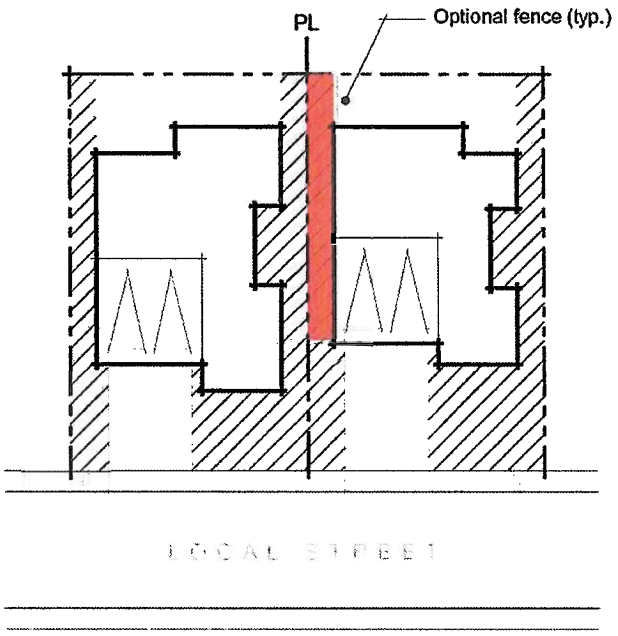
PRJ-57680
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Exhibit 2

CLUSTER SETBACK DIAGRAM

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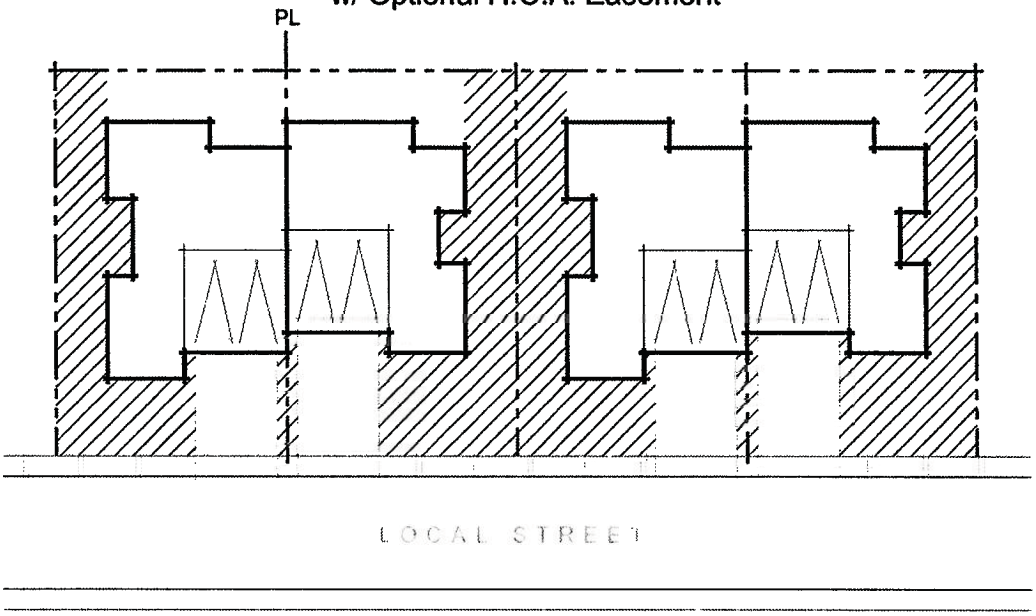
Reciprocal Use Easement Diagram



Reciprocal Use Easement
No structural improvements such as patio covers, balconies, decks, trellises, outdoor fireplaces, or other similar element allowed.

H.O.A. Easement
All improvements require H.O.A. approval.

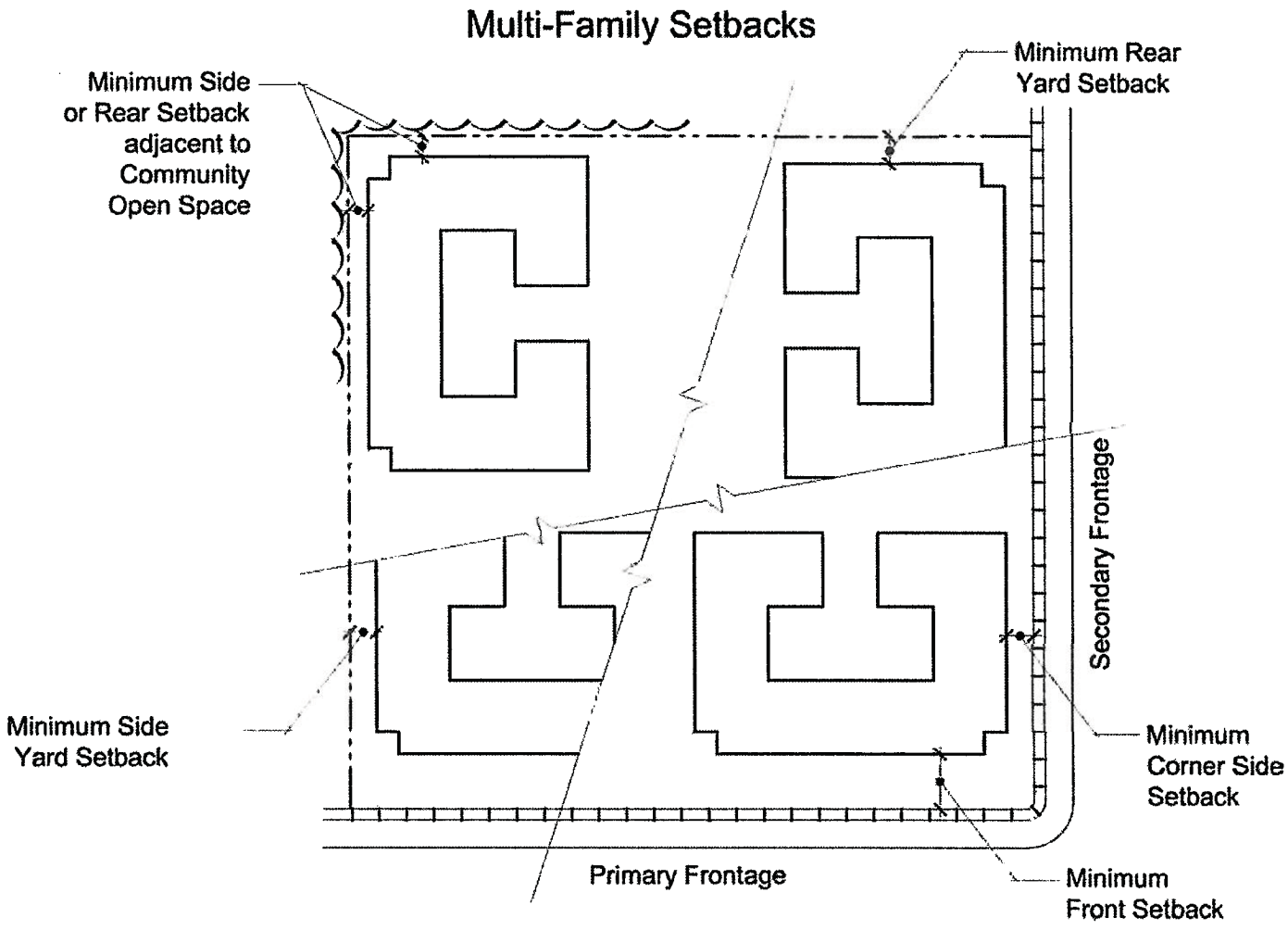
Fee Simple Duplex w/ Optional H.O.A. Easement



Optional H.O.A. Easement
All improvements require H.O.A. approval.

Exhibit 3
EASEMENT DIAGRAM

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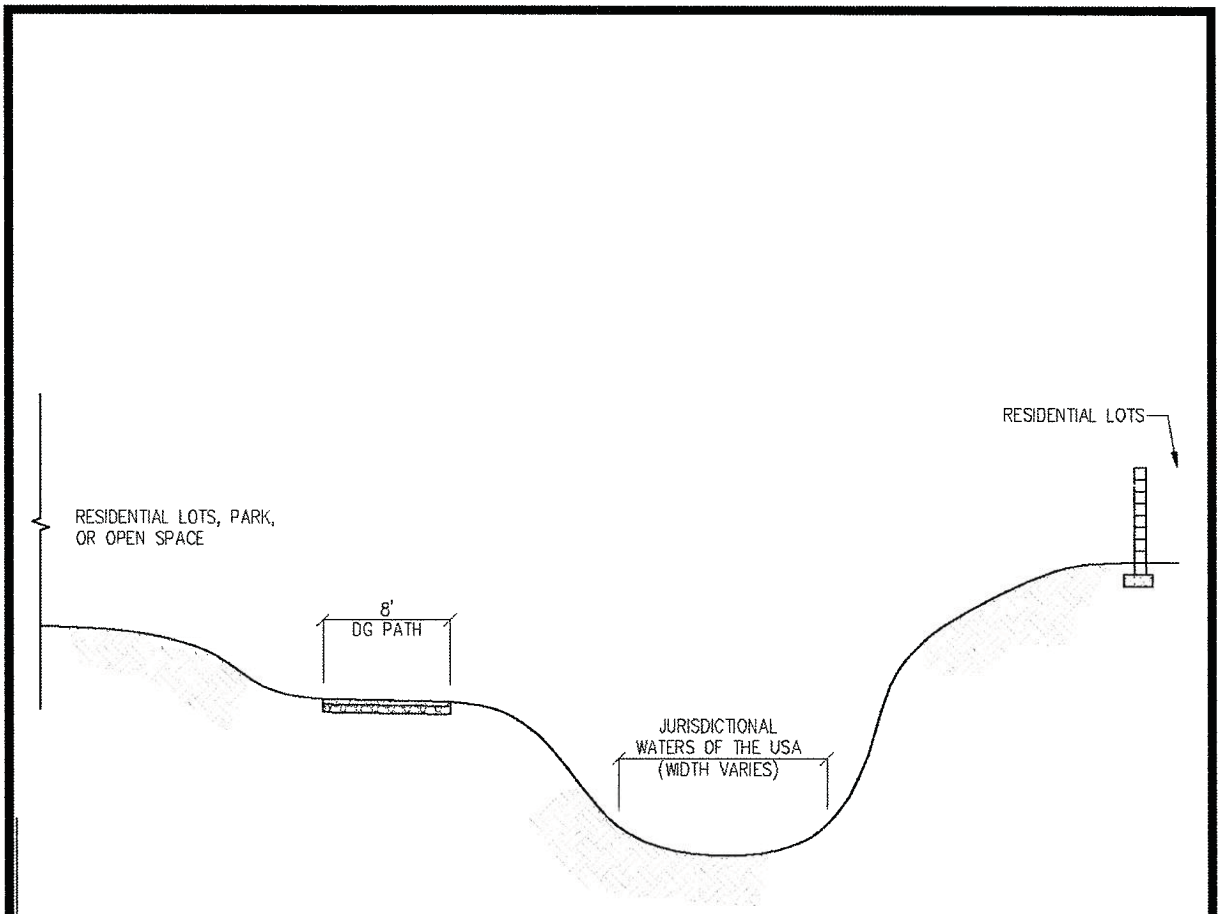
NOTES:

- Refer to Modified Standards Table for specific dimensions.
- Diagram is conceptual and shown for reference purposes only. Final building footprints and layout will vary.
- If any discrepancy occurs between diagram and Modified Standards Table, then Modified Standards Table shall prevail.
- All setbacks measured from PL unless otherwise noted.

Exhibit 4

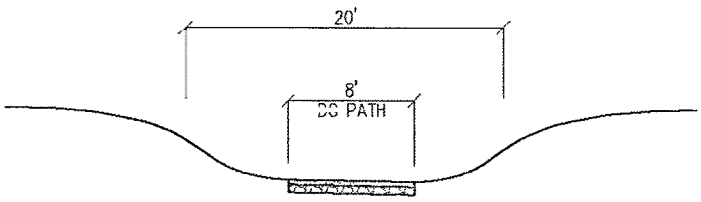
MEDIUM AND HIGH DENSITY APARTMENT SETBACK DIAGRAM

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ARROYO SECTION

NTS



TRAIL SECTION

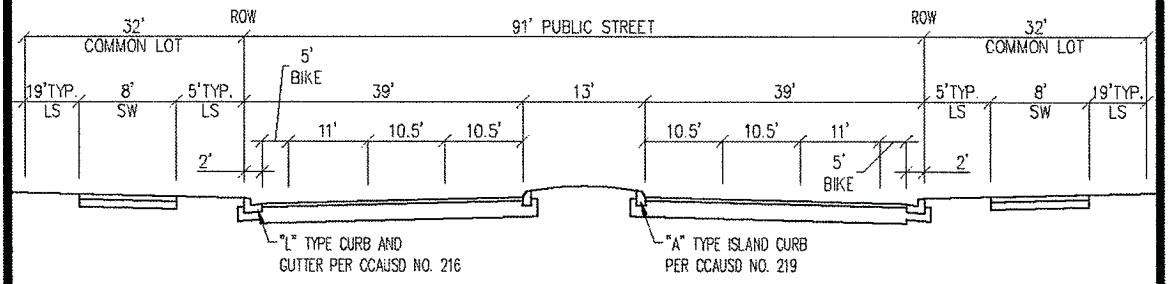
NTS

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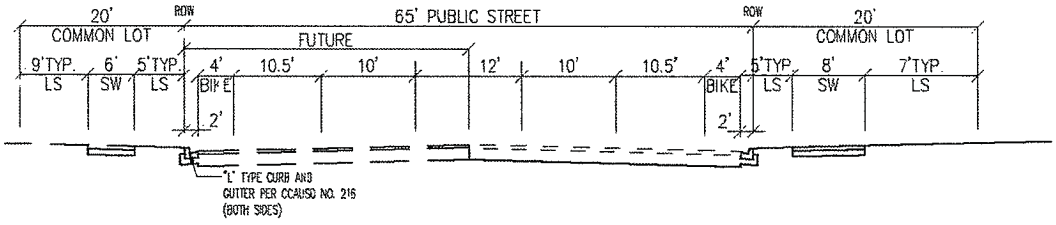
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A. ARTERIAL STREET

NTS

SKYE VILLAGE ROAD SOUTH OF US-95 & W. SKYE CANYON PARK DRIVE



B. ARTERIAL HALF STREET

SKYE VILLAGE ROAD NORTH OF US-95

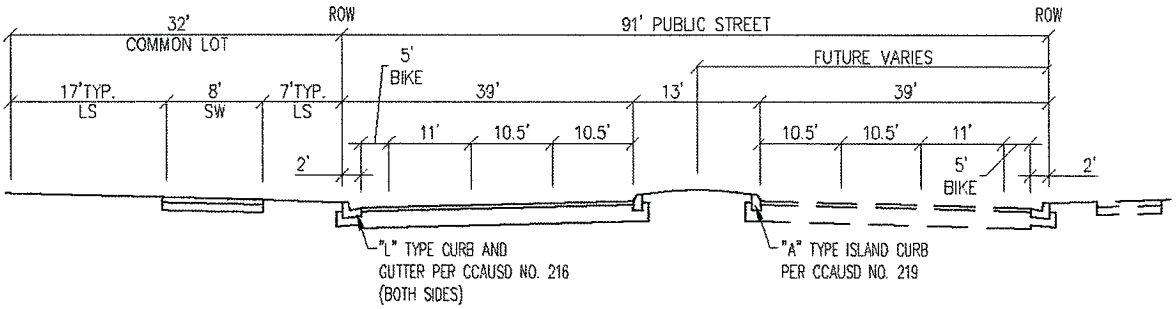
NOTES:
1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE

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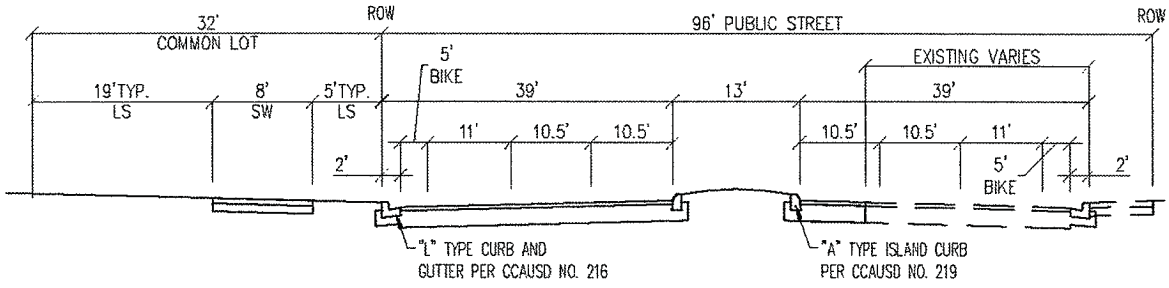
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C. ARTERIAL STREET

NTS

N. SKYE CANYON PARK DRIVE
NORTH OF LOG CABIN WAY



D. ARTERIAL STREET WITH TRAIL

NTS

N. SKYE CANYON PARK DRIVE AT ALYN BECK PARK

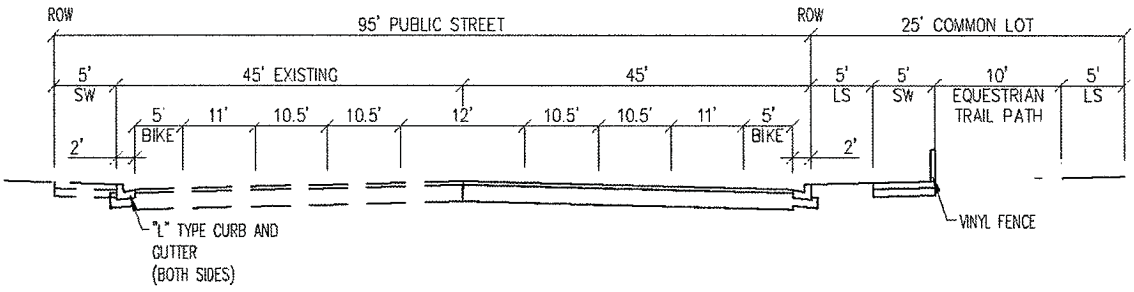
NOTES:
1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE

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E. ARTERIAL STREET WITH EQUESTRIAN TRAIL

NTS

GRAND TETON DR

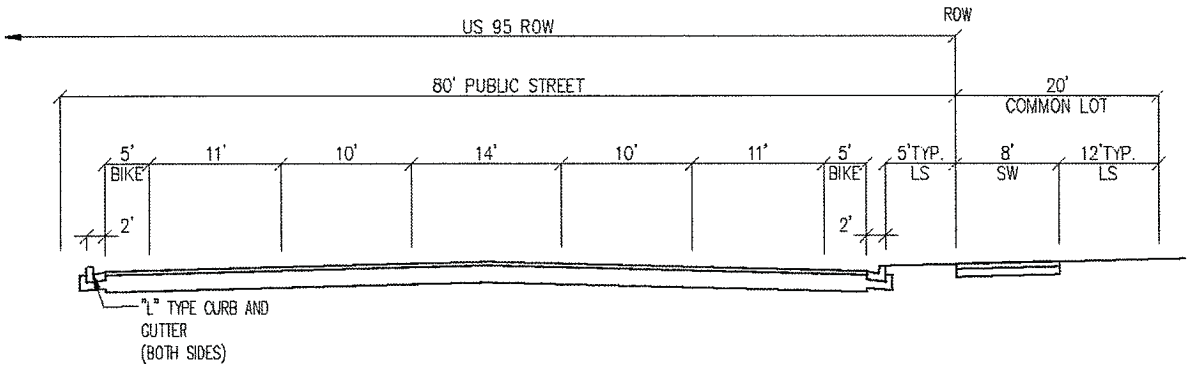
NOTES:
1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER, DETACHED WHEREVER POSSIBLE
3. CITY TO MAINTAIN EQUESTRIAN TRAIL
4. MEDIAN OPTIONAL

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F. FRONTAGE ROADS

NTS

OSO BLANCA ROAD

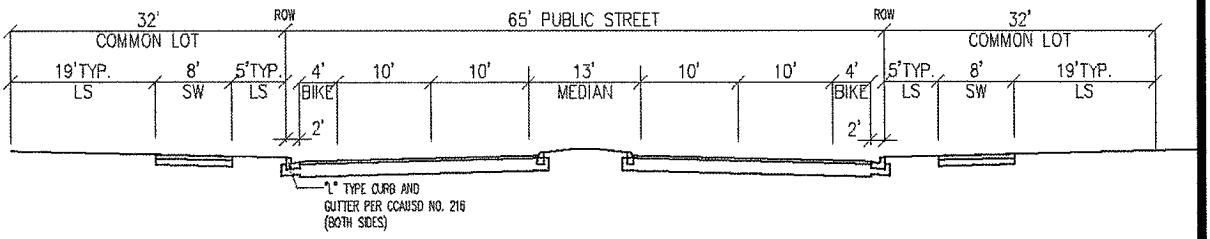
NOTES:
1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE
3. MEDIAN OPTIONAL

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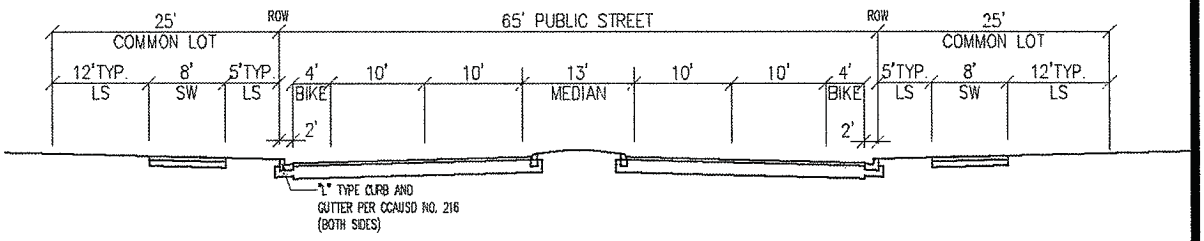
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G. MAJOR COLLECTOR STREET

NTS

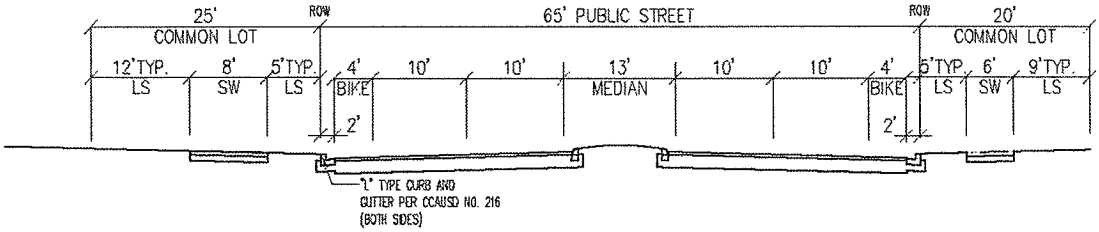
LOG CABIN WAY



G1. MAJOR COLLECTOR STREET

NTS

IRON MOUNTAIN ROAD BETWEEN W. SKYE CANYON PARKWAY & SKYE VILLAGE DRIVE



H. MAJOR COLLECTOR STREET WITH TRAIL ON ONE SIDE

EGAN CREST DRIVE & SHAUMBER ROAD

NOTES:

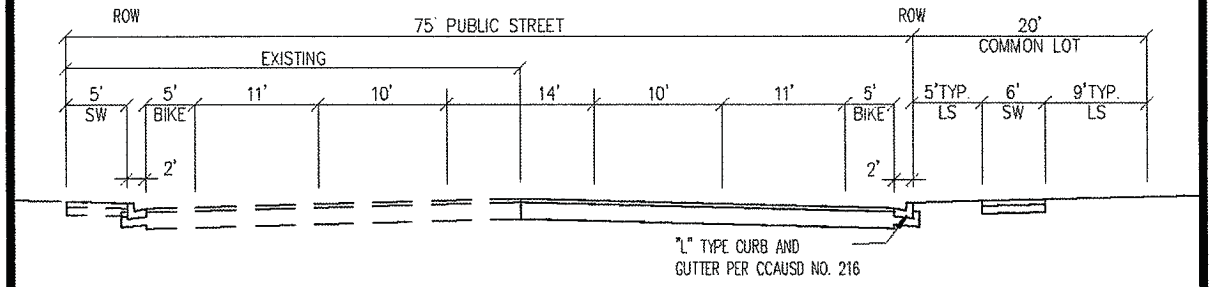
1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE
3. MEDIAN OPTIONAL

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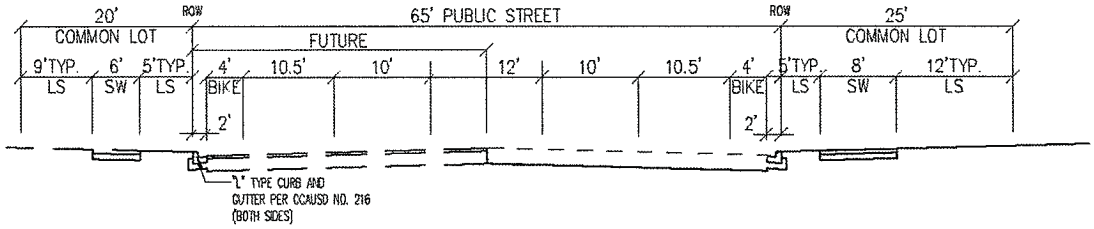
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I. MAJOR COLLECTOR STREET

NTS

GRAND CANYON DRIVE



J. MAJOR COLLECTOR HALF STREET WITH TRAIL

IRON MOUNTAIN ROAD WEST OF SKYE VILLAGE DRIVE

NOTES:

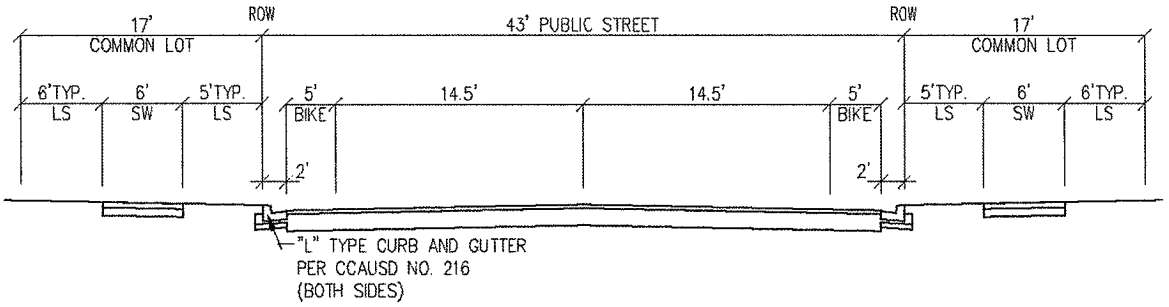
1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE
3. MEDIAN OPTIONAL

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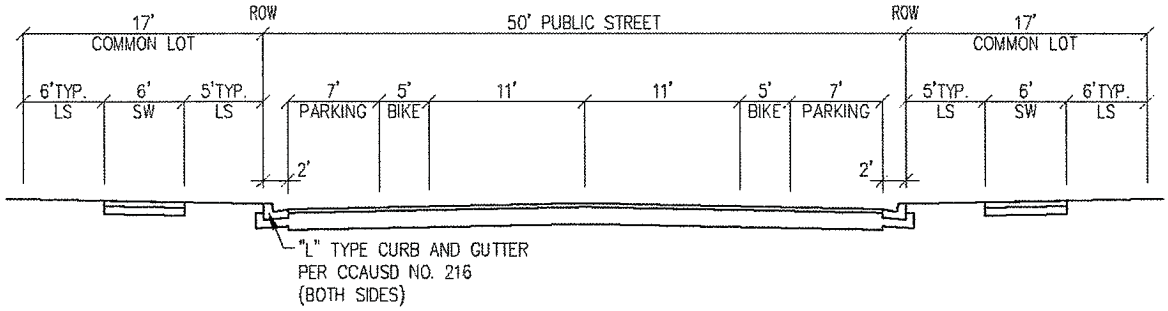
SLATER HANIFAN GROUP

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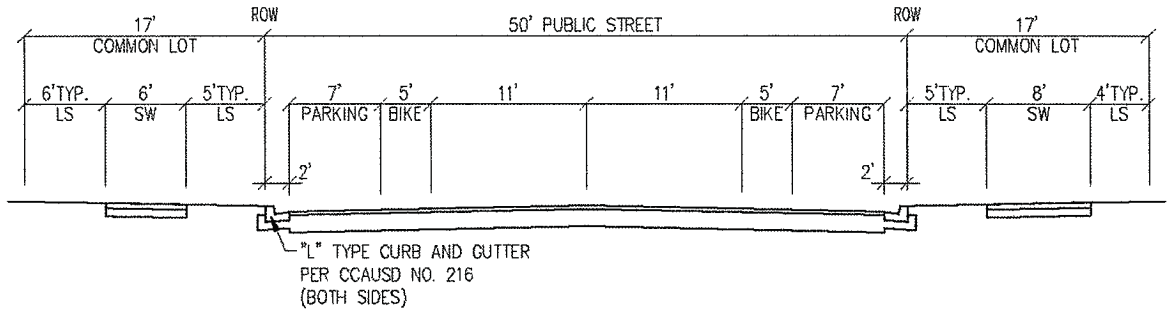
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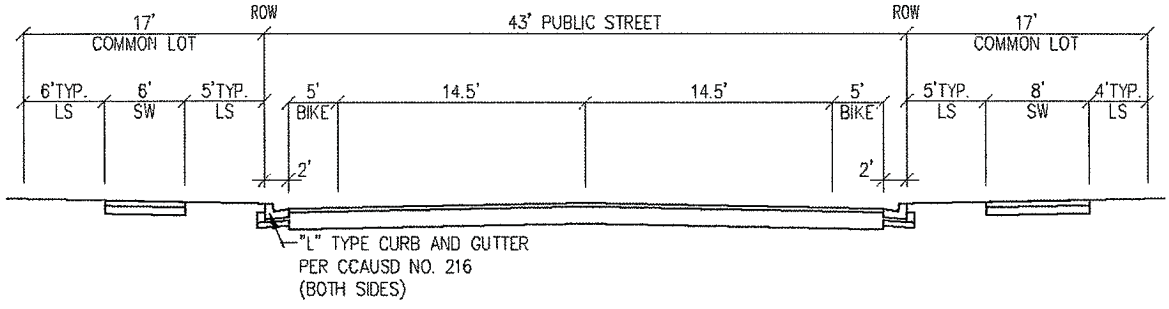
K. MINOR COLLECTOR STREET WITH BIKE LANES



L. MINOR COLLECTOR STREET WITH ON-STREET PARKING



M. MINOR COLLECTOR STREET WITH TRAIL ON ONE SIDE



M1. MINOR COLLECTOR STREET WITH BIKE LANES

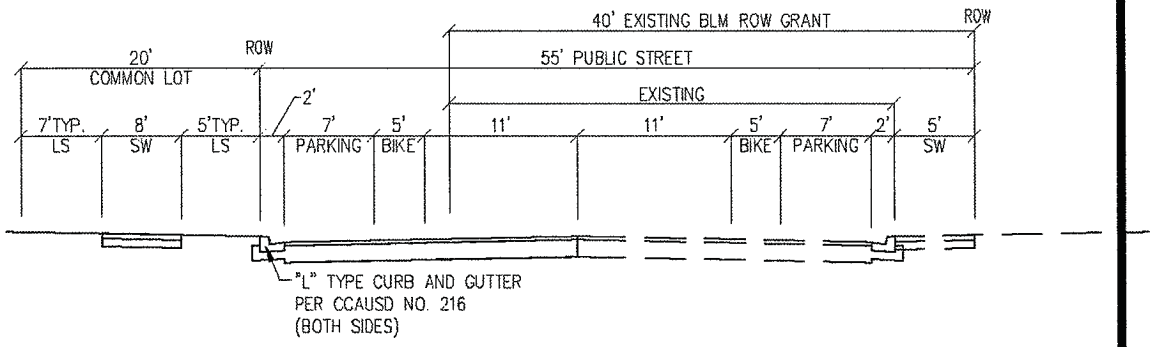
NOTES:
1. NOT USED FOR DIRECT RESIDENTIAL DRIVEWAY ACCESS
2. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
3. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE

SLATER HANIFAN GROUP

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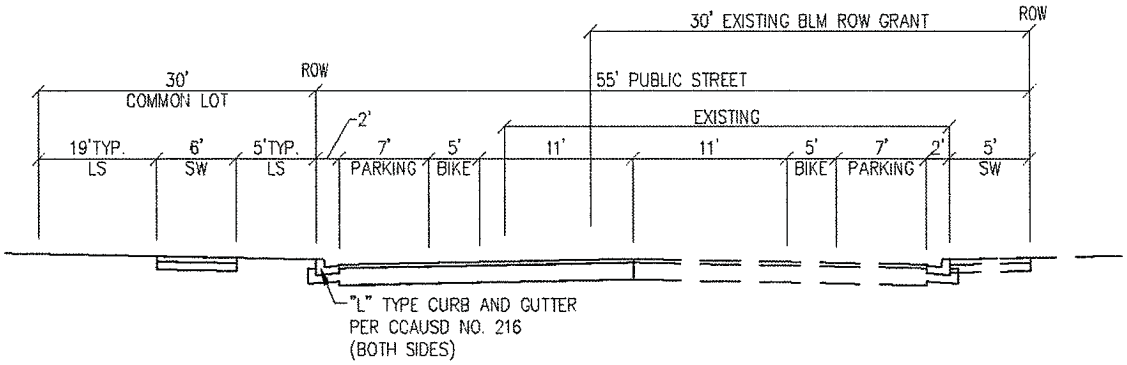
PRJ-57680
02/09/15

DIR-57816



N. MINOR COLLECTOR HALF STREET WITH TRAIL

IRON MOUNTAIN ROAD EAST OF US-95



O. MINOR COLLECTOR HALF STREET

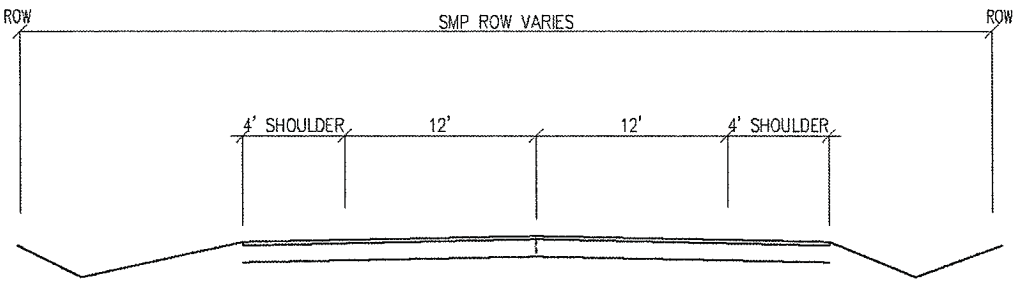
NOTES:
1. NOT USED FOR DIRECT RESIDENTIAL DRIVEWAY ACCESS
2. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
3. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE

SLATER HANIFAN GROUP

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02/09/15

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P. ACCESS ROAD

CCAUSD NO. 209

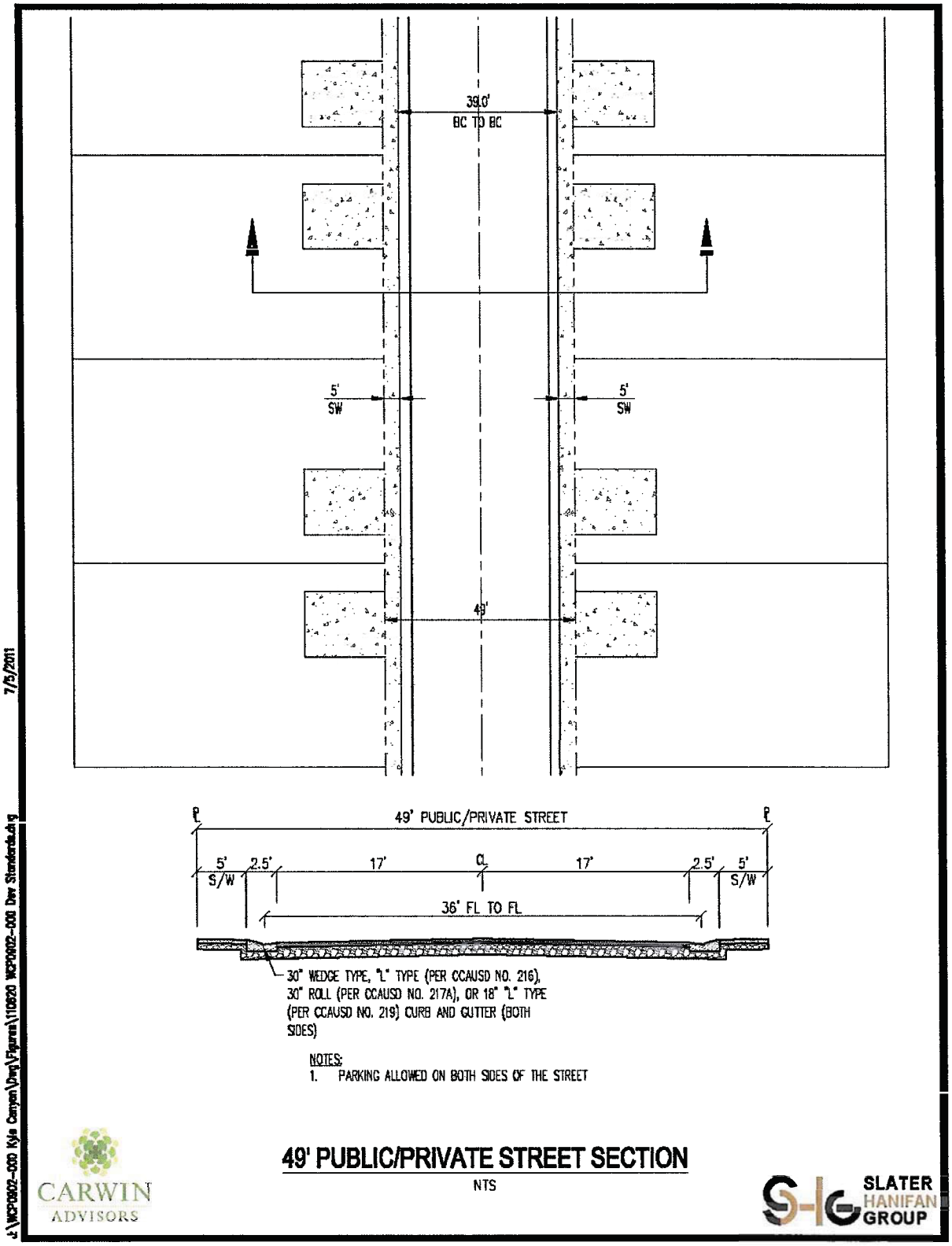
NOTES:
1. NOT USED FOR DIRECT RESIDENTIAL DRIVEWAY ACCESS
2. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA

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DIR-57816



49' PUBLIC/PRIVATE STREET SECTION

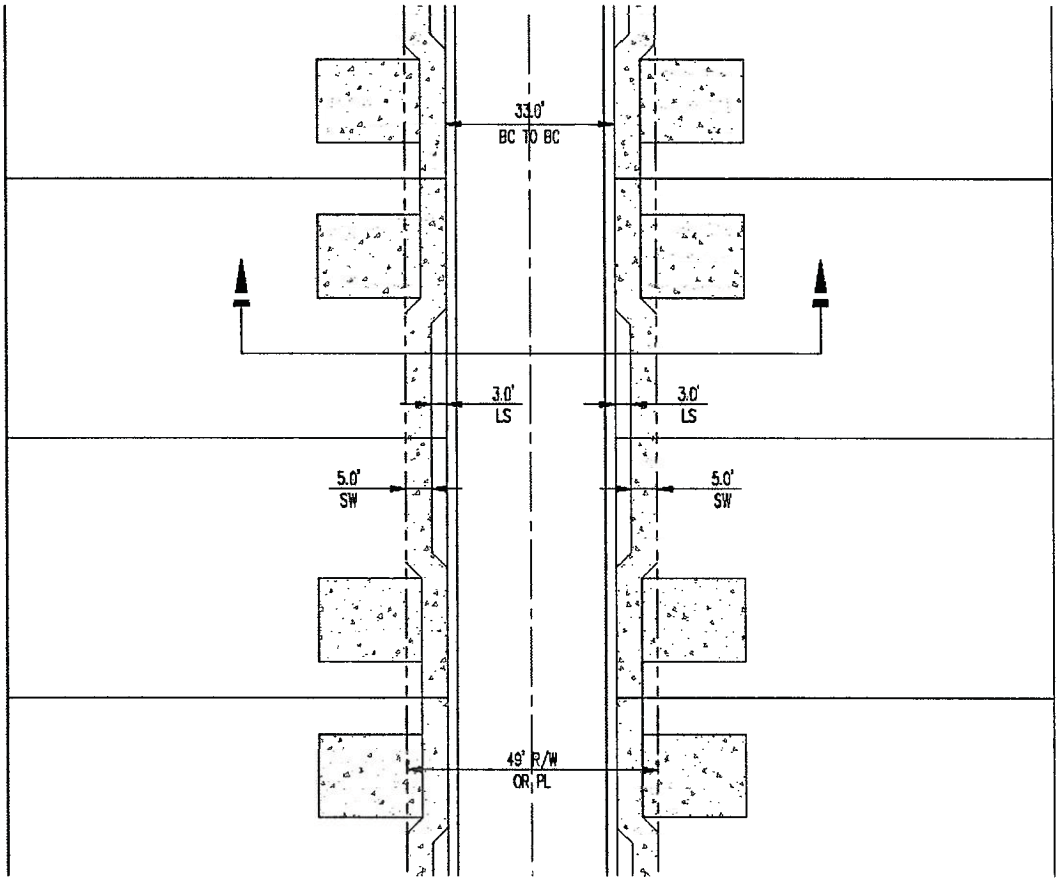
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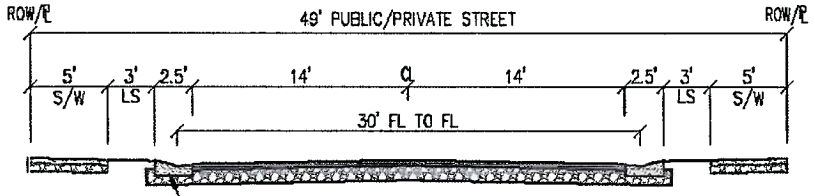
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02/09/15

DIR-57816





30" WEDGE TYPE, "L" TYPE (PER CCAUSD NO. 216), 30" ROLL (PER CCAUSD NO. 217A), OR 18" "L" TYPE (PER CCAUSD NO. 219) CURB AND GUTTER (BOTH SIDES)

NOTES:
1. PARKING ALLOWED ON BOTH SIDES OF THE STREET
2. HOUSES MUST BE SPRINKLED

49' PUBLIC/PRIVATE STREET SECTION (ALT 1)

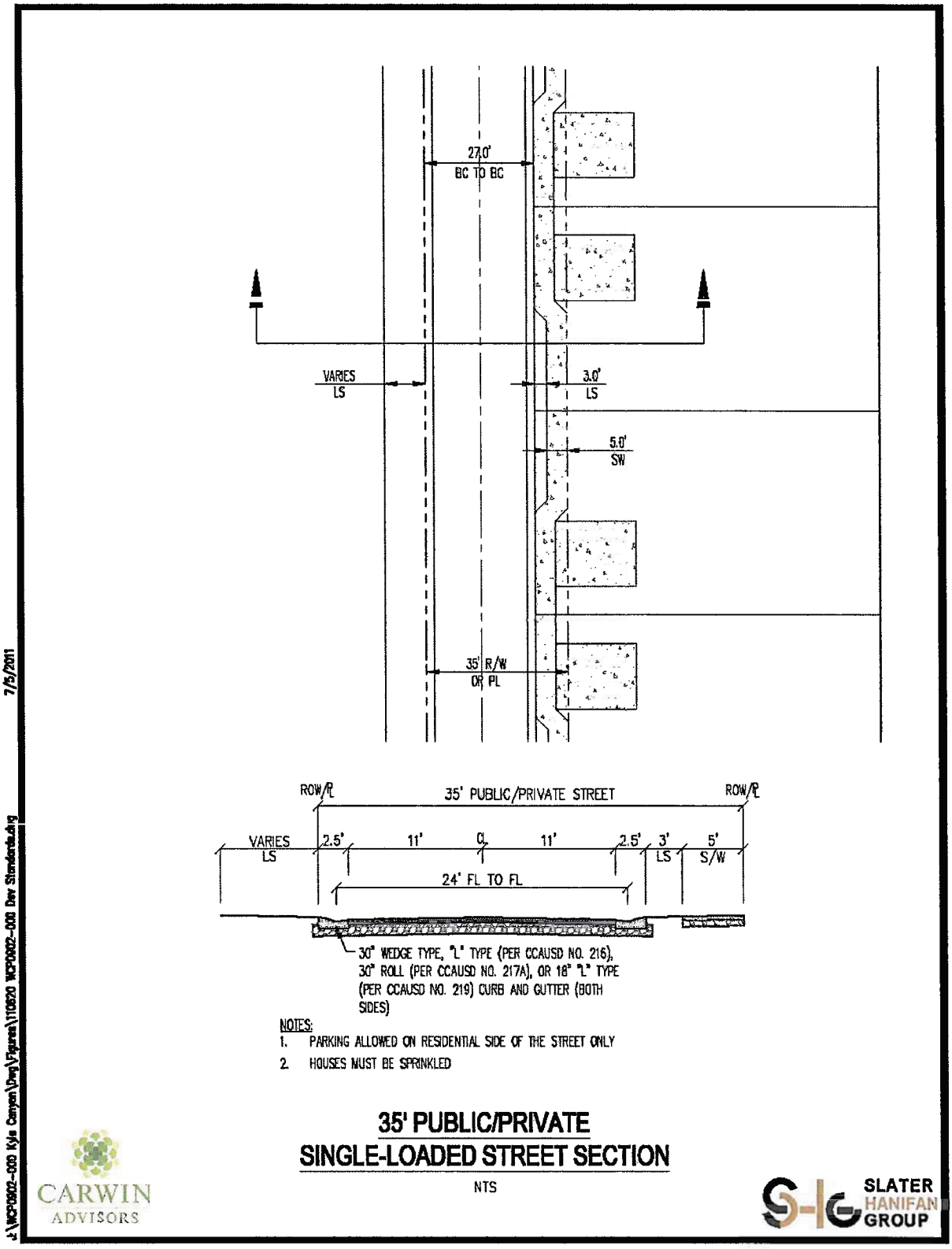
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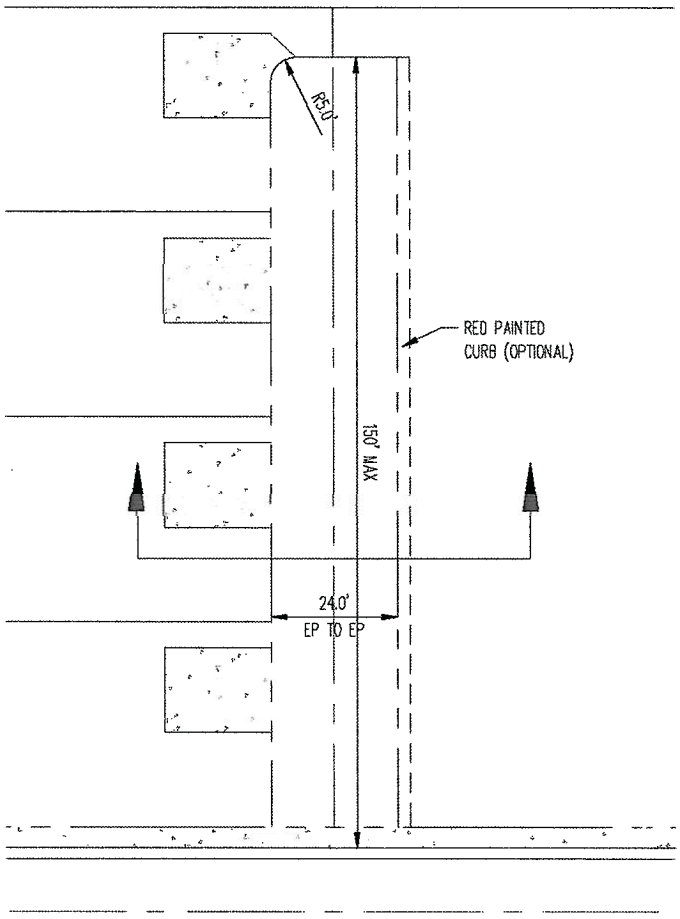
SLATER HANIFAN GROUP

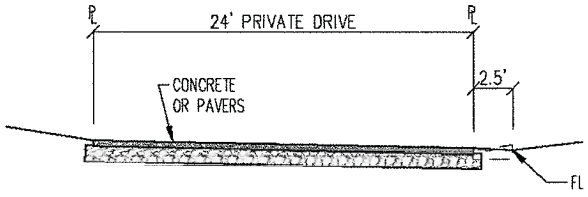
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PRJ-57680
02/09/15
DIR-57816



PRJ-57680
02/09/15
DIR-57816





NOTES:

1. 150' MAXIMUM LENGTH FROM BACK OF CURB
2. MAXIMUM OF FOUR LOTS FRONTING PRIVATE DRIVE
3. ALLOWS PARKING ON ONE SIDE
4. OPTIONAL CURB AND GUTTER ONE SIDE
5. OPTIONAL PAN DRIVEWAY WITH INVERTED CROWN

NOTE: NOTWITHSTANDING ANY OTHER LANGUAGE TO THE CONTRARY IN THE DESIGN GUIDELINES OR THE AGREEMENT. NO PARKING ALLOWED IN FIRE LANES LESS THAN 32 FEET IN WIDTH. FIRE LANE SHALL BE MARKED IN ACCORDANCE WITH ADOPTED FIRE CODE.

24' SHARED PRIVATE DRIVE DETAIL

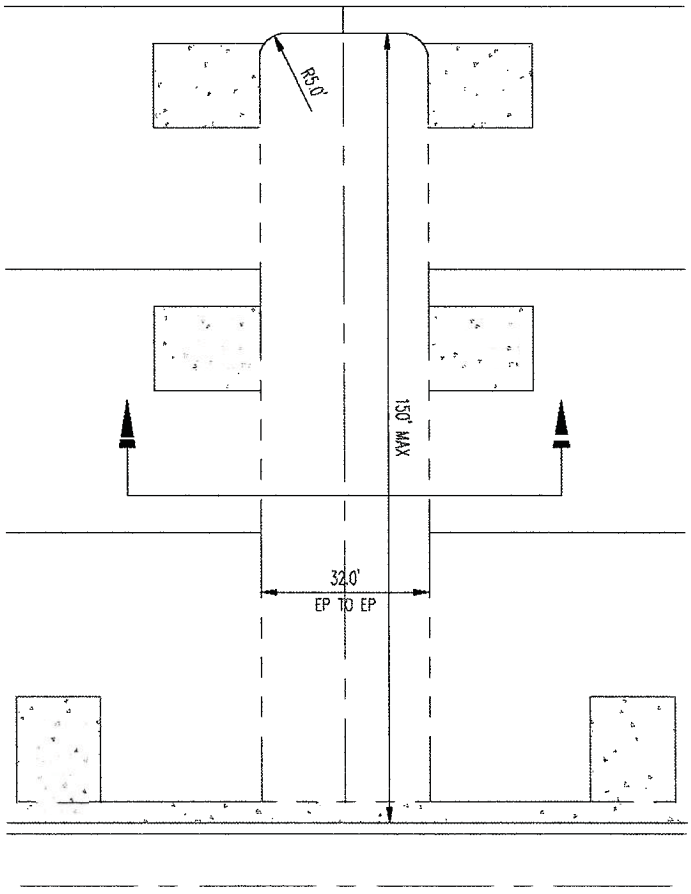
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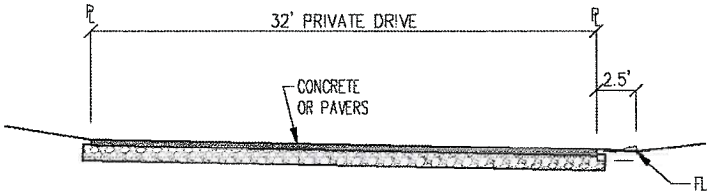
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SLATER HANIFAN GROUP

PRJ-57680
02/09/15

DIR-57816





NOTES:

1. 150' MAXIMUM LENGTH FROM BACK OF CURB
2. MAXIMUM OF FOUR LOTS FRONTING PRIVATE DRIVE
3. ALLOWS PARKING ON BOTH SIDES
4. OPTIONAL CURB AND GUTTER ONE SIDE
5. OPTIONAL PAN DRIVEWAY WITH INVERTED CROWN

NOTE: NOTWITHSTANDING ANY OTHER LANGUAGE TO THE CONTRARY IN THE DESIGN GUIDELINES OR THE AGREEMENT PARKING ALLOWED ON ONE SIDE ONLY, IF PART OF THE REQUIRED FIRE DEPARTMENT ACCESS LANE

32' SHARED PRIVATE DRIVE DETAIL

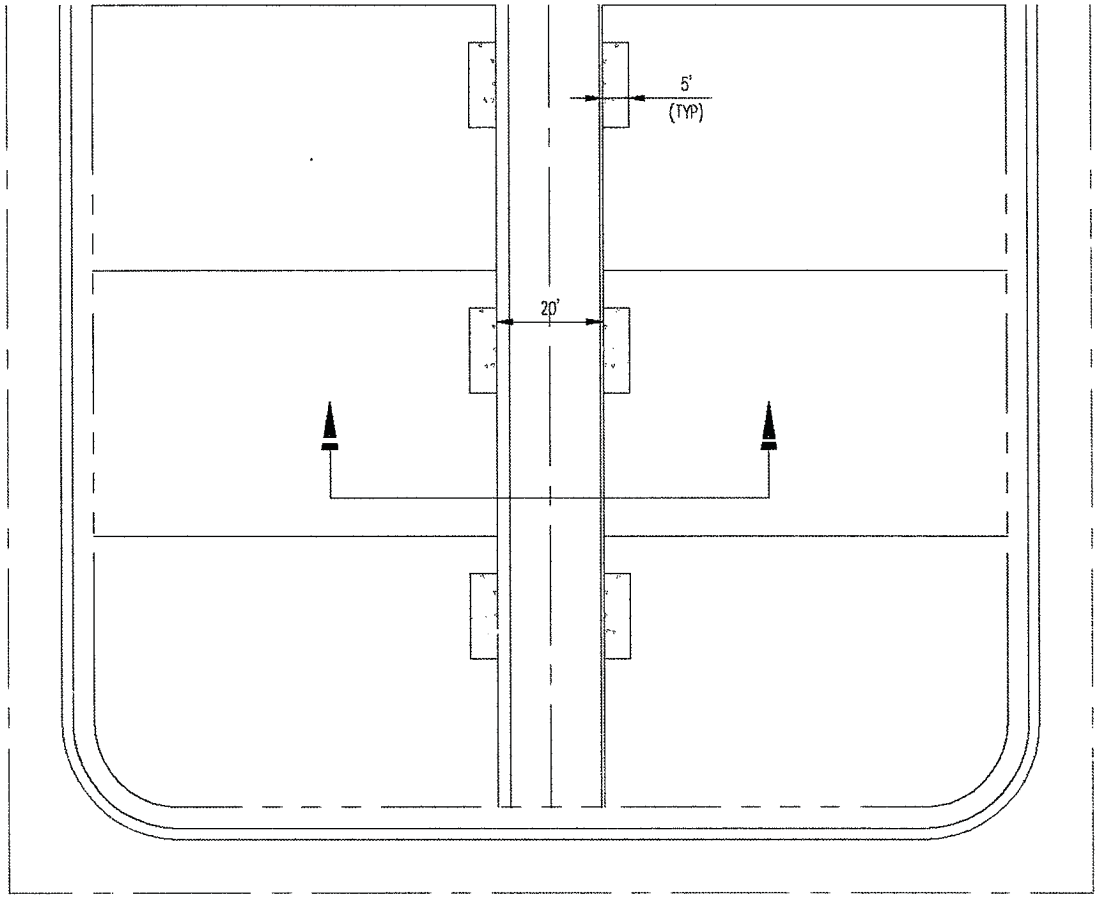
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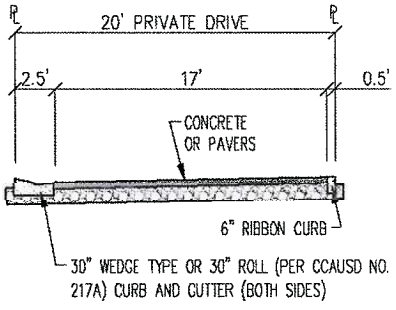
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SLATER HANIFAN GROUP

PRJ-57680
02/09/15

DIR-57816





NOTE: NOTWITHSTANDING ANY OTHER LANGUAGE TO THE CONTRARY IN THE DESIGN GUIDELINES OR THE AGREEMENT, NOT ALLOWED FOR REQUIRED FIRE APPARATUS ACCESS

20' PRIVATE ALLEY DRIVE DETAIL

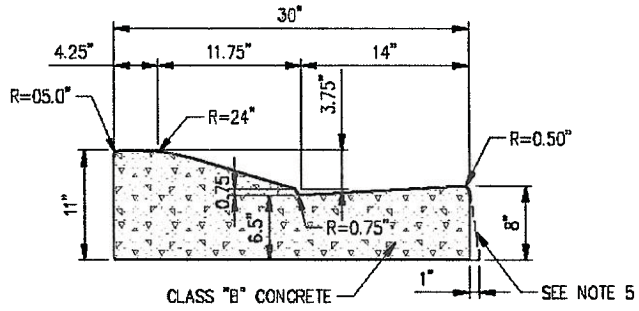
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SLATER HANIFAN GROUP

PRJ-57680
02/09/15

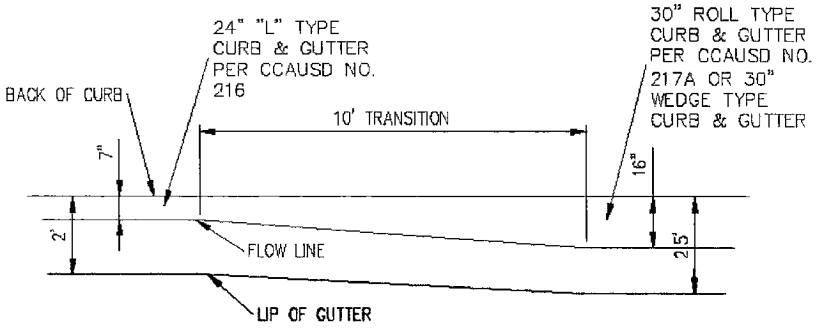
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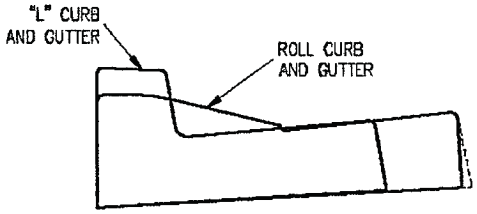


NOTES:
1. MODIFIED CCAUSD NO. 217A
2. ALL CURB FLOW LINES SHALL BE WATER TESTED. ANY CURB THAT DOES NOT FLOW SHALL BE REMOVED AND REPLACED AS DIRECTED BY CLARK COUNTY AT THE SOLE EXPENSE OF THE CONTRACTOR.

30" WEDGE TYPE CURB AND GUTTER

NTS





10' TRANSITION FROM 'L' CURB TO ROLL CURB

NTS

7/5/2011

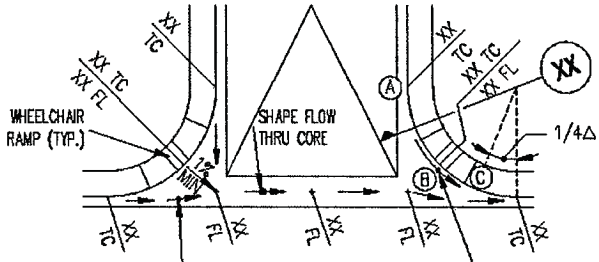
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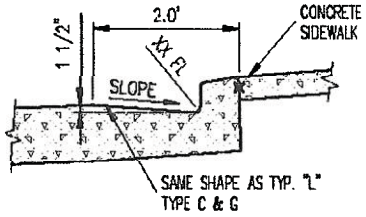
CARWIN ADVISORS

SLATER HANIFAN GROUP

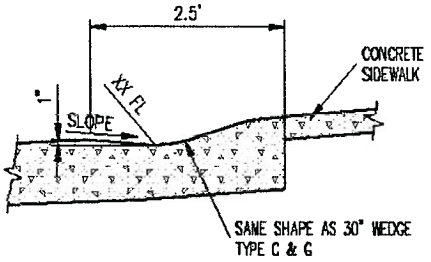
PRJ-57680
02/09/15

DIR-57816





CASE I SECTION XX
SEE CCAUSD 228



CASE II SECTION XX
SEE 30" WEDGE CURB DETAIL

NOTES:
1. MODIFIED CCAUSD NO. 228
2. CROSS GUTTERS TO FLOW AT GRADES SHOWN ON DRAWINGS.
3. CONSTRUCTION STAKING TO BE PROVIDED AT ALL POINTS DESIGNATED BY XX SHOWN ON DETAIL ABOVE.
4. MAINTAIN SECTION "X" FROM POINT A TO POINT B, TRANSITION AREA FROM POINT B TO POINT C.

TYPICAL CROSS GUTTER W/ 30" ROLL TYPE CURB AND GUTTER DETAIL

NTS

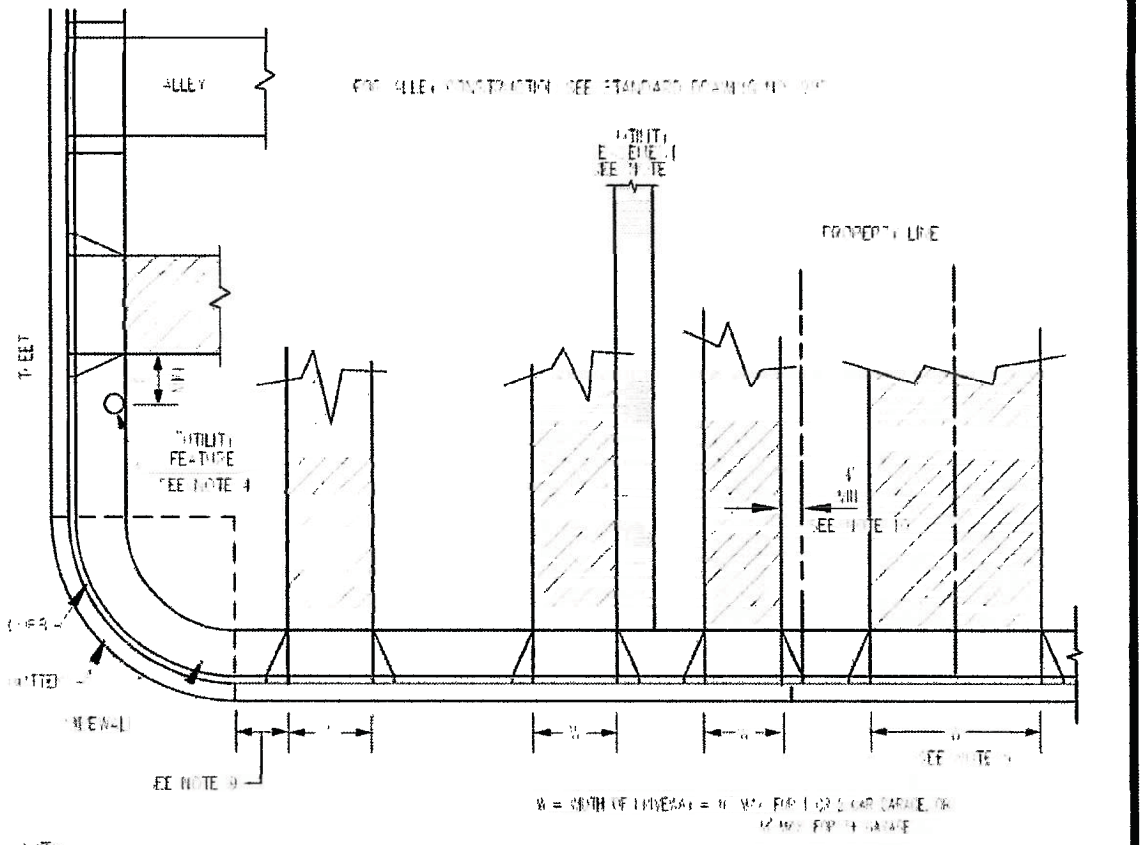
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02/09/15

DIR-57816



W = WIDTH OF DRIVEWAY = 16 MAX. FOR 1 OR 2 CAR GARAGE OR 24 MAX. FOR 3 CAR GARAGE

NOTES:

1. ALL RESIDENTIAL PROPERTIES SHALL HAVE ONLY ONE CURB CUT EXCEPT CIRCULAR DRIVEWAYS AS SHOWN.
2. NO DRIVEWAY SHALL BE LOCATED WHOLLY OR PARTIALLY IN OR OVER A UTILITY EASEMENT WHICH IS PERPENDICULAR TO THE CURB LINE.
3. NO DRIVEWAY SHALL BE LOCATED WITHIN 5 FEET OF A LIGHT POLE UNLESS ACCEPTED BY THE CLARK COUNTY TRAFFIC ENGINEER, FIRE HYDRANT, MAIL BOX, ABOVE-GROUND ELECTRICAL TRANSFORMER BOX OR BLOCK WALL HIGHER THAN 2 FEET.
4. CURVED OR FLARED CONSTRUCTION MAY BE PERMITTED AT ANY TWO RESIDENTIAL PROPERTIES OF 60 FEET IN WIDTH OR LESS. THE WIDTH OF THE LIGHT DRIVEWAY SHALL BE A STANDARD OF 16 FEET. A 5 FOOT DRIVEWAY EASEMENT SHALL BE REQUIRED.
5. DIMENSIONS APPLY TO NEW CONSTRUCTION ONLY, AND MAY VARY IN EXISTING SITUATIONS WITH THE APPROVAL OF THE ENGINEER.
6. MULTI-FAMILY RESIDENTIAL AND ALL NON-RESIDENTIAL DRIVEWAYS SHALL CONFORM TO THE APPROPRIATE DRIVEWAY STANDARDS.
7. ALL DRIVEWAY LOCATIONS SHALL BE SUBJECT TO REVIEW AND APPROVAL BY THE ENGINEER.
8. FOR CURB DEPRESSION AND DRIVEWAY APRON DETAIL, SEE BOARD NO. 225.
9. 5' MINIMUM AT INTERIOR CONFIGURATION ENTRANCE TYPE FOR LOTS 40' WIDE OR LESS AND 10' MINIMUM AT CUL-DE-SAC ENTRANCE.
10. THE 4' DISTANCE FROM DRIVEWAY TO SIDE PROPERTY LINE SHOULD BE FOR LOT 40' WIDE OR LESS AND ALL CORNER LOT PROPERTY SHOULD HAVE THE STANDARD 5'.

MODIFIED RESIDENTIAL DRIVEWAY GEOMETRICS

MODIFIED STANDARD NO. 222 (INTERIOR STREETS ONLY)

NTS

CARWIN ADVISORS

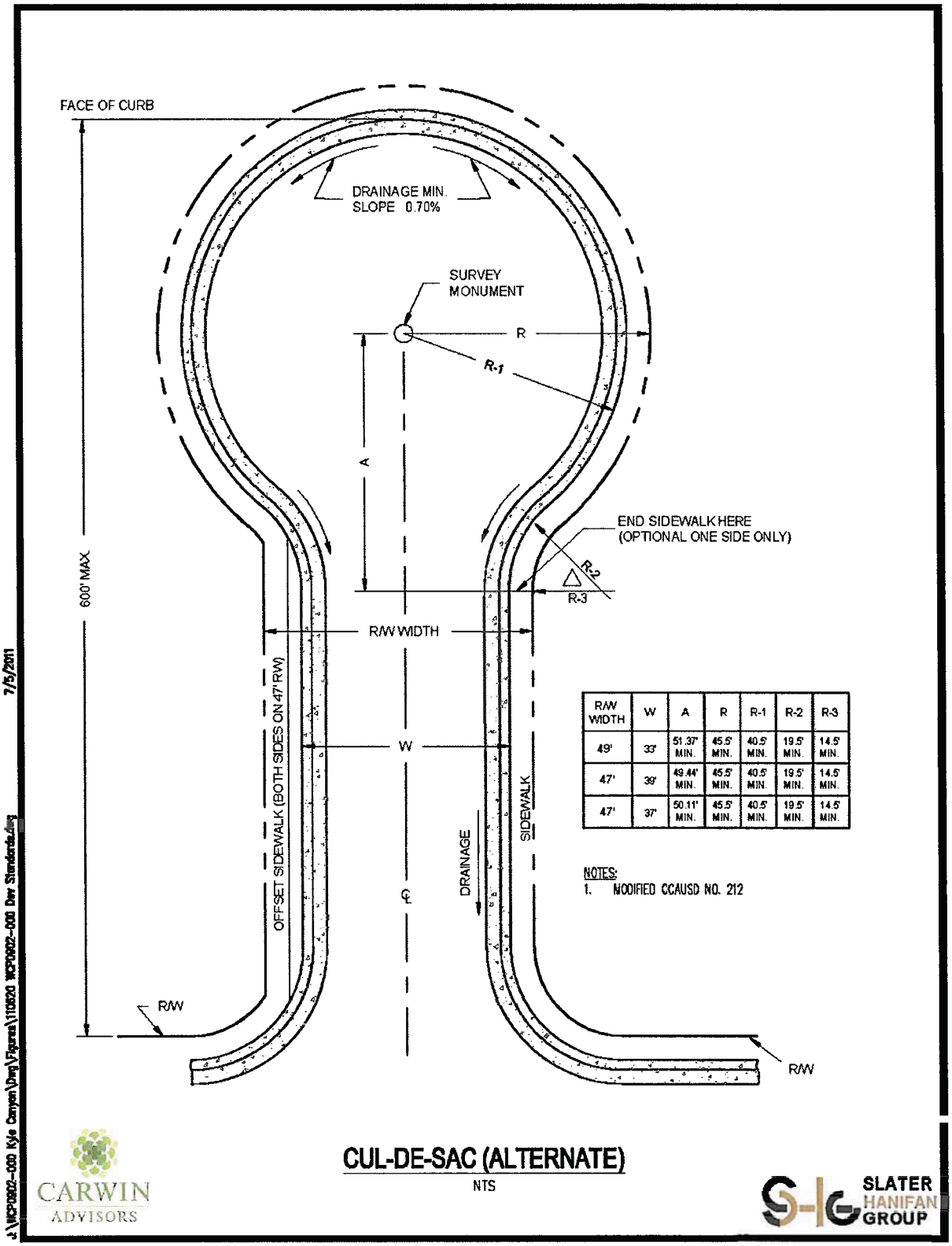
SLATER HANIFAN GROUP

10/25/2011

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02/09/15

DIR-57816



R/W WIDTH	W	A	R	R-1	R-2	R-3
49'	33'	51.37' MIN.	45.5' MIN.	40.5' MIN.	19.5' MIN.	14.5' MIN.
47'	39'	49.44' MIN.	45.5' MIN.	40.5' MIN.	19.5' MIN.	14.5' MIN.
47'	37'	50.11' MIN.	45.5' MIN.	40.5' MIN.	19.5' MIN.	14.5' MIN.

NOTES:
1. MODIFIED CCAUSD NO. 212

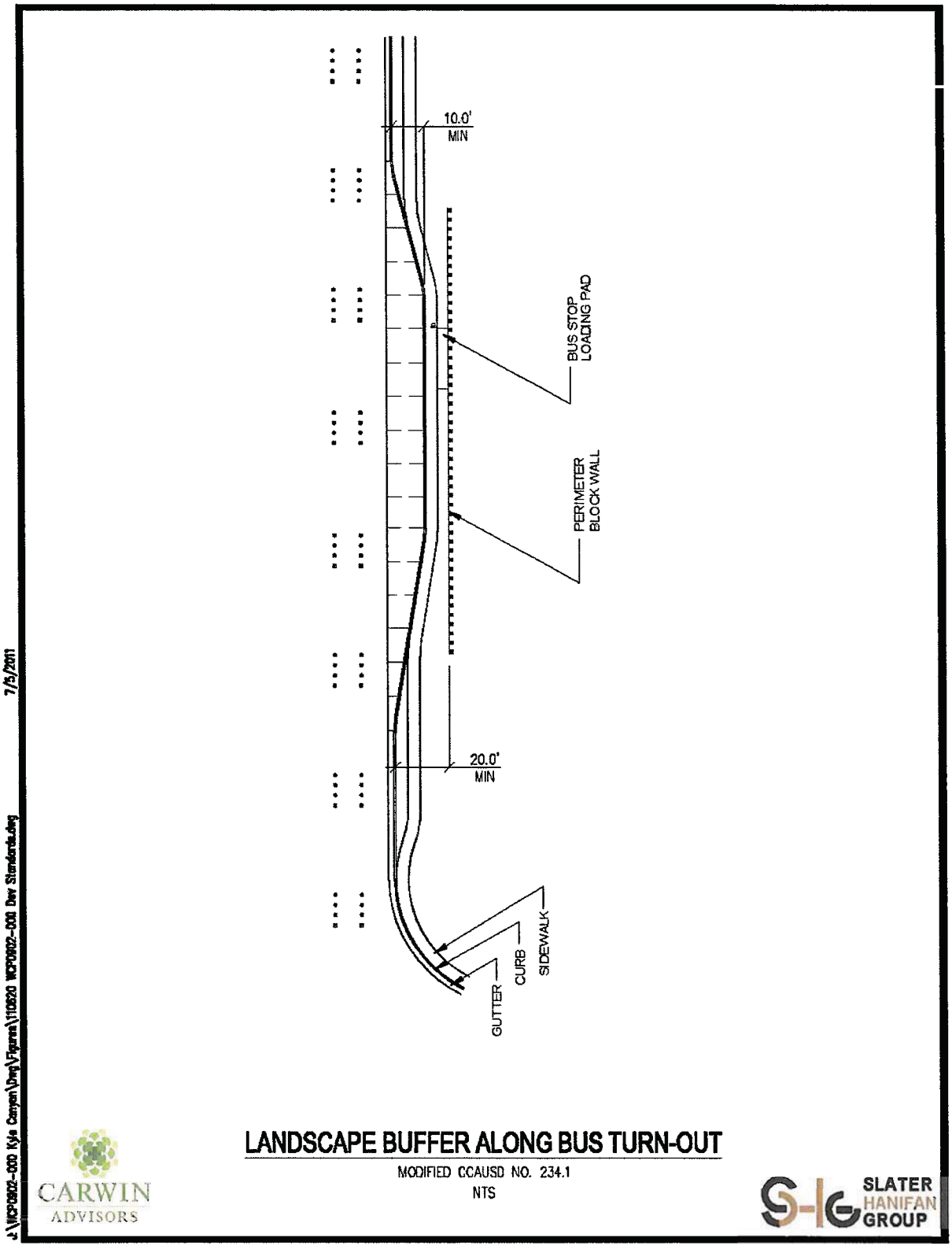
CUL-DE-SAC (ALTERNATE)
NTS

CARWIN ADVISORS

SLATER HANIFAN GROUP

PRJ-57680
02/09/15

DIR-57816



LANDSCAPE BUFFER ALONG BUS TURN-OUT

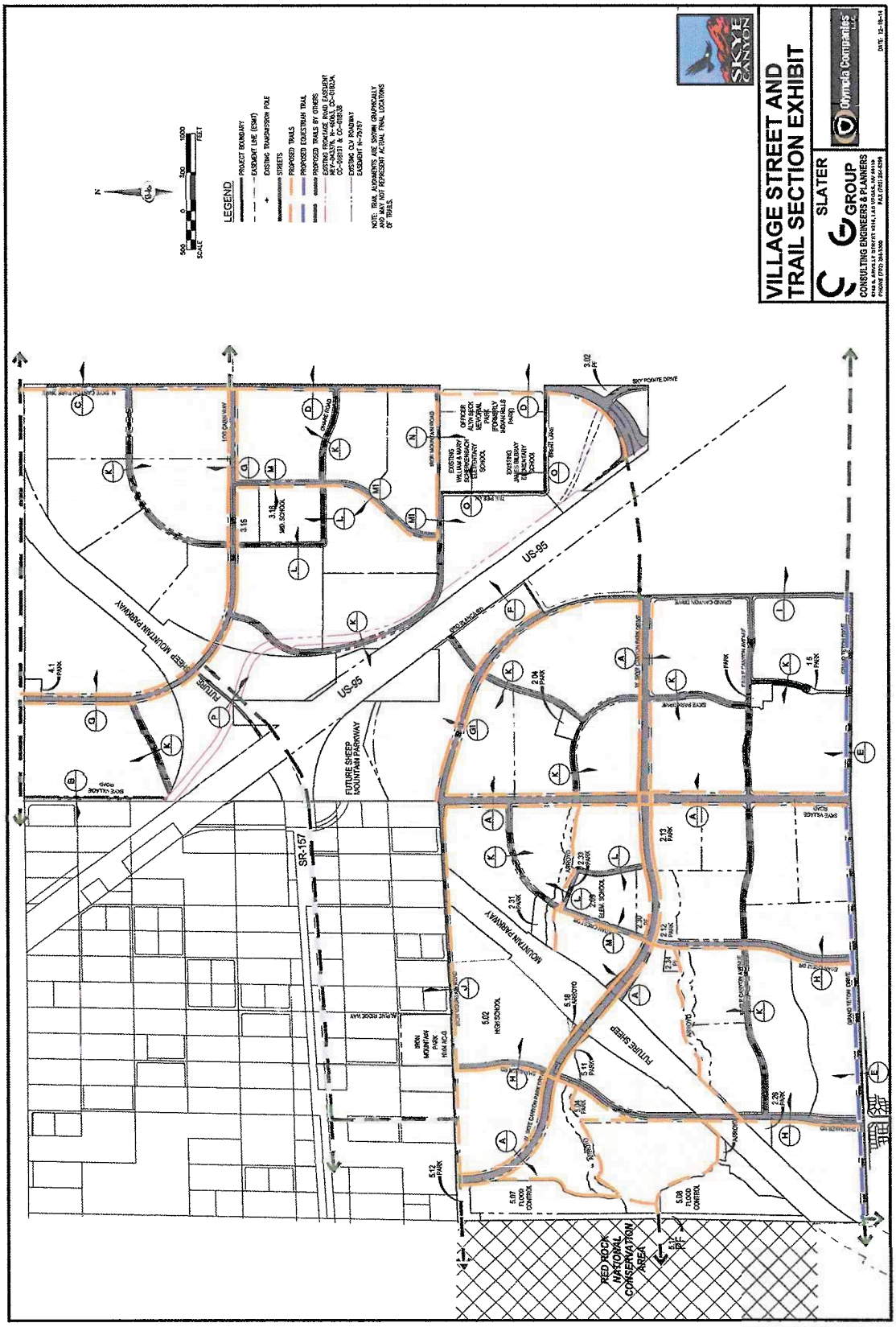
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NTS

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SLATER HANIFAN GROUP

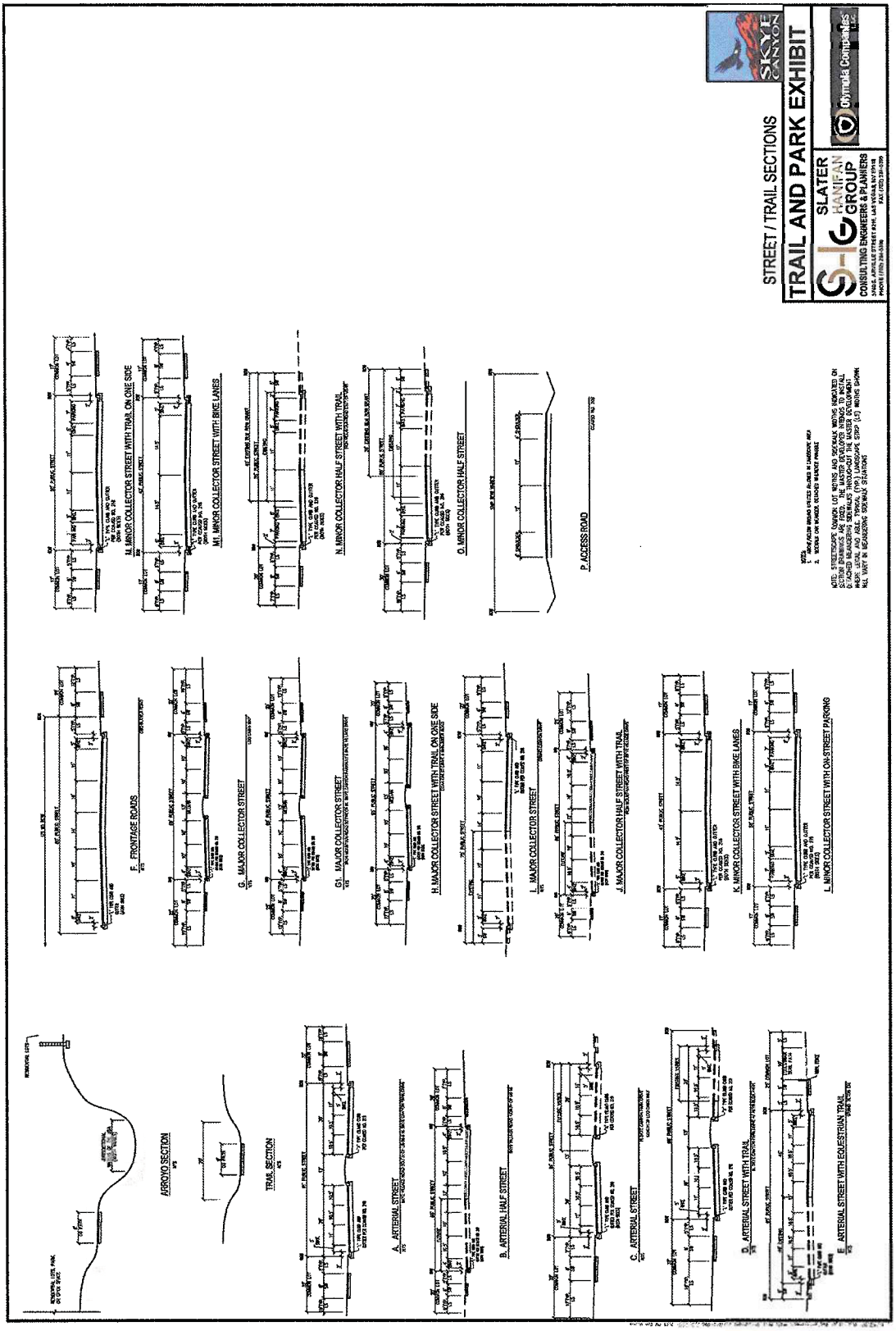
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02/09/15

DIR-57816



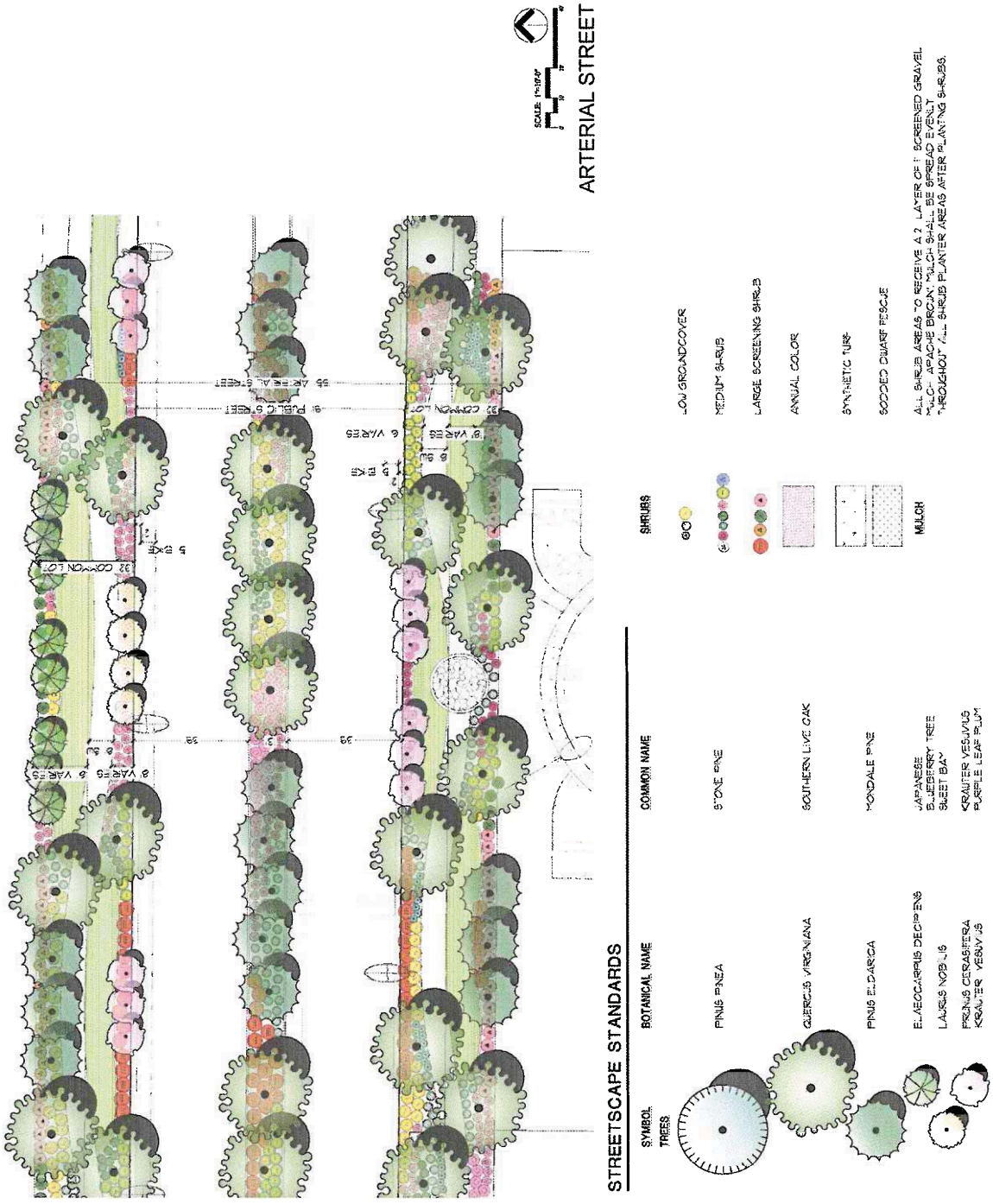
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PRJ-57680
02/09/15



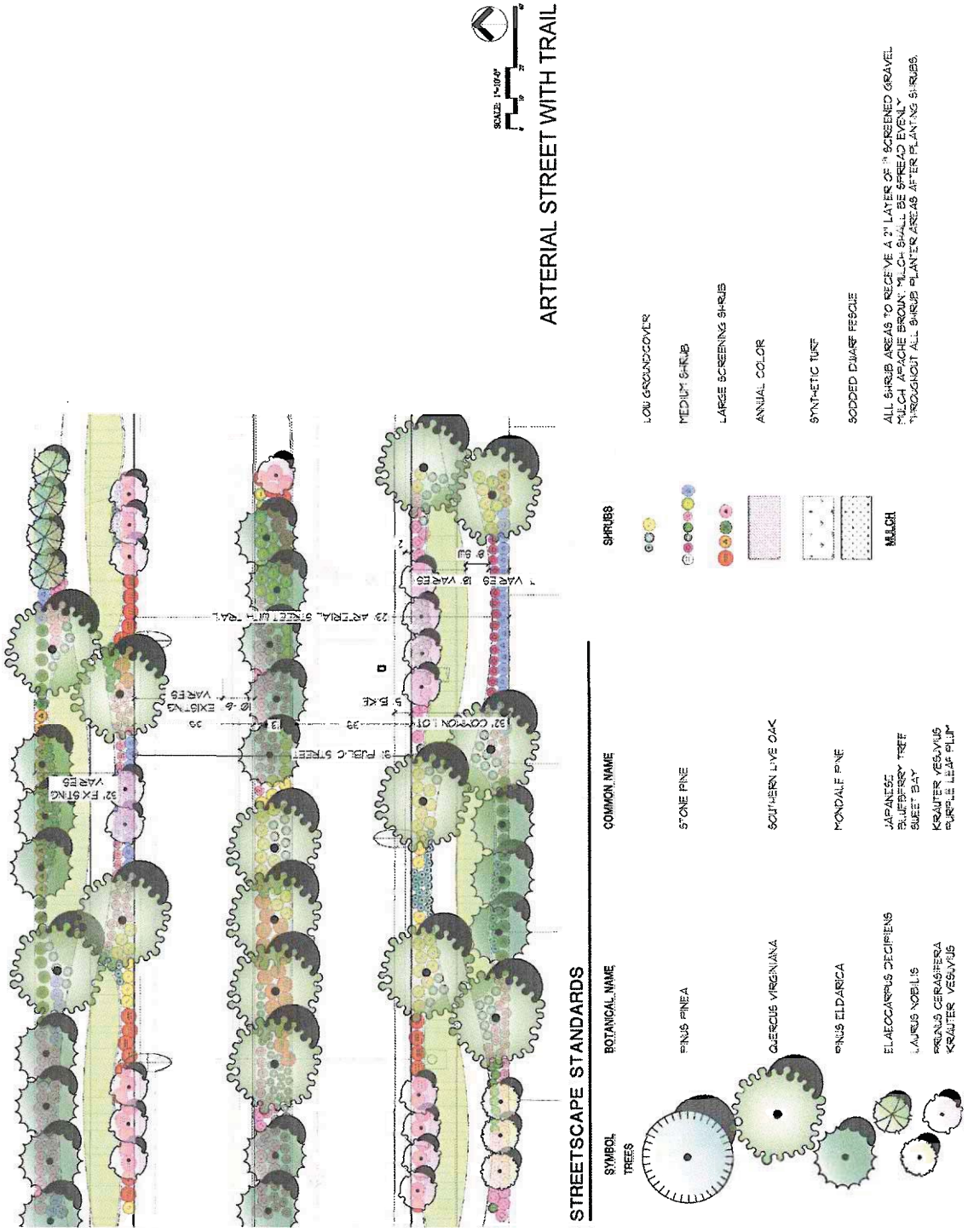
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02/09/15



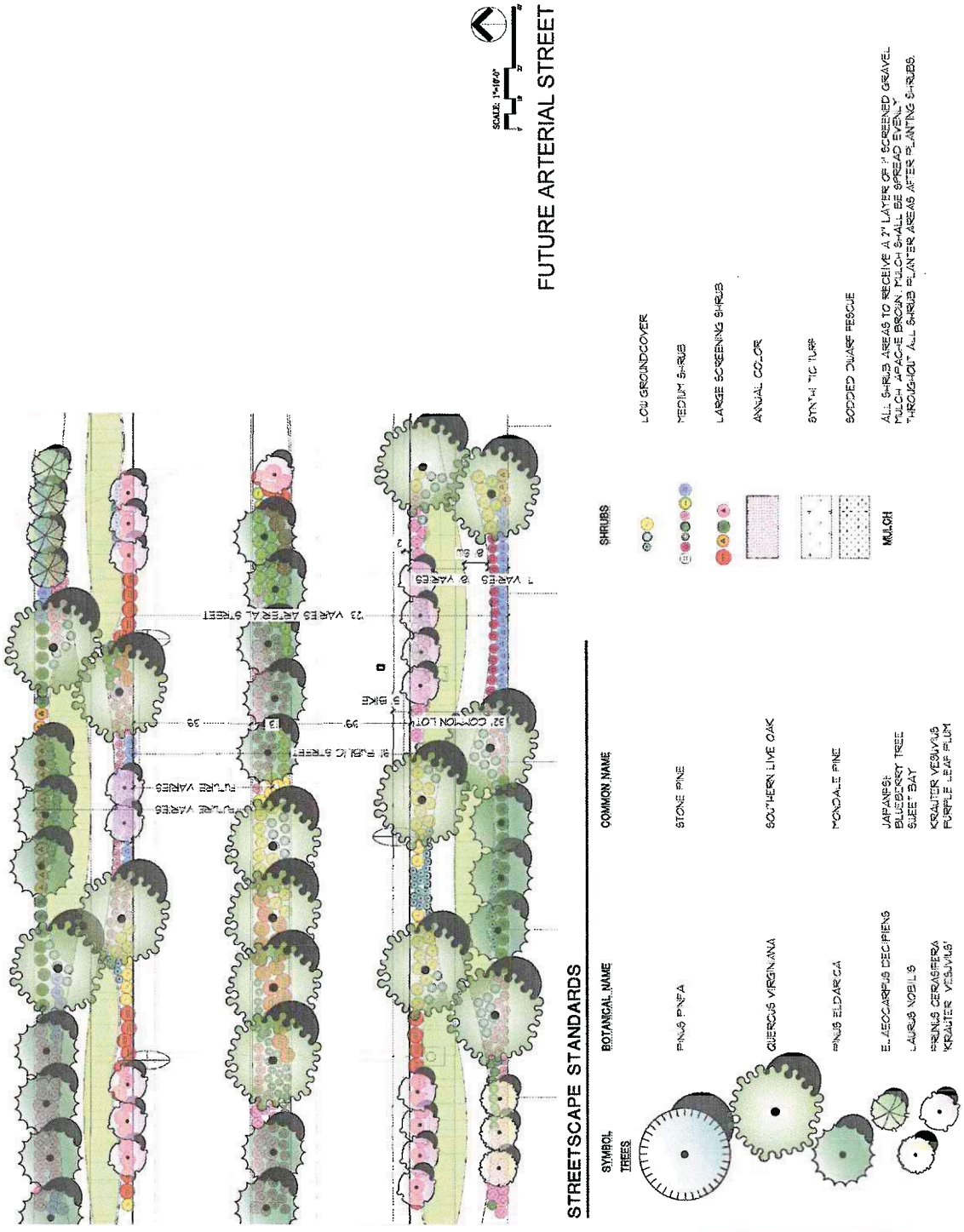
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02/09/15



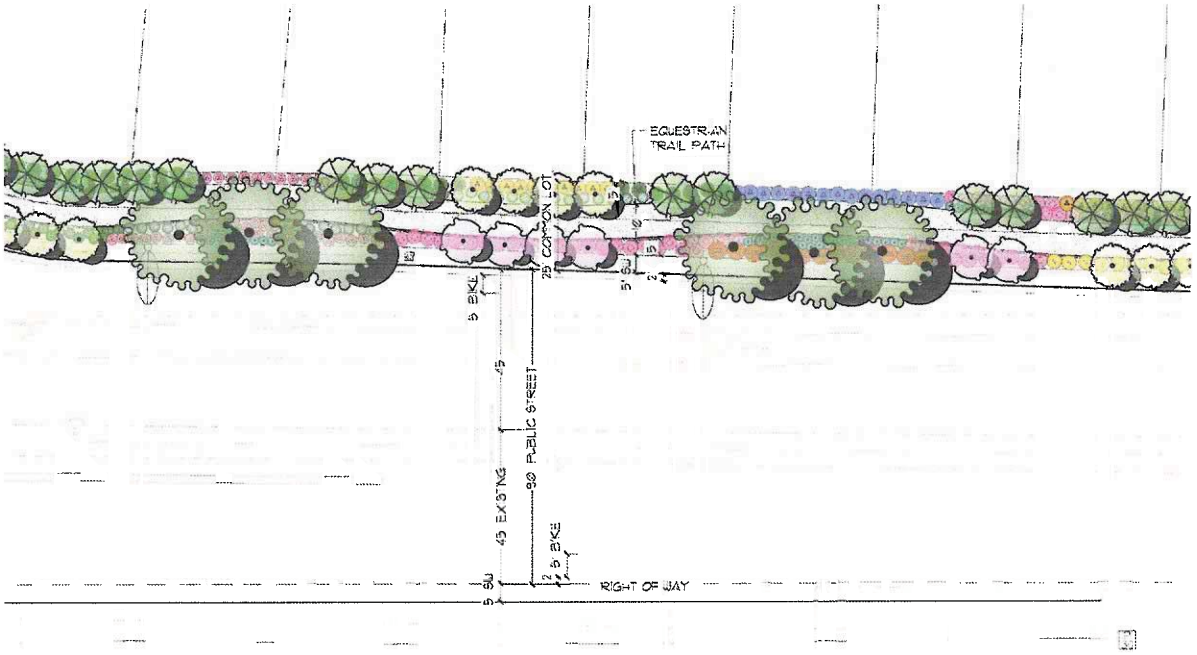
DIR-57816

PRJ-57680
02/09/15



DIR-57816

PRJ-57680
02/09/15



SCALE: 1"=10'-0"

ARTERIAL STREET WITH EQUESTRIAN TRAIL

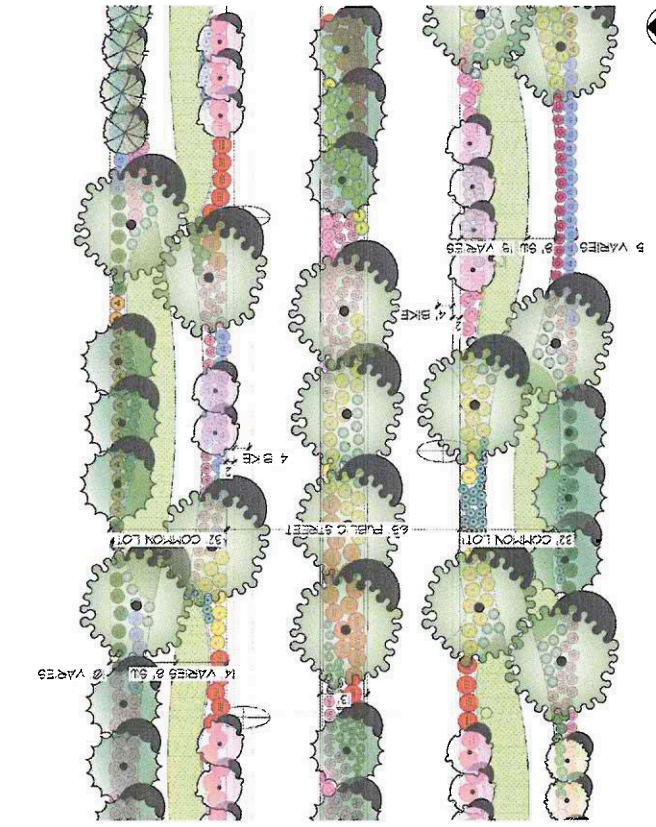
STREETSCAPE STANDARDS

SYMBOL	BOTANICAL NAME	COMMON NAME
TREES		
	PINUS PINEA	STONE PINE
	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK
	PINUS ELDARICA	MONDALE PINE
	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY TREE
	LAURUS NOBILIS	SWEET BAY
	PRUNUS CERASIFERA 'KRAUTER VESUVIUS'	KRAUTER VESUVIUS PURPLE LEAF PLUM

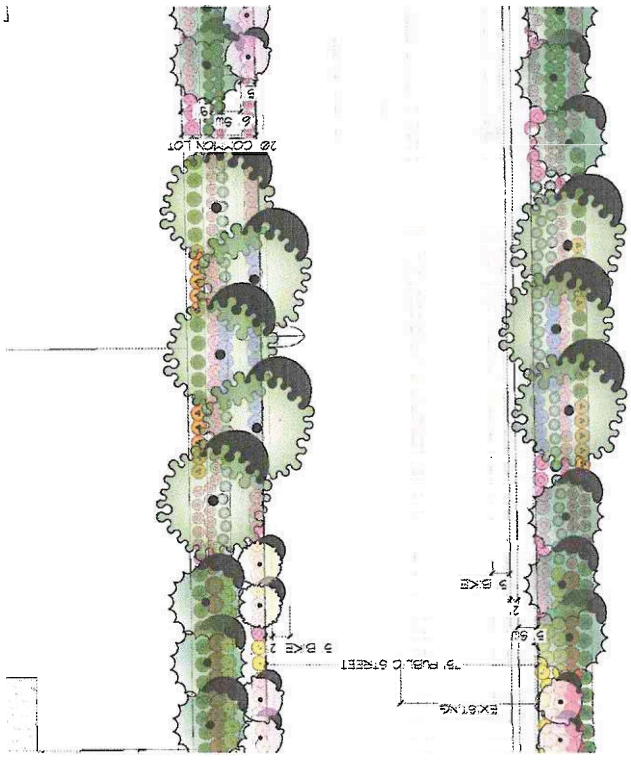
SHRUBS	
	LOW GROUNDCOVER
	MEDIUM SHRUB
	LARGE SCREENING SHRUB
	ANNUAL COLOR
	SYNTHETIC TURF
	SODDED DWARF FESCUE
MULCH	ALL SHRUB AREAS TO RECEIVE A 2" LAYER OF 1" SCREENED GRAVEL MULCH APACHE BROWN. MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL SHRUB PLANTER AREAS AFTER PLANTING SHRUBS

PRJ-57680
02/09/15

DIR-57816



MAJOR COLLECTOR STREET

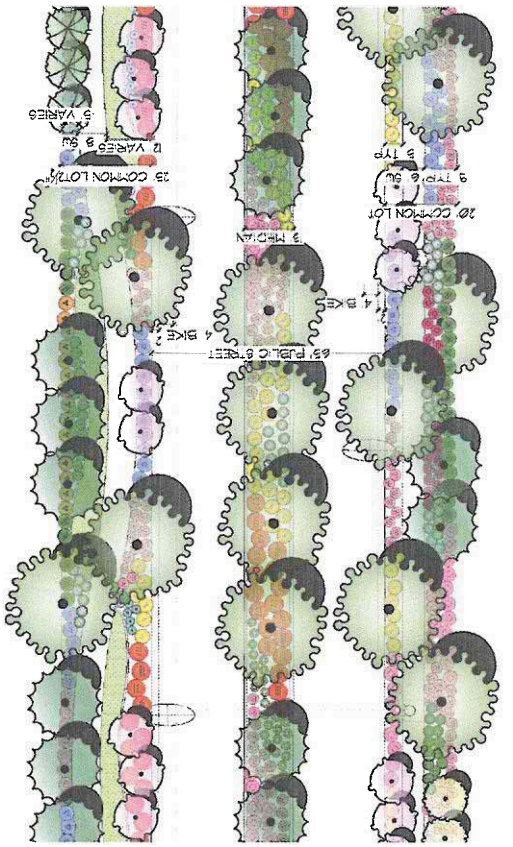


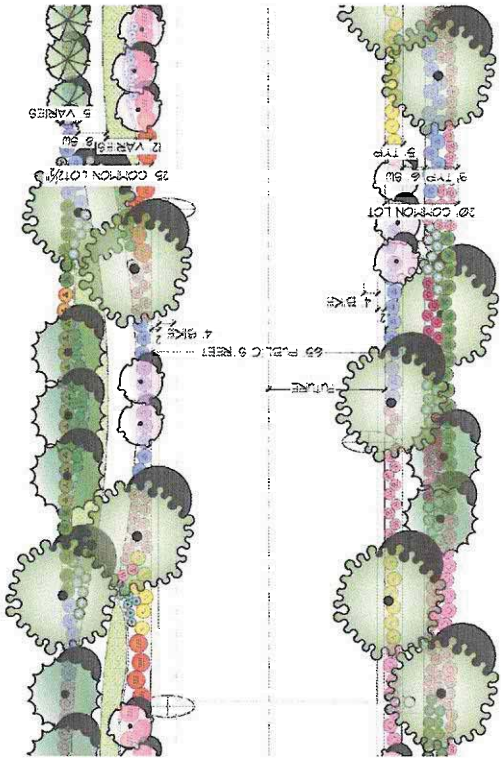
STREETSCAPE STANDARDS

SYMBOL	BOTANICAL NAME	COMMON NAME
TREES		
	PINUS PINEA	STONE PINE
	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK
	PINUS ELDARICA	MONDALE PINE
	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY TREE
	LAURUS NOBILIS	SWEET BAY
	PRUNUS CERASIFERA KRAUTER VESUVIUS	KRAUTER VESUVIUS PURPLE LEAF PLUM
SHRUBS		
		LOW GROUNDCOVER
		MEDIUM SHRUB
		LARGE SCREENING SHRUB
		ANNUAL COLOR
		SYNTHETIC TURF
		SODDED DWARF FESCUE
MULCH		ALL SHRUB AREAS TO RECEIVE A 2" LAYER OF ½" SCREENED GRAVEL MULCH "APACHE BROWN". MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL SHRUB PLANTER AREAS AFTER PLANTING SHRUBS

DIR-57816

PRJ-57680
02/09/15





MAJOR COLLECTOR STREET WITH TRAIL

SCALE: 1"=10'-0"

STREETSCAPE STANDARDS

SYMBOL	BOTANICAL NAME	COMMON NAME
TREES		
	PINUS PINEA	STONE PINE
	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK
	PINUS ELDARICA	MONDELL PINE
	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY TREE
	LAURUS NOBILIS	SWEET BAY
	PRUNUS CERASIFERA 'KRAUTER VESUVIUS'	KRAUTER VESUVIUS PURPLE LEAF PLUM

SHRUBS

- GROUNDCOVER
- MEDIUM SHRUB
- LARGE SCREENING SHRUB
- ANNUAL COLOR
- SYNTHETIC TURF
- SODDED DWARF FESCUE
- MULCH

ALL SHRUB AREAS TO RECEIVE A 2" LAYER OF ½" SCREENED GRAVEL. MULCH APACHE BROWN. MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL SHRUB PLANTER AREAS AFTER PLANTING SHRUBS

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MINOR COLLECTOR STREET WITH TRAIL

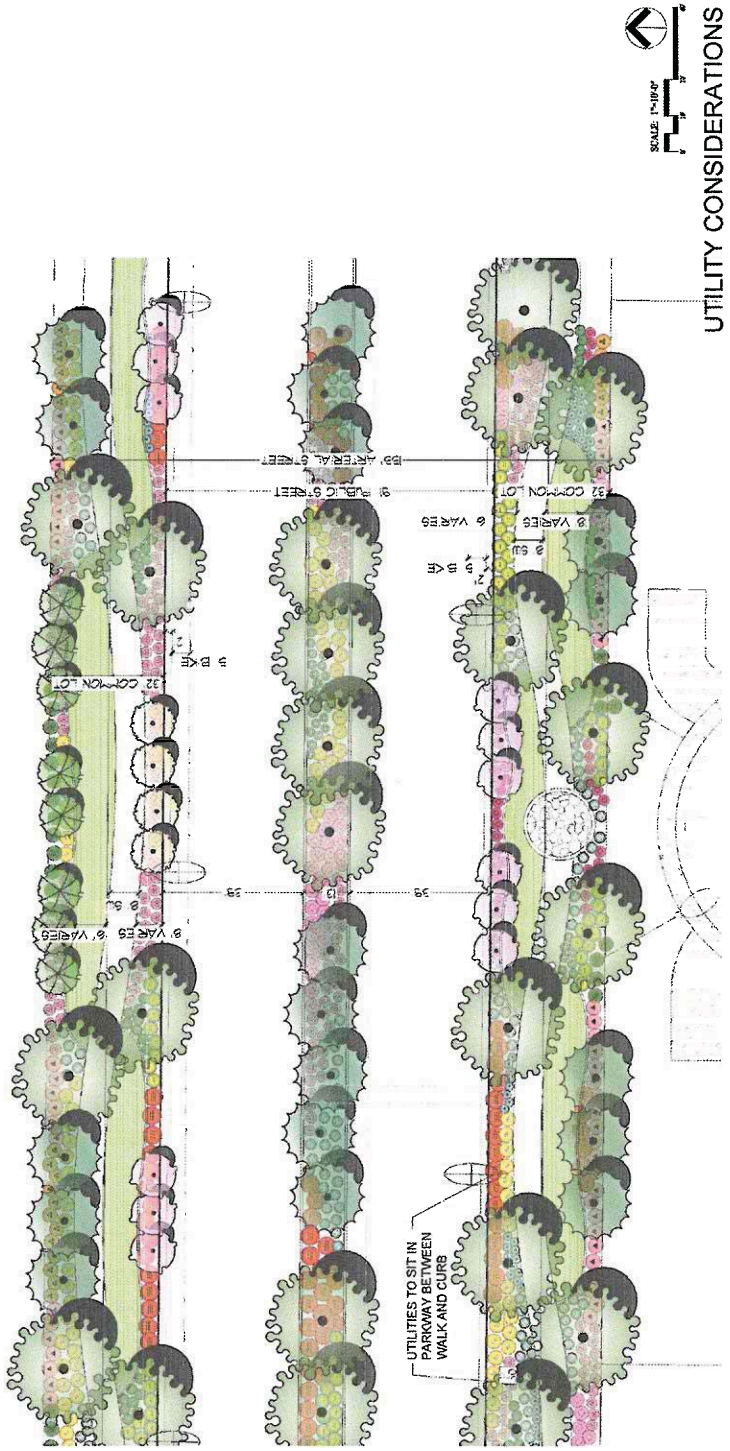
SCALE: 1"=10'-0"

STREETSCAPE STANDARDS

SYMBOL	BOTANICAL NAME	COMMON NAME
TREES		
	PINUS PINEA	STONE PINE
	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK
	PINUS ELDARICA	MONDALE PINE
	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY TREE
	LAURUS NOBILIS	SWEET BAY
	PRUNUS CERASIFERA KRAUTER VESUVIUS	KRAUTER VESUVIUS PURPLE LEAF PLUM
SHRUBS		
		LOW GROUNDCOVER
		MEDIUM SHRUB
		LARGE SCREENING SHRUB
		ANNUAL COLOR
		SYNTHETIC TURF
		SODDED DWARF FESCUE
MULCH		ALL SHRUB AREAS TO RECEIVE A 2" LAYER OF 1" SCREENED GRAVEL MULCH. APACHE BROWN MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL SHRUB PLANTER AREAS AFTER PLANTING SHRUBS

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STREETSCAPE STANDARDS

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TREES		
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SHRUBS		LOW GROUNDCOVER
		MEDIUM SHRUB
		LARGE SCREENING SHRUB
		ANNUAL COLOR
		SYNTHETIC TURF
		SODDED DWARF FESCUE
MULCH		ALL SHRUB AREAS TO RECEIVE A 2" LAYER OF 1" SCREENED GRAVEL MULCH. APACHE BROWN MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL SHRUB PLANTER AREAS AFTER PLANTING SHRUBS

SCALE: 1"=10'-0"

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Appendix A – Plant List

Botanical Name	Common Name
Trees	
Acacia aneura	Mulga Acacia
Acacia constricta	White Thorn Acacia
Acacia farnesiana (=A. smallii)	Sweet Acacia
Acacia greggii	Cat's Claw Acacia
Acacia pendula	Weeping Acacia
Acacia salicina	Willow Acacia
Acacia schaffneri	Twisted Acacia
Acacia stenophylla	Shoestring Acacia
Arbutus unedo	Strawberry Tree
Bismarckia nobilis	Bismarck Palm
Brachychiton populneus	Bottle Tree
Brahea armata	Mexican Blue Palm
Butia capitata	Pindo Palm
Cedrus atlantica 'glauca'	Blue Atlas Cedar
Cedrus deodora	Deodar Cedar
Celtis occidentalis	Common Hackberry
Celtis reticulata	Netleaf Hackberry
Ceratonia siliqua	Carob Tree
Cercis canadensis	Eastern Redbud
Cercis occidentalis	Western Redbud
Chamaerops humilis	Mediterranean Fan Palm
Chilopsis linearis + hybrids	Desert Willow
x Chitalpa tashkentensis	Chitalpa
Cordia boissieri	Texas Olive
Cotinus coggygria	Smoke Tree
Cupressus glabra	Arizona Cypress
Cupressus sempervirens	Italian Cypress
Ebenopsis ebano (=Pithecellobium)	Texas Ebony
Elaeocarpus decipiens	Japanese Blueberry
Eriobotrya japonica	Loquat
Eucalyptus microtheca	Coolibah Tree
Eucalyptus polyanthemos	Silver Dollar Gum
Eucalyptus species	Eucalyptus/Gum Tree
Eysenhardtia orthocarpa	Kidneywood
Fraxinus greggii	Littleleaf Ash
Fraxinus oxycarpa 'Raywood'	Raywood Ash
Fraxinus velutina	Arizona Ash
F. v. glabra	Modesto Ash
F. v. 'Rio Grande,' 'Fan-Tex'	Fan-Tex/Rio Grande Ash
Geijera parviflora	Australian Willow
Gleditsia triacanthos cultivars	Honey Locust
Koelreuteria bipinnata	Chinese Flame Tree

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Botanical Name	Common Name
Trees	
Koelreuteria paniculata	Goldenrain Tree
Lagerstroemia indica	Crape Myrtle
Laurus nobilis	Bay Laurel
Leucaena retusa	Golden Ball Lead Tree
Olea europaea 'Swan Hill,' 'Wilson'	Swan Hill or Wilson Olive
Parkinsonia aculeata	Mexican Palo Verde
Parkinsonia florida	Blue Palo Verde
Parkinsonia microphylla	Foothills Palo Verde
Parkinsonia x 'Desert Museum'	Desert Museum Palo Verde
Parkinsonia x 'Sonoran Emerald'	Sonoran Emerald Palo Verde
Phoenix canariensis	Canary Island Date Palm
Phoenix dactylifera	Date Palm
Pinus eldarica	Mondell/Afghan Pine
Pinus halepensis	Aleppo Pine
Pinus pinea	Stone Pine
Pinus roxburghii	Chir Pine
Pistachia chinensis	Chinese Pistache
Pistachia chinensis 'Red Push'	Red Push Pistache
Pistachia lentiscus	Mastic Tree
Pittoposrum angustifolium (=P. phylliraeoides)	Willow Pittosporum
Platanus acerifolia	London Plane Tree, Sycamore
Platanus mexicanum	Mexican Sycamore
Platanus wrightii	Arizona Sycamore
Podocarpus macrophyllus	Yew Pine
Prosopis alba	Argentine Mesquite
var. 'Colorado'	Colorado Mesquite
var. 'Cooperi'	Thornless Argentine Mesquite
Prosopis chilensis	Chilean Mesquite
var. 'Thornless' or 'Arizona'	Thornless Chilean Mesquite
Prosopis glandulosa glandulosa	Texas Honey Mesquite
var. 'Maverick'	Thornless Honey Mesquite
Prosopis glandulosa torreyana	Western Honey Mesquite
Prosopis pubescens	Screwbean Mesquite
Prosopis velutina (= juliflora)	Native/Velvet Mesquite
Prosopis x 'Phoenix'	Thornless Hybrid Mesquite
Prosopis x 'Rio Salado'	Thornless Hybrid Mesquite
Pyrus calleryana	Ornamental Pear
Pyrus calleryana 'Bradford'	Bradford Pear
Quercus buckleyi	Texas Red Oak
Quercus buckleyi 'Red Rock'	Red Rock Oak
Quercus fusiformis	Escarpment Oak
Quercus ilex	Holly Oak
Quercus lobata	Valley Oak
Quercus macrocarpa	Bur Oak
Quercus muhlenbergia	Chinquapin Oak

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Botanical Name	Common Name
Trees	
Quercus shumardii	Shumard Oak
Quercus suber	Cork Oak
Quercus virginiana	Southern Live Oak
Q. v. 'Cathedral'	Cathedral Live Oak
Q. v. 'Heritage'	Heritage Live Oak
Q. v. 'High Rise'	High Rise Live Oak
Rhus lancea	African Sumac
Rhus lanceolata	Prairie/Flameleaf Sumac
Robinia pseudoacacia	Black Locust
Robinia x ambigua	Idaho Locust
Robinia x ambigua 'Purple Robe'	Purple Robe Locust
Sambucus nigra ssp. *cerulea*	Blue Elderberry
Schinus molle	California Pepper Tree
Sophora japonica	Japanese Pagoda Tree
Sophora secundiflora	Texas Mountain Laurel
S.s. v. 'Silver Peso' & 'Sierra Silver'	Silver Mountain Laurel
Trachycarpus fortunei	Windmill Palm
Ulmus parvifolia	Lacebark Elm
Ungnadia speciosa	Mexican Buckeye
Vitex agnus-castus	Chaste Tree
Washingtonia filifera	California Fan Palm
Washingtonia robusta	Mexican Fan Palm
Xylosma congestum	Xylosma
Zelkova serrata	Japanese/Sawleaf Zelkova
Ziziphus jujuba	Chinese Date/Jujube
LIMITED USE AND FRUIT TREES (NOT APPROPRIATE IN ALL LOCATIONS)	
Albizia julibrissin	Mimosa/Silk Tree
Cinnamomum camphora	Camphor Tree
Citrus sp.	Citrus Tree
Ficus carica	Fig Tree
Ligustrum japonicum	Waxleaf/Japanese Privet
Ligustrum lucidum	Glossy Privet
Lysiloma watsonii	Fern of the Desert
Magnolia grandiflora 'Little Gem'	Southern/Little Gem Magnolia
Malus sp.	Apple Tree
Paulownia tomentosa	Sapphire Dragon Tree
Pinus thunbergiana	Japanese Black Pine
Prunus sp. (dwarf)	Dwarf Fruit Trees
Prunus caroliniana	Carolina Laurel Cherry
Prunus cerasifera	Purple Leaf Plum
Prunus dulcis	Almond Tree
Prunus mume	Japanese Flowering Apricot
Punica sp.	Pomegranate

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Botanical Name	Common Name
Shrubs	
Abelia x *grandiflora*	Glossy Abelia
Abutilon palmeri	Velvet-leaf Mallow, Superstition Mallow
Acacia berlandieri	Berlandier Acacia, Guajillo
Acacia craspedocarpa	Leatherleaf Acacia, Waxleaf A.
Acacia cultriformis	Knifeleaf Acacia, Knife Acacia
Acacia redolens	Creeping Acacia, Prostrate Acacia
Acacia rigidula	Blackbrush Acacia
Alyogne huegelii	Blue Hibiscus
Ambrosia dumosa	White Bursage, Burrobush
Ambrosia eriocentra	Wooly Bursage
Anisacanthus quadrifidus-wrightii 'Mexican Flame'	Mexican Flame
Anisodontea hypomandarum	Pink Desert Hibiscus, African Mallow
Artemisia filifolia	Sand Sage
Artemisia tridentata	Big Sage Brush
Asclepias subulata	Desert Milkweed
Atriplex canescens	Four-Wing Saltbush
Atriplex confertifolia	Shadscale
Atriplex hymenelytra	Saltbush, Desert Holly
Atriplex lentiformis	Quailbush, Big Saltbush
Atriplex lentiformis breweri	Brewer's Saltbush, Quail Bush
Atriplex polycarpa	Desert Saltbush
Baccharis sarothroides	Desert Broom, Coyote Bush
Baccharis x 'Centennial' (female hybrid)	Centennial Broom
Baccharis x 'Starn' (male hybrid)	Thompson Broom
Bebbia juncea	Sweet Bush
Berberis fremontii	Fremont's Barberry
Berberis thunbergii	Japanese Barberry
Buddleja davidii	Butterfly Bush
Buddleja marrubifolia	Wooly Butterfly Bush
Buddleja utahensis	Utah Butterfly Bush
Buxus microphylla 'Japonica'	Japanese Boxwood
Caesalpinia gilliesii	Yellow Bird of Paradise
Caesalpinia mexicana	Mexican Bird of Paradise
Caesalpinia pulcherrima	Red Bird of Paradise
Calliandra californica	Baja Fairy Duster
Calliandra eriophylla	Pink Fairy Duster
Callistemon citrinus	Bottlebrush, Lemon Bottlebrush
Callistemon citrinus 'Nana'	Dwarf Bottlebrush
Caryopteris x clandonensis 'Dark Knight'	Blue Mist Spirea
Chamaebatiaria millefolium	Fern Bush, Desert Sweet
Chrysactinia mexicana	Damianta

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Botanical Name	Common Name
Shrubs	
Chrysothamnus viscidiflorus	Yellow Rabbit Brush, Green Rabbit Brush
Cistus hybridus	White Rockrose
Cistus purpureus	Purple Rock Rose, Orchid Rockrose
Coleogyne ramosissima	Blackbrush
Cordia parvifolia	Little Leaf Cordia
Cotoneaster congestus	Pyrenees Cotoneaster
Cotoneaster glaucophyllus	Gray-Leaf Cotoneaster
Cotoneaster lacteus	Red Clusterberry
Cotoneaster microphyllus	Rockspray
Dalea bicolor 'argyraea'	Silver Dalea
Dalea frutescens	Black Dalea
Dalea pulchra	Pink Indigo Bush
Dodonaea viscosa	Purple Hopseed Bush
Duranta erecta 'Sweet Memory'	Golden Dewdrop, Sky Flower
Elaeagnus pungens	Silverberry
Elaeagnus x ebbingei	Ebbing's Silverberry
Encelia farinosa	Brittlebush
Encelia virginensis	Virgin River Brittlebush
Ephedra nevadensis	Nevada Jointfir, Nevada Mormon Tea
Ephedera viridis	Mormon Tea
Eremophila decipiens	Slender Fuchsia
Eremophila laanii 'Pink Beauty'	Pink Beauty Emu Bush
Eremophila glabra 'Murchinson River'	Fire and Ice Emu Bush
Eremophila maculata	Spotted Emu Bush
Eremophila maculata 'Valentine'	Valentine Emu Bush
Eremophlila maculata 'Winter Gold'	Winter Gold Emu Bush
Eremophila racemosa	Easter Egg Eremophila
Eremophila x 'Summertime Blue' *(polyclada x divaricata)*	Summertime Blue Emu Bush
Eremophila sp.	Eremophila, Emu Bush
Ericameria cuneata	Cliff Goldenbush
Ericameria laricifolia	Turpentine Bush
Eriodictyon angustifolium	Yerba Santa
Eriogonum corymbosum var. *nilesii*	Las Vegas Valley Buckwheat
Eriogonum fasciculatum	Wild Buckwheat, California Buckwheat
Eriogonum sp.	Buckwheat
Euonymus japonica	Evergreen Euonymus
Euonymus japonica 'Aureo-Variegata'	Gold Spot Euonymus
Euonymus japonica 'Microphylla'	Box-leaf Euonymus
Euonymus japonica 'Silver King'	Silver King Euonymus
Fallugia paradoxa	Apache Plume

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Botanical Name	Common Name
Shrubs	
Feijoa sellowiana	Pineapple Guava
Forestiera pubescens (neomexicana)	Desert Olive, New Mexico Privet
Fraxinus greggii	Little Leaf Ash
Genista tinctoria	Dyer's Greenwood
Gutierrezia sarothrae	Snakeweed
Juniperus chinensis 'Blue Point'	Blue Point Juniper
Juniperus chinensis 'Spartan'	Spartan Chinese Juniper
Juniperus chinensis 'Sea Green'	Sea Green Juniper
Juniperus chinensis 'Torulosa'	Hollywood Twisted Juniper
Juniperus sabina 'Tamariscifolia'	Tam Juniper
Juniperus scopulorum 'Gray Gleam'	Gray Gleam Juniper
Juniperus sp.	Juniper
Justicia californica	California Justicia, Chuparosa
Justicia candicans	Red Justicia
Justicia spicigera	Mexican Honeysuckle
Keckellia antirrhinoides	Yellow Snapdragon Bush
Krascheninnikovia lanata	Winterfat
Lantana camara	Bush Lantana
Lantana camara 'Radiation'	Radiation Lantana
Larrea tridentata	Creosote Bush
Leucophyllum candidum 'Silver Cloud'	Silver Cloud Texas Ranger
Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Texas Ranger
Leucophyllum frutescens	Texas Ranger, Texas Sage, Cenizo
Leucophyllum frutescens 'Compacta'	Compact Texas Ranger
Leucophyllum frutescens 'Green Cloud'	Green Cloud Texas Ranger
Leucophyllum frutescens 'White Cloud'	White Cloud Texas Ranger
Leucophyllum langmaniae 'Lynn's Legacy'	Lynn's Legacy Texas Ranger
Leucophyllum langamaniae 'Rio Bravo'	Rio Bravo Texas Ranger
Leucophyllum laevigatum	Chihuahuan Sage
Leucophyllum pruinsum 'Sierra Bouquet'	Sierra Bouquet Texas Ranger
Leucophyllum revolutum 'Houdini'	Houdini Texas Ranger
Leucophyllum zygophyllum 'Cimarron'	Blue Texas Ranger, Cimarron Ranger
Leucophyllum x 'Rain Cloud'	Rain Cloud Texas Ranger
Lycium andersonii	Wolf Berry
Lycium cooperi	Cooper's Wolfberry
Lycium pallidum var. *oliogospermum*	Pale Wolfberry
Malpighia glabra 'Mariquita'	Barbados Cherry
Myrtus communis	Classic Myrtle
Myrtus communis boetica	Twisted Myrtle
Myrtus communis 'Compacta'	Compact Myrtle
Nerium oleander	Oleander

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Botanical Name	Common Name
Shrubs	
Nerium oleander 'Petite'	Dwarf Oleander
Phlomis fruiticosa	Shrubby Jerusalem Sage
Phlomis lanata	Jerusalem Sage
Plumbago auriculata	Cape Plumbago
Poliomintha maderensis	Lavender Spice, Mexican Oregano
Prunus fasciculata	Desert Almond
Psorothamnus fremontii	Indigo Bush
Psorothamnus polydenius	Nevada Smokebush
Punica granatum 'Nana'	Dwarf Pomegranate
Purshia mexicana	Mexican Cliffrose
Purshia stansburiana (=Cowania)	Cliff Rose
Pyracantha sp.	Pyracantha, Firethorn
Quercus turbinella	Scrub Live Oak
Rhus microphylla	Littleleaf Sumac
Rhus ovata	Sugar Bush
Rhus trilobata	Squaw Bush / Skunk Bush
Rhus virens	Evergreen Sumac
Romneya coulteri	Matilija Poppy, Fried Egg Poppy
Rosa sp.	Rose
Rosa woodsii	Woods' Rose
Rosmarinus officinalis	Rosemary
Ruellia peninsularis	Desert Ruellia
Russelia equisetiformis	Coral Fountain
Salazaria mexicana	Bladdersage
Salvia chamaedryoides	Mexican Blue Sage
Salvia clevelandii	Chaparral Sage
Salvia coccinea	Scarlet Sage
Salvia dorrii	Purple Sage, Desert Sage
Salvia greggii	Autumn Sage
Salvia leucantha	Mexican Bush Sage
Salvia microphylla 'Sierra Madre'	Sierra Madre Sage
Salvia mohavensis	Mojave Sage
Salvia sp.	Sage
Sambucus mexicana	Mexican Elderberry
Santolina chamaecyparissus	Lavender Cotton, Gray Santolina
Santolina rosmarinifolia (=S. virens)	Green Lavender Cotton, Green Santolina
Senna armata (=Cassia)	Spiny Senna
Senna artemisioides (=Cassia)	Feathery Senna, Feathery Cassia
Senna lindheimeriana (=Cassia)	Velvet-leaf Senna
Senna nemophila (=Cassia)	Desert Senna, Desert Cassia
Senna phyllodinea (=Cassia)	Silvery Senna, Silver Leaf Cassia

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Botanical Name	Common Name
Shrubs	
Senna wislizenii (=Cassia)	Shrubby Senna, Shrubby Cassia
Simmondsia chinensis	Jojoba
Simmondsia chinensis 'Vista'	Compact Jojoba
Sophora arizonica	Arizona Mescal Bean
Tecoma stans	Yellow Trumpet Flower, Yellow Bells
Tecoma x 'Orange Jubilee'	'Orange Jubilee' Tecoma, Orange Bells
Tecoma x 'Sunrise'™	'Sunrise' Tecoma
Teucrium chamaedrys	Germander
Thamnosma montana	Turpentine Broom
Vauquelinia californica	Arizona Rosewood
Vauquelinia corymbosa var. *heterodon*	Narrowleaf Rosewood
Wedelia texana 'Devil's River' *(= Zexmenia hispida)*	Devil's River, Orange Daisy
Xylosma congestum	Xylosma
Xylosma congestum 'Compacta'	Dwarf Xylosma
Ziziphus obtusifolia	Greythorn

Botanical Name	Common Name
Groundcovers	
Abronia villosa	Desert Sand Verbena
Acacia redolens 'Desert Carpet'	Desert Carpet Creeping Acacia
Acalypha monostachys	Raspberry Fuzzies
Aptenia cordifolia	Hearts and Flowers, Red Apple Ice Plant
Asteriscus maritimus	Gold Coin Daisy
Baccharis pilularis 'Pigeon Point'	Dwarf Coyote Brush
Berberis repens = Mahonia repens	Creeping Oregon Grape
Calylophus hartwegii	Sierra Sundrop
Cephalophyllum speciosum 'Red Spike'	Red Spike Iceplant
Cerastium tomentosum	Snow-in-Summer
Conoclinium greggii 'Boothill' *(=Eupatorium)*	Boothill Eupatorium
Convolvulus cneorum	Bush Morning Glory
Convolvulus mauritanicus	Ground Morning Glory
Cotoneaster horizontalis	Rock Cotoneaster
Dalea capitata 'Sierra Gold'	Sierra Gold Dalea
Dalea greggii	Prostrate Indigo Bush
Dichondra argentea 'Silver Falls'	Silver Dichondra, Kidneyweed
Dichondra micrantha	Green Dichondra
Drosanthemum cooperi	Purple Iceplant
Euonymus fortunei 'Coloratus'	Purple-leaf Wintercreeper
Euphorbia rigida	Spurge, Gopher Plant

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Botanical Name	Common Name
Groundcovers	
Gazania rigens	Gazania, Treasure Flower
Glandularia gooddinggii (=Verbena)	Goodding Verbena
Glandularia peruviana (=Verbena)	Peruvian Verbena
Glandularia pulchella (= Verbena)	Moss Verbena
Glandularia tenera (=Verbena)	Rock Verbena
Juniperus chinensis procumbens	Japanese Garden Juniper
Juniperus conferta	Shore Juniper
Juniperus horizontalis 'Prince of Wales'	Prince of Wales Juniper
Juniperus horizontalis 'Wiltonii'	Blue Carpet Juniper
Juniperus sabina 'Buffalo'	Buffalo Juniper
Lantana montevidensis	Trailing Lantana
Malephora crocea	Gray Ice Plant, Coppery Mesemb
Malephora lutea	Rocky Point Ice Plant
Mirabilis multiflora	Four O'Clock
Muehlenbeckia axillaris	Creeping Wire Vine
Myoporum parvifolium	Prostrate Myoporum
Pyracantha fortuneana 'Santa Cruz'	Santa Cruz Pyracantha, Firethorn
Rosmarinus officinalis 'prostratus'	Prostrate Rosemary
Sedum spectabile	Stonecrop
Sphaeralcea grossulariifolia	Goosefoot Mallow
Stachys coccinea	Texas Betony, Scarlet Hedge Nettle
Tradescantia pallida 'Purpurea'	Purple Heart, Wandering Jew
Verbena rigida	Sandpaper Verbena, Coarse Verbena
Vinca minor	Dwarf Periwinkle

Botanical Name	Common Name
Vines	
Antigonon leptopus	Queen's Wreath, Coral Vine
Callaeum lilacaena (=Mascagnia)	Orchid Vine
Campsis sp.	Trumpet Creeper
Cissus trifoliata var. *incisa*	Grape Ivy, Arizona Grape Ivy
Clematis ligusticifolia	Western Virgin's Bower
Ficus pumila	Creeping Fig
Gelsemium sempervirens	Carolina Jasmine
Hardenbergia violacea	Happy Wanderer, Lilac Vine
Jasminum mesnyi	Primrose Jasmine
Lonicera japonica 'Halliana'	Hall's / Japanese Honeysuckle
Macfadyena unguis-cati	Cat's Claw Vine
Maurandya antirrhiniflora	Snapdragon Vine

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Botanical Name	Common Name
Vines	
Parthenocissus sp. *'Hacienda Creeper'*	Hacienda Creeper
Polygonum aubertii	Silver Lace Vine
Rosa banksiae	Lady Bank's Rose
Solanum jasminoides	Potato Vine
Tecomaria capensis	Cape Honeysuckle
Vitis arizonica	Canyon Grape
Vitis californica	California Grape
Vitis californica 'Roger's Red'	Rogers Red Grape
Vitis sp.	Grape

Botanical Name	Common Name
Agaves, Cacti, Succulents, and Yuccas	
Agave americana	Century Plant
Agave americana var. *aurea-marginata*	Yellow Margin Century Plant
Agave americana var. *medio-picta*	Medio Picta Century Plant
Agave angustifolia var. *marginata*	Variegated Agave
Agave bovicornuta	Cow's Horn Agave
Agave bracteosa	Green Spider Agave
Agave colorata	Mescal Ceniza
Agave desmettiana	Smooth Agave
Agave filifera	Thread-leaf Agave, Dark Green Agave
Agave geminiflora	Twin-Flowered Agave
Agave havardiana	Havard Agave
Agave montana	Mountain Agave
Agave multifilifera	Chahuiqui
Agave murpheyi	Murphey's Agave
Agave ocahui	Agave Ocahui
Agave ovatifolia	Whale's Tounge Agave
Agave palmeri	Palmer's Agave
Agave parrasana	Cabbage Head Agave
Agave parryi	Parry's Agave
Agave parryi var. *huachucensis*	Huachuca Agave
Agave parryi var. *neomexicana*	New Mexico Agave
Agave parryi var. *truncata*	Artichoke Agave
Agave salmiana ssp. *ferox*	Ferox Agave
Agave scabra	Rough-Leaved Agave
Agave schidigera 'Durango Delight'™	Durango Delight Agave
Agave utahensis ssp. *nevadensis*	Nevada Agave
Agave victoriae-reginae	Queen Victoria Agave

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Botanical Name	Common Name
Agaves, Cacti, Succulents, and Yuccas	
Agave vilmoriniana	Octopus Agave
Agave weberi	Weber Agave
Aloe arborescens	Tree Aloe
Aloe barbadensis	Aloe Vera
Aloe ferox	Tap Aloe, Cape Aloe
Aloe nobilius	Gold Tooth Aloe
Aloe saponaria	African Aloe
Aloe x *'Blue Elf'*	Blue Elf Aloe
Aloe x *spinosissima*	Spider Aloe
Carnegiea gigantea	Saguaro (spear)
Carnegiea gigantea	Saguaro (with arms)
Cereus hildmannianus (= *peruvianus*)	Peruvian Apple
Cycas revoluta	Japanese Sago Palm
Cylindropuntia acanthocarpa (=Opuntia)	Buckhorn Cholla
Cylindropuntia arbuscula (=Opuntia)	Pencil Cholla
Cylindropuntia bigelovii (=Opuntia)	Teddy Bear Cholla
Cylindropuntia echinocarpa (=Opuntia)	Silver Cholla
Cylindropuntia fulgida (=Opuntia)	Chain-Fruit Cholla, Jumping Cactus
Cylindropuntia ramosissima (=Opuntia)	Diamond Cholla
Cylindropuntia versicolor (=Opuntia)	Staghorn Cholla
Dasylirion acrotriche	Green Desert Spoon
Dasylirion longissimum	Stick Palm, Mexican Grass Tree
Dasylirion wheeleri	Desert Spoon
Echinocactus grusonii	Golden Barrel
Echinocactus polycephalus	Cottontop Cactus
Echinocereus engelmannii	Strawberry Hedgehog
Echinocereus triglochidiatus	Claret Cup
Escobaria vivipara (=*Coryphantha*)	Common Pincushion
Escobaria vivipara var. *bisbeena*	Beehive Cactus
Ferocactus acanthodes (=Cylindraceus)	Compass Barrel Cactus
Ferocactus wislizenii	Fishhook Barrel Cactus
Fouquieria splendens	Ocotillo
Hesperaloe campanulata	Bell-flowered Hesperaloe
Hersperaloe funifera	Giant Sword Flower
Hesperaloe nochturna	Night Blooming Yucca
Hesperaloe parviflora	Red Yucca
Hesperaloe parviflora 'Yellow'	Yellow Yucca
Mammillaria tetrancistra	Pincushion / Fishhook Cactus
Nolina bigelovii	Bigelow's Nolina
Nolina matapensis	Treebear Grass
Nolina microcarpa	Bear Grass

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Botanical Name	Common Name
Agaves, Cacti, Succulents, and Yuccas	
Nolina nelsoni	Blue Nolina
Nolina texana	Texas Bear Grass, Devil's Shoestring
Opuntia basilaris	Beavertail Cactus
Opuntia chlorotica	Pancake Prickly Pear
Opuntia engelmannii	Englemann's Prickly Pear
Opuntia engelmannii acicularis	Bristly Prickly Pear
Opuntia engelmannii linguiformis	Cow's Tongue, Angel's Wing Cactus
Opuntia erinacea 'erinacea'	Old Man Prickly Pear
Opuntia ficus-indica	Indian Fig Cactus
Opuntia macrocentra	Black Spine Prickly Pear
Opuntia microdasys	Bunny Ears
Opuntia phaeacantha	Mojave Prickly Pear
Opuntia paraguayensis	Paraguay Cactus, Orange Tuna Cactus
Opuntia riviereana	Orange Tuna Cactus
Opuntia robusta	Silver Dollar Cactus, Giant Prickly Pear
Opuntia santa rita 'Tubac' *(= O. violacea* 'Santa Rita')	Purple Prickly Pear, Purple Pancake
Opuntia turpinii (= Tephrocactus)	Pine Cone Prickly Pear, Paper Spine Cactus
Oreocereus celsianus	Old Man Of the Andes
Tephrocactus articulatus	Paper Spine Cactus, Pine Cone Cactus
Trichocereus pachanoi (= Echinopsis)	San Pedro Cactus
Trichocereus spachianus (= Echinopsis)	Golden Torch Cactus
Trichocereus sp *(= Echinopsis)*	Cacti
Yucca aloifolia	Spanish Bayonet
Yucca australis	Australis Yucca
Yucca baccata	Banana Yucca
Yucca brevifolia	Joshua Tree
Yucca constricta	Constricta Yucca
Yucca elata	Soaptree Yucca
Yucca faxoniana	Palm Yucca
Yucca filamentosa	Adam's Needle
Yucca glauca	Soapweed, Narrowleaf Yucca
Yucca gloriosa	Spanish Dagger
Yucca harrimaniae	Harriman's Yucca
Yucca pallida	Pale Leaf Yucca
Yucca recurvifolia	Weeping Yucca, Pendulous Yucca
Yucca rigida	Blue Yucca
Yucca rostrata	Beaked Yucca
Yucca rupicola	Twisted Yucca
Yucca schidigera	Mojave Yucca
Yucca schottii	Mountain Yucca
Yucca thompsoniana	Thompson's Yucca

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Botanical Name	Common Name
Agaves, Cacti, Succulents, and Yuccas	
Yucca torreyi	Torrey Yucca
Yucca whipplei	Our Lord's Candle, Chaparral Yucca

Botanical Name	Common Name
Ornamental Grasses	
Achnatherum hymenoides (=*Oryzopsis*)	Indian Ricegrass
Achnatherum speciosum	Desert Needlegrass
Aristida purpurea	Purple Threeawn
Bouteloua curtipendula	Side-Oats Grama
Bouteloua gracilis	Blue Grama Grass
Calamagrostis x acutifolia	Feather Reed Grass
Cortaderia selloana	Pampas Grass
Cortaderia selloana 'Pumila'	Dwarf Pampas Grass
Festuca ovina	Blue Fescue
Festuca ovina var. *brachyphylla*	Sheep Fescue
Helictotrichon sempervirens	Blue Oat Grass
Miscanthus sinensis	Maiden Grass, Japanese Silver Grass
Miscanthus sinensis 'Variegata'	Variegated Maiden Grass
Muhlenbergia capillaris 'Regal Mist'	Regal Mist Muhly Grass
Muhlenbergia dumosa	Bamboo Muhly, Fairy Bamboo
Muhlenbergia emersleyi 'El Toro'	Bull Grass
Muhlenbergia lindheimeri 'Autumn Glow'	Autumn Glow
Muhlenbergia rigens	Deer Grass
Muhlengergia rigida 'Nashville'	Nashville
Nasella tenuisima (=Stipa tenuisima)	Mexican Feather Grass
Ophiopogon japonicus	Mondo Grass
Pennisetum alopecuroides	Black Moudry
Pennisetum setaceum 'Rubrum' 'Cupreum'	Purple Fountain Grass
Phyllostachys aurea	Golden Bamboo
Pleuraphis rigida (= Hilaria rigida)	Big Galleta Grass
Sorghastrum nutans	Indian Grass
Sporobolus airoides	Alkali Sacaton Grass
Stipa gigantea	Giant Feather Grass, Golden Oats

Botanical Name	Common Name
Perennial (small accent areas only)	
Achillea filipendulina	Fern Leaf Yarrow

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Botanical Name	Common Name
Perennial (small accent areas only)	
Agapanthus africanus	Lily of the Nile
Amsonia tomentosa	Desert Bluestar
Anemopsis californica	Yerba Mansa
Artemisia ludoviciana	Prairie Sage
Artemisia ludoviciana albula 'Silver King'	Silver King Artemisia
Artemisia x 'Powis Castle'	Powis Castle Wormwood
Artemisia schmidtiana 'Silver Mound'	Angel's Hair, Silver Mound Artemisia
Astragalus preussii	Preuss' Milkvetch
Baileya multiradiata	Desert Marigold
Berlandiera lyrata	Chocolate Flower
Convolvulus tricolor	Dwarf Morning Glory
Coreopsis lanceolata	Sunray
Echinacea purpurea	Purple Coneflower
Enceliopsis argophylla	Silverleaf Sunray
Epilobium canum (=Zauschneria californica)	Hummingbird Flower
Erigeron divergens	Native Fleabane
Erigeron karvinskianus	Santa Barbara Daisy, Mexican Daisy
Eschscholzia californica	California Poppy, Golden Poppy
Gaillardia aristata (=grandiflora)	Blanket Flower
Gaura coccinea	Scarlet Gaura
Gaura lindheimeri	Gaura
Gazania rigida	Gazania
Iberis sempervirens	Evergreen Candytuft
Ipomopsis arizonica = Gilia aggregata	Skyrocket
Kallstroemia grandiflora	Arizona Poppy, Orange Caltrop
Lavandula sp.	Lavender
Lepidium fremontii	Desert Alyssium
Liatris spicata	Gayfeather, Blazing Star
Linum lewisii	Blue Flax
Lippia repens	Lippia
Liriope gigantea	Giant Lily Turf
Liriope muscari	Lily Turf
Lobularia maritima	Sweet Alyssum
Manfreda maculosa	Texas Tuberose, Spice Lily
Melampodium leucanthum	Blackfoot Daisy
Oenothera caespitosa	Angel Wing/White Evening Primrose
Oenothera elata = O. hookeri	Hooker's Evening Primrose
Osteospermum fruticosum	African Trailing Daisy, Freeway Daisy
Penstemon amphorellae	Mexican Blue Penstemon

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Botanical Name	Common Name
Perennial (small accent areas only)	
Penstemon baccharifolis 'Del Rio'	Del Rio Penstemon
Penstemon barbatus	Scarlet Bugler, Scarlet Beardtongue
Penstemon bicolor	Pinto Beardtongue
Penstemon bicolor ssp.*roseus*	Rosy Two-tone Beardtongue
Penstemon eatonii	Firecracker Penstemon
Penstemon palmeri	Scented Penstemon
Penstemon parryi	Parry's Penstemon
Penstemon pseudospectabilis	Canyon Penstemon
Penstemon rostriflorus	Bridge Penstemon
Penstemon strictus	Rocky Mountain Penstemon
Penstemon superbus	Superb Penstemon, Coral Beardtongue
Penstemon sp.	Penstemon
Perovskia atriplicifolia	Russian Sage
Psilostrophe cooperi	Paper Flower
Psilostrophe tagetina	Wooly Paper Flower
Ratibida columnifera	Mexican Hat
Rudbeckia hirta	Black-eyed Susan
Ruellia brittoniana	Wild Petunia
R. b. vars. 'Katie', 'Rosa', 'Blanca'	Dwarf Ruellia
Sphaeralcea ambigua	Globe Mallow
Stanleya pinata	Desert Prince's Plume
Tagetes lemmonii	Mountain Marigold
Tagetes lucida	Mexican Tarragon, Mexican Marigold
Tetraneuris acaulis (=Hymenoxys)	Angelita Daisy
Thymophylla pentachaeta (=Dyssodia)	Golden Dogbane, Golden Dyssodia
Thymophylla tenuiloba (=Dyssodia)	Dahlberg Daisy
Tulbaghia violacea	Society Garlic
Viguiera parishii (deltoidea)	Goldeneye
Xylorhiza tortifolia	Mojave Aster
Zinnia acerosa	Desert Zinnia
Zinnia grandiflora	Prairie Zinnia

	Botanical Name	Common Name
PLANTS WITH SPECIAL NEEDS (NOT SUITABLE FOR ALL LOCATIONS)		
Shrub	*Asparagus densiflorus* 'Meyers'	Foxtail Fern
Groundcover	*Asparagus densiflorus* 'Sprengeri'	Asparagus Fern
Shrub	*Aspidistra elatior*	Cast Iron Plant

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	Botanical Name	Common Name
PLANTS WITH SPECIAL NEEDS (NOT SUITABLE FOR ALL LOCATIONS)		
Shrub	*Aucuba japonica* 'Variegata'	Gold Dust Plant
Shrub	*Berberis aquifolium (=Mahonia)*	Oregon Grape
Vine	*Bougainvillea* sp.	Bougainvillea
Perennial	*Canna* hybrids	Canna
Agave, etc	*Cephalocereus senilis*	Old Man Cactus
Perennial	*Cuphea llavea*	Bat-faced Cuphea
Perennial	*Dietes bicolor*	Fortnight Lily, Evergreen Iris
Perennial	*Dietes vegeta (= irdioides)*	Butterfly Iris, African Iris
Perennial	*Erysimum linifolium*	Wallflower
Shrub	*Euryops pectinatus*	Yellow Bush Daisy, Euryops Daisy
Shrub	*Euryops pectinatus 'Viridis'*	Green Bush Daisy
Shrub	*Fatsia japonica*	Japanese Aralia
Shrub	*Genista racemosa*	Sweet Broom
Vine	*Hedera canariensis*	Algerian Ivy
Vine	*Hedera helix*	English Ivy
Perennial	*Hemerocallis* hybrids	Daylily Hybrids
Shrub	*Hibiscus* sp.	Hibiscus
	Hyptis emoryi	Desert Lavender
	Ilex altaclarensis 'Wilsonii'	Wilson Holly
	Ilex cornuta	Chinese Holly
	Ilex cornuta 'Burfordii'	Burford Holly
	Ilex cornuta 'Burfordii Nana'	Dwarf Burford Holly
	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly
	Ilex sp.	Holly
Perennial	*Iris* sp.	Iris
Vine	*Jasminum polyanthum*	Pink Jasmine
	Lagerstroemia indica dwarf	Dwarf Crape Myrtle
Shrub	*Ligustrum japonicum*	Waxleaf Privet, Japanese Privet
Shrub	*Ligustrum lucidum*	Glossy Privet
Shrub	*Nandina domestica*	Heavenly Bamboo
Shrub	*Nandina domestica 'Nana'*	Dwarf Heavenly Bamboo
Vine	*Parthenocissus quinquefolia*	Virginia Creeper
Vine	*Parthenocissus tricuspidata*	Boston Ivy, Japanese Creeper
Shrub	*Phoenix roebelenii*	Pygmy Date Palm
	Phormium sp.	Flax
Shrub	*Photinia* x *fraseri*	Redtip Photinia, Fraser's Photinia
Shrub	*Pittosporum tobira*	Japanese Mock Orange
Shrub	*Pittosporum tobira 'Variegata'*	Variegated Mock Orange
Shrub	*Pittosporum tobira* 'Wheeler's Dwarf'	Wheeler's Dwarf Mock Orange

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	Botanical Name	Common Name
PLANTS WITH SPECIAL NEEDS (NOT SUITABLE FOR ALL LOCATIONS)		
Shrub	*Platycladus orientalis*	Oriental Arborvitae
Shrub	*Platycladus orientalis 'Aurea Nana'*	Golden Arborvitae
Shrub	*Podocarpus gracillor*	Fern Pine
Shrub	*Prunus caroliniana 'Compacta'*	Compact Carolina Cherry
Shrub	*Rhaphiolepis indica*	Indian Hawthorn
Groundcover	*Stachys byzantina*	Lamb's Ear
Agave, etc	*Stenocereus thurberi*	Organ Pipe Cactus
Vine	*Trachelospermum asiaticum*	Asiatic Jasmine
Vine	*Trachelospermum jasminoides*	Star Jasmine
Shrub	*Viburnum* sp.	Viburnum
Vine	*Wisteria sinensis*	Chinese Wisteria
Perennial	*Zephyranthes* sp.	Fairy Lily, Rain Lily

NOT RECOMMENDED (See Nevada Department of Agriculture Noxious Weed List for more: http://agri.state.nv.us/nwac/PLANT_NoxWeedList.htm)		
	Botanical Name	Common Name
	Oenothera speciosa 'Siskiyou' *(=berlandieri)*	Mexican Evening Primrose

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Architectural Design Guidelines

June 21, 2011

KYLE CANYON

City of Las Vegas, Nevada
Planning & Development Department

Prepared For: CARWIN ADVISORS

Prepared By: SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS

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Kyle Canyon Design Guidelines

June 21,2011

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Kyle Canyon Design Guidelines

June 21, 2011

INTRODUCTION

Situated in the northwest Las Vegas valley, Kyle Canyon is designed to provide a graceful transition from the suburban development to its south and east with the more rural setting north and west of the site. In order to achieve this overall goal, a community design approach was developed that provided an underlying basis for design decisions throughout the development process. The Community Design Approach is summarized below:

COMMUNITY DESIGN APPROACH

- *Strategic distribution of land uses*

  The master plan places the more intense uses near the US 95 corridor transitioning to lower density uses further away from the highway, reinforcing the transition from suburban development to the nearby rural environment.

- *Provide a strong sense of arrival*

  The primary entry for the master plan is located on Horse Drive west of US 95, providing a gateway element into Kyle Canyon. The entry will be designed to reinforce the rural character of the area. Other entries leading into the community will feature unifying thematic elements.

- *Establish a Community Core focal area*

  Located at the center of the community is an 11 acre Elementary School site along with three Park sites totaling 13.6 acres. The Elementary School and neighboring open space serve as the "heart" of the community

- *Integration of natural desert environment*

  The existing desert arroyos have been carefully integrated into the community design further blending proposed development with the natural setting of the area. Other than trails and rest areas, the arroyos will primarily be retained in their existing natural condition. Neighborhood parks that provide for more active recreational uses are placed adjacent to the arroyos in several locations to further reinforce a natural transition from the edges of the arroyos to developed parcels within the master plan

- *Edge Conditions*

  The arroyos are generally adjacent to master planned roadways providing not only an interesting visual experience for residents and visitors on their daily travels, but also serve to buffer the development edges of parcels adjacent to the arroyos.

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While the arroyos form a key identifying open space character for the community, they will be augmented by open space corridors areas adjacent to the master planned roadways throughout Kyle Canyon. These corridors will feature enhanced landscape, trails for connectivity, and unifying thematic elements. The site planning concept for individual builder neighborhoods adjacent to these open space corridors will encourage designs that use cul-de-sacs or other elements that open up to the edge condition and provide vehicular or pedestrian connectivity. In addition, the architecture of houses adjacent to development edges must be carefully addressed as well. These requirements are further detailed in the Architectural Guidelines section.

- *Provide strong connectivity throughout the community*

  The arroyos described above not only provide visual open space, but also serve as key connectivity elements between and among the various residential neighborhoods and other community amenities, particularly the Community Core Focal Area of the elementary school and adjacent parks. In addition to the arroyos, a network of integrated trails will be provided throughout the community. Builders are encouraged to provide connection points from their parcels to the master planned open space and trail systems.

- *Master Planned Open Space*

  All of the open space described above including arroyos, parks, and open space corridors form the Master Planned Open Space within Kyle Canyon. In total, these open spaces have been designed and located to provide significant community benefit and to allow the parcel builders to concentrate on what they do best…build houses. Thus, common open space within an individual neighborhood, though encouraged, is not required. However, in any case, builders should design their neighborhoods to take advantage of the master planned open space adjacent to their parcels by providing pedestrian connections, mini-parks, or other features which celebrate the open space character envisioned for Kyle Canyon.

ARCHITECTURAL DESIGN CRITERIA

The Architectural Design Criteria for the residential neighborhoods of Kyle Canyon ensure that a cohesive community identity is established, achieved and maintained throughout the project. Considering the long-term timeframe for the build-out of the community, the guidelines focus on "goals" rather than "solutions" in order to provide design flexibility as market trends change over time, while providing assurance to public agencies and potential residents that a high quality of design will be maintained throughout the life of the project.

Architectural Styles

The residential architectural styles should be compatible with the Kyle Canyon setting and be built with materials that are well suited to the harsh desert climate of the Las Vegas valley. The styles that are defined within these Design Guidelines have been chosen to be

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compatible with Las Vegas and its desert climate and may be used throughout Kyle Canyon. However, because of the long-term build out of the community, it is not possible to predict specific architectural styles that may be in favor with the home buying public at any certain point in the future nor what technological advances may occur in building material and design. Thus, other architectural styles may be allowed subject to review and approval by the master developer's Design Review Committee (DRC).

Architectural Style	Identifying Characteristics
Spanish Colonial	• *Low-pitched gable roofs* • *Red barrel or s-shaped roof tiles* • *½ round arch elements* • *Deep window or door recess* • *Detail elements such as iron, wood-plank shutters, clay (or stucco) vent tiles, ceramic tile, etc.*
Craftsman	• *Low-pitched gable roofs* • *Flat roof tiles* • *Projecting eaves* • *Exposed rafter tails, decorative beams or braces* • *Front porches* • *Tapered columns or piers* • *Accent stone or siding encouraged*
European Country	• *Steeper roof pitch (at least 6:12) on all or portion of the roof* • *Predominately flat roof tiles* • *Informal arrangement of building forms* • *Detail elements such as segmented arch elements, bay windows, turrets, dormers, or reverse arch shutters.*
Italianate	• *Low-pitched hip roofs* • *Flat, barrel or s-shaped roof tiles* • *Formal box-like building massing* • *Projecting eaves with decorative brackets or dentils* • *Vertically proportioned windows, often arched* • *Detail elements such as quoins, keystones, shutters, palladian windows*
Mediterranean	• *Low-pitched gable roofs* • *Red barrel or s-shaped roof tiles* • *Asymmetrical combination of 1 and 2 story building forms* • *Entry courtyards* • *Accentuated tower elements and/or arcades* • *½ round arch elements at doors and feature windows* • *Refined decorative detail elements such as, patterned tiles, iron, and plank or panel shutters.*
Prairie	• *Low-pitched hip roofs* • *Flat roof tiles* • *Horizontal emphasis in detailing*
Southwestern Ranch	• *Low pitched gable roof forms* • *Flat roof tiles* • *Rambling horizontal character*

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Architectural Style	Identifying Characteristics
	• *Front porches* • *Detail elements such as exposed outlookers, rafter tails, z-shutters, brace detail at porch columns, etc.*
Tuscan	• *Mostly low-pitched hip roofs (occasional gable or cross-gable)* • *Predominantly barrel or s-shaped roof tiles.* • *Informal arrangement of building forms reflecting rural character.* • *Medium to darker color schemes* • *Detail elements such as accent stone, projecting overhead shutters*
Andalusian	• *Low-pitched hip, gable, (or combination) roof forms* • *Red barrel or s-shaped roof tiles* • *Use of oversized square stucco columns* • *Detail elements including pre-cast surrounds, "x" motif on porch balustrades and/or stepped balustrades on exterior stairs, miradors,*
Contemporary	• *Strong use of roof as a design statement, including shed roof forms, flat roofs with parapet, along with gable or hip roof forms* • *Asymmetrical arrangement of building forms* • *Bold use of color to accentuate building forms and elements.* • *Adaptation of traditional design vernaculars, executed with a fresh, contemporary approach* • *Decorative use of metal or other non-conventional materials, commercial grade windows and doors, riglets and reveals, etc.*

Perimeter Edge Conditions

The residential neighborhoods throughout Kyle Canyon will be designed to ensure that visually appealing architecture is located along the perimeter edges of development parcels that are adjacent to master planned roadways, open spaces and other areas subject to public view.

Examples of architectural treatments for residences located along such perimeter edges include, but are not limited to:

- Variety of building massing and forms
- Variation in roof forms
- Architectural treatments and articulation consistent with the front elevation
- Window trim consistent with the front elevation on all windows
- Offset wall planes with a corresponding change in roof element.
- Principal window treatments
- Enhancements such as a patio cover, 2nd story deck or balcony providing vertical or horizontal plane breaks to the façade
- Varying rear setbacks

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Single Family Neighborhoods

In addition to the treatment of the perimeter edge conditions described above, the following guidelines ensure a high level of design quality is achieved in the architectural design of residences, resulting in pleasant neighborhood environments for residents and visitors throughout Kyle Canyon.

Building Facades

Building Form

- Variety in building forms is encouraged to provide diversity and visual interest to the neighborhood street scene. The following recommendations are encouraged when designing residential structures:
    - Articulation of wall planes
    - Projections and recesses to provide shadow and depth
    - Simple bold forms
    - Combinations of one and two story forms (and 3-story forms, where allowed)
- Building wall planes, particularly on the front elevation, should be staggered to create interest along the street scene, to provide a desirable human scale, and to avoid visual monotony.

Building Materials and Colors

- Color and material blocking should be incorporated into the preliminary architectural design so that thoughtful color use is integrated with the architecture. Color palette and application should be consistent with the architectural style of the residence.
- All surface treatments or materials should be designed to appear as an integral part of the design, and not merely applied. All materials should wrap columns, porches, or balconies in their entirety.
- Adjacent houses and facing houses across a street should use different color schemes.

Roofs

Roof Form and Slope

- Roof treatments, including overhangs, should be consistent with the architectural style of the dwelling.
- Variety of roof design and treatment is encouraged to provide visual interest to the neighborhood roofscape throughout Kyle Canyon, including the use of gable, cross-gable, hip, shed, or a combination of these roof forms.

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- Likewise, variety in roof lines is encouraged to avoid a common roof line along neighborhood streets. Variation of ridge heights, roof forms, and direction of gables is encouraged on adjacent residences.

- Repetitious gable ends framed side to side on rear elevations are discouraged along perimeter edges of residential neighborhoods.

- Roof slopes should be consistent with the architectural style of the dwelling.

Roof Materials

- A variety of roof materials is encouraged throughout the neighborhoods of Kyle Canyon in order to avoid a monotonous roofscape appearance. Roof materials may include barrel shaped clay or concrete tiles, flat clay or concrete tiles and shakes, and slate.

- Roof materials should be compatible with the architectural style of the residence.

- Roof materials should have a matte finish to minimize glare.

- Standing seam metal roofs are permitted as an architectural accent element.

- Permitted Materials

    - Clay or Concrete Barrel Tiles
    - Concrete S-tiles
    - Clay or Concrete Flat Tiles
    - Clay or Concrete Shakes
    - Slate
    - Standing Seam Metal

- Prohibited Materials

    - Wood Shake
    - Fiberglass Shingles
    - Simulated Tile including fiberglass or metal
    - Rolled roofing material

- Solar panels should be integrated into the roof design, flush with the roof slope. Frames should be colored to complement the roof. Mill finish aluminum frames are not allowed. Support solar equipment should be enclosed and screened from view.

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Garages

The overall design of the front façade of a residence should de-emphasize the appearance of garage doors that face the street. Many techniques may be used to achieve this goal, examples of which include, but are not limited to:

- Architectural Elements Forward of the Garage Plane

Architectural elements that are situated forward of the plane of the garage provide visual interest to the street scene while minimizing the appearance of the garage door on the street scene. Examples of such elements include porches, portal elements and courtyard walls.

- Articulation Above the Garage

Architectural elements located over the garage can effectively draw attention away from the garage door and provide strong visual articulation to the front façade. Second floor elements that project forward of the garage plane are particularly effective as they cast a strong shadow across the garage door, minimizing its appearance on the street scene. Examples of such articulation include principal windows with thickened walls and detailing appropriate to the architectural style, balconies, sundecks and miradors (roofed outdoor rooms located on the 2nd floor)

- Articulation in Front of Garage

The use of articulation elements such as free-standing arbor directly in front of the garage door, or an attached trellis element over the entire width of the garage door provide visual interest to the street scene while de-emphasizing the appearance of the garage door.

- Living Spaces Forward of the Garage

Where product width allows, "architecture forward" allows the active living spaces of the house to be the predominate feature of the front elevation, while the garage is setback further from the street.

- Deep Recesses

Deep garage door recesses into surrounding wall planes result in strong shadows being cast across the garage doors, de-emphasizing their appearance on the street scene. Second floor elements above are either cantilevered or supported with piers extending to ground plane.

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- Extended Roof Elements

  The use of extended roof elements provides the opportunity to emphasize the architectural design of the home while minimizing the appearance of the garage on the street scene. For example, when a porch is provided on the front elevation, extending its single story roof line across the entire driveway width in front of the garage creates a deep shadow on the garage door, effectively allowing the garage door to "disappear" into the shadow. Similarly, a vehicular porte-cochere element provides additional shade to the front of the house and the garage is generally behind the front façade of the home.

- Garage doors should be compatible with the architectural style of the residence. In order to avoid the impact of garage doors, it is encouraged that they be appropriately treated with decorative relief cuts, panels, small decorative windows, etc.

- Decorative window lites, when used, should be appropriate to the architectural style of the residence. Sunburst or wagon-wheel window shapes are not allowed.

Window Openings

- The style of windows, including muntin patterns, should be compatible with the architectural style of the residence.

- Principal Windows

  At least one principal window should be used on front elevations, such as:

  - A prominent window recessed from the surrounding wall plane.
  - An oversized window or window grouping with trim consistent with the architectural style.
  - An enhanced architectural surround that accentuates a prominent feature window
  - A bay window with detailing appropriate to the architectural style of the residence.
  - A deep pot-shelf with corresponding roof element and corbels.
  - An overhead trellis element projecting forward of the wall plane and extending over the entire width of the window.

- All other windows on the front elevations as well as windows on side and rear elevations that are adjacent to perimeter edges should feature trim consistent with the architectural style, or be articulated in a manner subject to approval by the DRC.

- Aluminum or vinyl extruded frame windows should be appropriately colored to match or complement the house or trim colors for each color scheme.

- Glazing may be either clear or tinted. Reflective glass is not permitted.

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- The shape and size of shutters, when used, should be proportionate to the window opening.

Porches

- Porches, when provided, should be designed as an integral component of the building's architecture.

- Porches, when provided, are encouraged to have railings and be fully covered in one of the following ways:

    - Roof element and tile matching the residence
    - Trellis structure
    - Second floor balcony or overhang

Columns and Archways

- Columns and archways, when used, should be scaled appropriately to provide a sense of strength and support that is compatible with the architectural style of the dwelling.

Trellis and Arbors

- When used, trellis and arbors must be designed to maintain their appearance considering the climatic conditions of the valley

Patio Covers, 2nd Story Decks and Balconies

- Patio covers, 2nd floor decks or balconies should be designed as an integral component of the architecture. Support columns should be proportional to the size of the patio cover, deck or balcony.

Detail Elements

- Detail Elements such as shutters, eave brackets, corbels, exposed rafter ends or cross beams, decorative grille work, quoins, decorative ceramic tile and / or other similar features should be used to provide visual interest to the building and be compatible with its architectural style.

Walls and Fences

- Walls and fences that are visible from streets, open space, or other public areas should be compatible in material, color, and design with adjacent architectural elements.

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Exterior Lighting

- Exterior lighting fixtures should be compatible with the architectural style of the building

Accessory Structures

- Casitas, guest houses, detached garages, greenhouses, and other similar accessory structures should be compatible in design, materials, and color as the main residence.

Mechanical Equipment

- Mechanical equipment such as air conditioners, heaters, evaporative coolers, television and radio antennas, and other such devices should not be mounted on any roof.

- Mechanical devices such as exhaust fans, vents and pipes should be painted to match adjacent roof surfaces.

- Ground mounted air conditioning units should be screened from view from streets and open space areas.

- All antenna and satellite dishes visible from any public or private street, sidewalk, open space or adjacent lot must be submitted for review and is subject to the CC&R's and all federal regulations.

Multi - Family Neighborhoods

Building Facades

Building Elevations

All elevations should be well detailed and articulated, incorporating building forms, masses, roof design and authentic details and accent features that are consistent with the architectural style of the building.

Sufficient massing and articulation of building walls should be incorporated into the building design to provide visual interest to building facades and to expansive wall planes. Such articulation may be achieved in a variety of ways, including but not limited to:

- Vertical and/or horizontal offsets of building wall planes
- Covered balconies or sundecks projecting forward of the main building wall plane
- Accentuated building elements such as entries, stair towers, or other similar features that provide horizontal or vertical offsets and break the eave line of the building.
- Incorporating a combination of building heights into the building design

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- Stepping back a portion of upper floors, particularly at building corners, where feasible.

Additionally, multi-story buildings should incorporate other height reducing elements such as large open balconies, shed roof forms, material changes, etc.

Materials

- Color and material blocking should be incorporated into the preliminary architectural design so that thoughtful color use is integrated with the architecture. Color palette and application should be consistent with the architectural style of the building.

- All surface treatments or materials should be designed to appear as an integral part of the design, and not merely applied. All materials should wrap columns, porches, or balconies in their entirety.

- Generally, the color of garage doors should not unduly contrast with the primary base color of the building.

Roofs

Roof Form

- Roof treatments, including overhangs, should be consistent with the architectural style of the building.

- Variety of roof design and treatment is encouraged to provide visual interest to the neighborhood roofscape throughout Kyle Canyon, including the use of gable, cross-gable, hip, shed or a combination of these roof forms.

- Repetitious gable ends framed side to side on rear elevations are discouraged along perimeter edges of residential neighborhoods.

- Roof slopes should be consistent with the architectural style of the building.

Roof Materials

- A variety of roof materials is encouraged throughout the neighborhoods of Kyle Canyon in order to avoid a monotonous roofscape appearance. Roof materials may include barrel shaped clay or concrete tiles, flat clay or concrete tiles and shakes, and slate.

- Roof materials should be compatible with the architectural style of the building.

- Roof materials should have a matte finish to minimize glare.

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- Standing seam metal roofs are permitted as an architectural accent element.

- Permitted Materials

    - Clay or Concrete Barrel Tiles
    - Concrete S-tiles
    - Clay or Concrete Flat Tiles
    - Clay or Concrete Shakes
    - Slate
    - Standing Seam Metal

- Prohibited Materials

    - Wood Shake
    - Fiberglass Shingles
    - Simulated Tile including fiberglass or metal
    - Rolled roofing material

- Solar panels are to be integrated into the roof design, flush with the roof slope. Frames should be colored to complement the roof. Mill finish aluminum frames are not allowed. Support solar equipment should be enclosed and screened from view.

Entries

Entry doors and entryways should provide a focal point to each residential unit and should be protected with overhangs, recesses, porches, trellises, or similar architectural features. In buildings where individual unit entries are from an interior corridor, if any, the main entrance into the building should be designed as a focal point of the exterior elevation.

Porches

- Porches, when provided, are encouraged to have railings and be fully covered in one of the following ways:

    - Roof element and tile matching the residence
    - Trellis structure
    - Second floor balcony or overhang

- Porches, when provided, should be designed as an integral component of the building's architecture.

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Courtyards

- Courtyards, when used, should appear as an extension of the architecture of the main building.

- Courtyard walls should be finished to match the building and may be embellished with stone, ceramic tiles, steps, recesses, cut-outs, or wrought iron accents appropriate to the architectural style of the building.

Window Openings

- The style of windows, including muntin patterns, should be compatible with the architectural style of the building.

Principal Windows

At least one principal window per floor should be provided on building elevations, arranged in an aesthetically pleasing composition consistent the architectural style. Principal windows need not strictly be located on each floor, so long as the total number of required principal windows is achieved on any given elevation.

Principal windows are defined as one of the following:

- Oversized window or window grouping
- A prominent window recessed a from the surrounding wall plane.
- An enhanced architectural surround that accentuates a prominent feature window
- A bay window with detailing appropriate to the architectural style of the building.
- A deep pot-shelf with corresponding roof element and corbels.
- An overhead trellis element projecting forward of the wall plane and extending over the entire width of the window.

- All other windows should feature trim consistent with the architectural style.

- Trim elements may be stucco, pre-cast, wood, or ceramic tile.

- Aluminum or vinyl extruded frame windows should be appropriately colored to match or complement the building or trim colors for each color scheme.

- Glazing may be either clear or tinted. Reflective glass is not permitted.

- The shape and size of shutters, when used, should be proportionate to the window opening.

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Patio Covers, Decks and Balconies

- Patio covers, decks and balconies, when provided, should be designed to be in scale and proportion with the architecture of the adjoining building.

- Support columns should be proportional to the size of the patio cover, deck or balcony.

Columns and Archways

- Columns and archways, when used, should be scaled appropriately to provide a sense of strength and support that is compatible with the architectural style of the dwelling.

Trellis and Arbors

- When used, trellis and arbors must be designed to maintain their appearance considering the climatic conditions of the valley.

Detail Elements

- Detail Elements such as shutters, eave brackets, corbels, exposed rafter ends or cross beams, decorative grille work, quoins, decorative ceramic tile and / or other similar features should be used to provide visual interest to the building and consistent with its architectural style.

Garage Doors

- All garage doors on residential buildings should be recessed from surrounding wall planes.

- Door lites, when used, should be appropriate to the architectural style of the building.

Walls and Fences

- Walls and fences that are visible from streets, open space, or other public areas should be compatible in material, color, and design with adjacent architectural elements.

Exterior Lighting

Exterior lighting fixtures should be compatible with the architectural style of the building

Exterior Stairs

- Exterior stairs should be designed as an integral part of the architecture.

- Stair guardrail design should be consistent with the architecture of the building.

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Awnings

- Awnings, when provided, should be designed as an integral part of the architecture.
- Unacceptable awning treatments include metal (except for top-mounted "Bermuda" shutters), untreated fabric, and project names, texts, or logos.

Accessory Structures

Clubhouse, Leasing and Recreation Buildings

- Clubhouses, recreation buildings, and other support buildings should match the architectural style and detailing of the residential buildings.

Storage Buildings

- Storage buildings should have the same level of architectural detailing as the residential buildings within the project.

Detached Garages

- Detached garages, when provided, should use a similar roof treatment and building material as the residential buildings they serve.

Carports

- Freestanding carports should have the same roof design and treatment as the residential buildings within the project.
- Carports should have end walls or other screening devices with architectural detailing similar to the residential buildings.
- Carport color, including roofs, should complement the development.

Trash Enclosures

- Trash enclosures should be constructed of concrete masonry units finished similar to buildings in the development.
- All trash enclosures should have opaque metal gates that are designed compatible with the development.

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Non-Architectural Elements

Mechanical Equipment

- No mechanical equipment (air conditioning/heating units, etc.) should be mounted on, or attached to, any sloped roof. Mechanical equipment, when mounted on flat roofs, must be completely screened by parapet walls at least as tall as the equipment.

- Ground mounted air conditioning units should be screened from view and located away from pedestrian paths and project amenities to the extent feasible.

- Mechanical devices such as exhaust fans, vents, and pipes should be painted to match adjacent roof surfaces.

Vents

- B' type vents for gas appliances, water heaters, and heating units should be painted to match the roof color. Such elements should be located to minimize visual impact to building elevations.

Meters

- Natural gas meters should be grouped and screened behind walls. Builders should contact Southwest Gas for minimum clearances.

- Electrical meters should be ganged and located behind doors. Builders should contact Nevada Energy for minimum clearances.

- Screen walls and electrical enclosures should be designed integral to the project's architecture.

Satellite Dishes

- All antenna and satellite dishes visible from any public or private street, sidewalk, open space or adjacent lot must be submitted for review and is subject to the CC&R's and all federal regulations.

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DESIGN REVIEW PROCESS

The Master Developer shall administer all project submittals and approvals for development within Kyle Canyon with regard to the implementation of the Design Guidelines. ***All development proposals within Kyle Canyon must be approved by the Master Developer prior to submission to any applicable public agency.***

As an expression of the Master Developer's vision for Kyle Canyon, the Design Guidelines are intended to provide builders, architects, civil engineers, and others an overall direction in the design process. The criteria contained within the Design Guidelines provides examples of ways in which the vision can be achieved, however, the Master Developer strongly encourages creativity, innovation, and variety throughout the community. Builders may propose other design solutions to project development, as long as the overall intent of the community vision and Design Guidelines is achieved.

All project submittals, whether designed in strict accordance with the design criteria contained herein or with other design solutions not specifically addressed in the Design Guidelines, will be reviewed by the Master Developer to ensure that all projects achieve the goals and objectives of the vision as expressed throughout the Design Guidelines.

All parcel improvements by the builder will require review and approval by the Master Developer. Improvements requiring review include but are not limited to residential product including new construction, commercial and mixed-use projects, landscape, signage, and amenities such as parks, open play areas or community facilities and ancillary structures.

Design Review Committee (DRC)

The Master Developer shall establish a Design Review Committee (DRC) to review each project submittal. The DRC shall consist of representatives from the Master Developer along with an architectural consultant, landscape consultant, and civil engineering consultant. In addition, the DRC may consult with other professional advisors as deemed appropriate. Projects for design review shall be submitted to the Design Review Committee at the address listed below. Complete submissions are required in order for the DRC to make an expeditious review.

DESIGN REVIEW COMMITTEE
c/o Master Developer Name
Street Address
City, State, ZIP

Telephone
Fax:

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Submittal Requirements

The following items must be submitted to and approved by the Kyle Canyon DRC prior to submittal to any public agency. Submittals shall be made online to the DRC or by submitting two sets of electronic CDs with all drawings in a scaleable pdf format.

- ***Builder Statement***

For each project submittal, the builder shall provide a written summary of how the proposed project fulfills the community character envisioned for Kyle Canyon as expressed throughout these Design Guidelines. Particular emphasis should be given to edge conditions and connectivity.

- ***Preliminary Concept Site Plan (Per Production Neighborhood; 1" = 40')***

The purpose of this submittal is to ensure that the overall concept of the neighborhood design, particularly regarding the layout of proposed streets and lots, is consistent with the intent of the design guidelines before the builder begins preparation of tentative tract maps. The following are required elements of the Preliminary Concept Site Plan submittal:

  - Conceptual street layout
  - Conceptual lot layout
  - Proposed pedestrian connections
  - Adjacent streets and open space
  - Proposed wall types, heights and locations

- ***Detailed Development Plan (Per Production Phase; 1" = 40')***
  - Proposed street locations and dimensions
  - Proposed lot lines and dimensions
  - Proposed pedestrian connections
  - Pre-plotting of units along parcel edges that are visible from master planned roads and open space
  - Building footprints (Model and elevation must be specified)
  - Driveway and/or alley placement
  - Wall and Fence locations and heights
  - Adjacent street(s) and open space

- ***Architectural Plans (half size 1/8" scale drawings only)***
  - Identify parcel number on title sheet of architectural package and/or on the title block of each page of the submittal
  - Floor plans with dimensions
  - Dimensioned unit floor plans and building composites for attached and multi-family products
  - Floor plan modifications (if any) per architectural style
  - Wrap elevations with dimensions for each architectural style (Label architectural style for each elevation)
  - Enhanced elevations for corner side and visible side and rear elevations

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- Material call-outs and depth of recesses or pop-outs should be identified
- Floor area calculations including living area per floor, total living area, and garage square footage
- Typical lot for each floor plan indicating building footprint, setback requirements, driveway locations, and sidewalk locations
- Site plan for reference
- All submittals in pdf format on a CD and 1/8" scale hard copy

- ***Material and Color Package (Maximum Size of Board(s): 11" x 17")***
  - Noted or color coded elevations
  - Primary stucco color(s) (Actual paint chip)
  - Secondary stucco color(s) (Actual paint chip)
  - Accent and trim colors (Actual paint chip)
  - Accent material samples (Stone, Brick, Etc.) (Manufacturer's printed picture)
  - Roof tile (Actual material and color sample)

- ***Landscape Plan (1" = 40')***
  - Street tree species, size and location
  - Neighborhood entries
  - Planting and fencing details

Plan Check Fees

The following plan check fees shall apply to the design review process:

	Submittal Type	Fee
1	Preliminary Concept Site Plan:.....	$tbd
2	Initial Full Submittal including: ..... • Detailed Development Plan • Architectural Plans • Material and Color Sample Board • Landscape Plan	$tbd
3	2nd Submittal addressing comments from Initial Submittal:.....	$tbd
4	Subsequent Submittals (if necessary):.....	$tbd per submittal
5	Public Agency Submittals.....	Fee per public agency requirements. Applicant is responsible for any and all public agency fees that apply to the project submittal.

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Upon review of the submittal, additional fees may be required to cover expenses incurred by the DRC. The plan check fee shall be submitted to the following:

Design Review Committee
c/o Master Developer Name
Street Address
City, State, ZIP

Telephone:
Fax:

DRC Design Review and Approval Process

The Design Review Committee (DRC), established by the Master Developer, shall review each project submittal. Within 15 working days of receipt of a complete submittal, the DRC shall recommend "approved", "approved with modifications", or "denied". The DRC shall summarize its finding in a written response letter to the Master Developer. The Master Developer shall make the final decision regarding approval of the submittal. If the Master Developer fails to notify the applicant within 30 calendar days as to its decision regarding the project submittal, then the submittal shall be deemed "approved".

The DRC shall review each submission for the design's commitment to overall community development and adherence to the Design Guidelines. The DRC is not responsible for the review of submissions to determine conformance to any applicable codes and standards established by public agencies.

Submittals that are "Approved" by the DRC may then be submitted to public agencies, if required. Submittals that are "Approved with Modifications" or "Denied" shall be revised as necessary and re-submitted to the DRC for approval. ***All submittals must be approved by the DRC prior to submission to any public agency.*** Submittals to public agencies must be accompanied by a letter from the Master Developer indicating that the project has been reviewed and approved by the Master Developer.

Administration

Amendment

The Design Guidelines may be amended from time to time by the Master Developer. Any amendment, revision, or update to the Design Guidelines shall be distributed by the Master Developer to the City of Las Vegas for review and comment. Once finalized, the Master Developer will provide the updated Design Guidelines to the parcel owner of record. The parcel owner shall then be responsible to notify and distribute the Design Guidelines to any consultants preparing submittal packages on the parcel owner's behalf.

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Prevalence of Declaration

In the event of any conflict between the provisions of the Design Guidelines and the Master CC&R's for Kyle Canyon, the most restrictive shall prevail.

Miscellaneous

All items submitted during the review process shall become the property of the Master Developer. Changes to the approved plans shall be re-submitted to the DRC for approval and shall clearly identify the revision(s).

Prosecution of Work After Approval

After approval of the final plans by the Master Developer, the construction, alteration or other work described therein shall be commenced and completed in accordance with the rules set forth in these Design Guidelines and the Declarations. The Master Developer or its representative has the right to enter the lot or premises and to inspect the project for compliance with the Design Guidelines or Declarations at any time, without advance notice to the lot owner nor fear of trespass and liability.

Violations

Construction deemed by the Owner to be in violation of approved drawings, the Design Guidelines, or the Master CC&R's shall be corrected as described in the Declarations.

Recordation of Notice

Upon approval of the final plans, the Owner shall, upon written request from the applicant, provide a statement of approval in a form appropriate for recordation. The Owner may also record a notice to reflect any work which has not been approved or any approval previously given which has been revoked.

Rule Making Authority

The Owner adopts these Design Guidelines for the purpose of interpreting, applying, supplementing and implementing the provisions of the Master CC&R's pertaining to the design of site improvements. A copy of the Design Guidelines as from time to time adopted, amended or repealed shall be maintained in the office of the Owner and shall be available for inspection during normal business hours by any applicant or any architect or agent of any such applicant. It shall be the responsibility of the applicant or architect or agent of any such applicant to inform themselves as to any and all such changes of these Design Guidelines.

Liability of Committee

Provided that the Owner acts in good faith, neither the Owner nor any representative thereof shall be liable to any applicant or any other person for any damage, loss or prejudice suffered or claimed on account of the review of any plans, specifications or

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materials. The review and delivery of a form of approval or disapproval is not to be considered an opinion as to whether or not the plans are defective or whether the construction methods or performance of the work proposed therein is defective, or whether the facts therein are correct or meet Clark County Building Codes.

Professional Advice

The Owner may employ the services of an architect, attorney, land planner, landscape architect or engineer to render professional advice and may charge the cost for services of such a professional to the applicant, but only after the applicant has been informed in advance such compensation shall be so charged.

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Date: _____

Submittal Checklist

Builder: _____

Contact Name: _____

Address: _____

_____

Phone No: _____ e-mail: _____

Civil Engineer _____

Contact Name: _____

Address: _____

_____

Phone No: _____ e-mail: _____

Architect: _____

Contact Name: _____

Address: _____

_____

Phone No: _____ e-mail: _____

Landscape Architect _____

Contact Name: _____

Address: _____

_____

Phone No: _____ e-mail: _____

Parcel No. : _____

Land Use Category: _____

Modified Development Standards Zoning Category: _____

DRC Submittal Materials

_____ Builder Statement
_____ Preliminary Concept Site Plan
_____ Detailed Development Plan
_____ Architectural Plans
_____ Landscape Plan
_____ Material and Color Package
_____ DRC Submittal Fees

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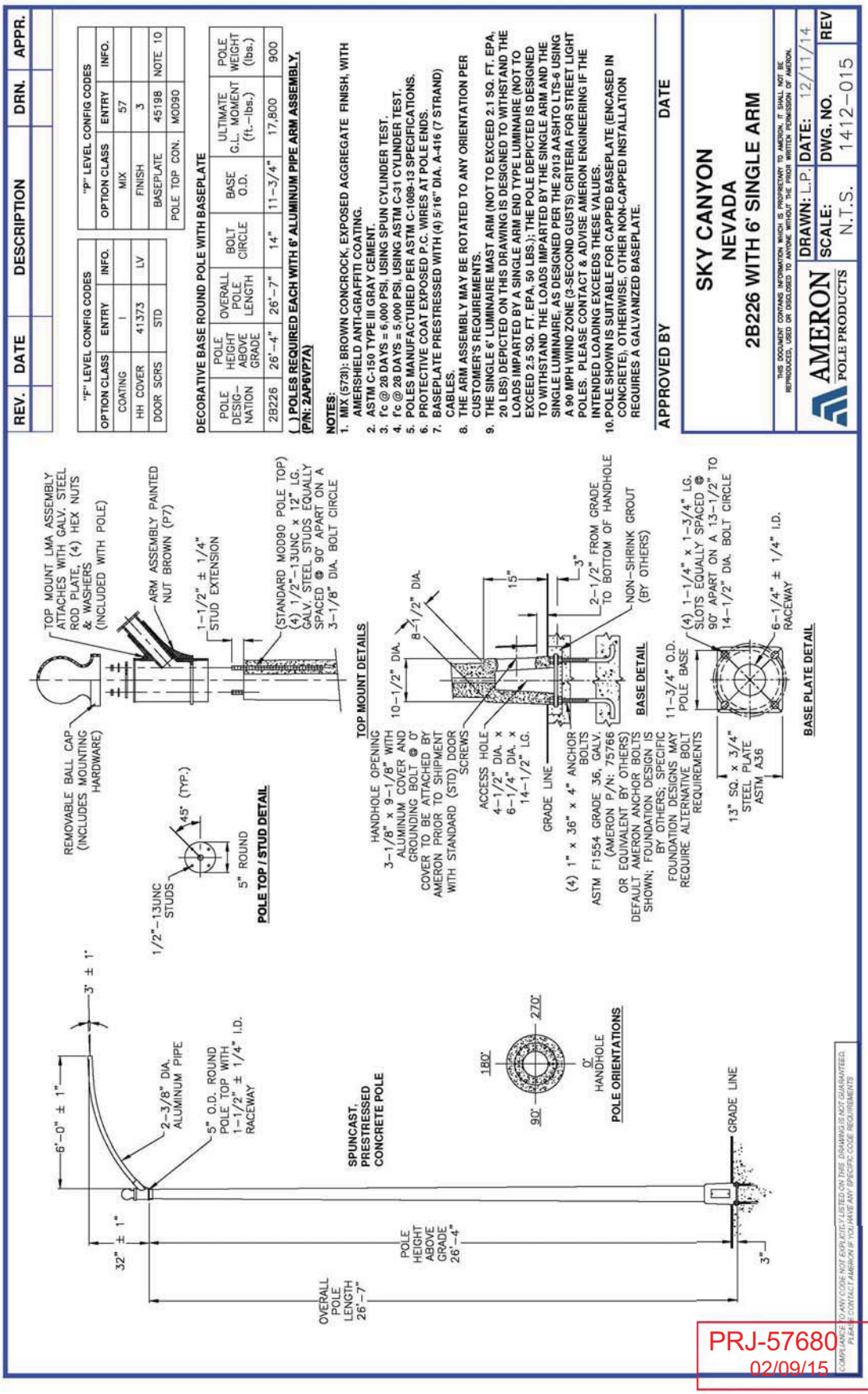
EXHIBIT N

TO SKYE CANYON DEVELOPMENT AGREEMENT

STREET LIGHTS

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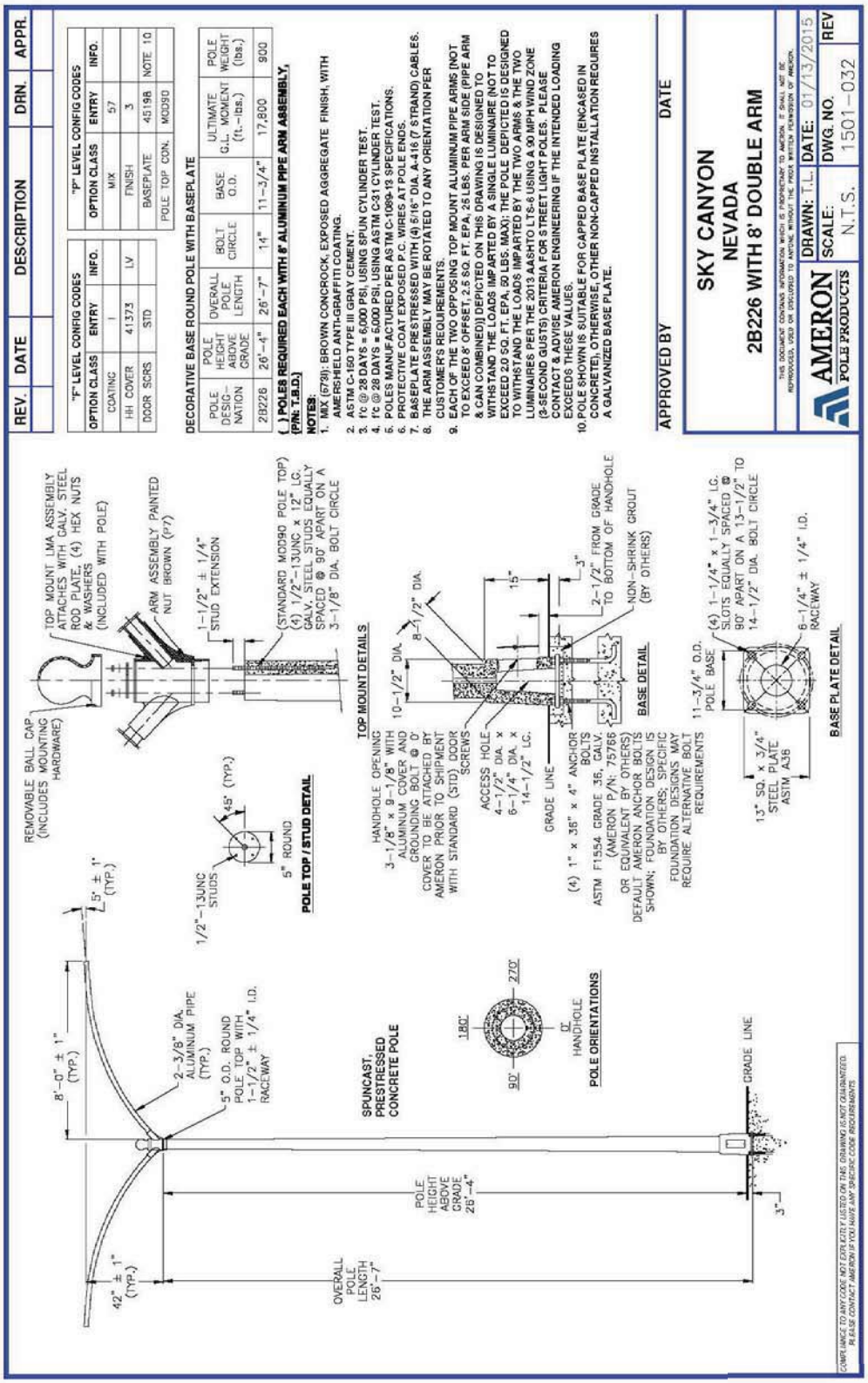
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EXHIBIT N
Revised February 6, 2015



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ITEM
#36

DIR-57816

DIR-57816 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT: KAG PROPERTY, LLC - OWNER: KAG DEVELOPMENT SOUTH, LLC, ET AL - For discussion and possible action on a request regarding an amendment to the Development Agreement for the Kyle Canyon Development on approximately 1,662 acres at the southwest corner of Fort Apache Road and Moccasin Road (APNs 125-06-101-001; 125-06-301-001 and 002; 125-06-401-001, 005 and 006; 125-06-501-001; 125-06-701-001; 125-07-101-004, 005 and 007; 125-07-201-001 and 003; 125-07-310-001 and 002; 125-07-410-001, 002 and 003; 125-07-501-005 and 006; 125-07-602-001, 003, 004 and 005; 126-12-000-001), Ward 6 (Ross) [PRJ-57680].

3/6/25 3:39

ITEM #36

DIR-57816 - AMENDED KYLE CANYON DEVELOPMENT AGREEMENT

Amendments:

- The rebranding of the master planned community from "Kyle Canyon" to "Skye Canyon".
- The introduction of alternate fire station contribution language to allow for either a $4.1 million contribution or the dedication of land and a constructed fire station within the Community.
- The elimination and replacement of a Parent Final Map and associated triggers and requirements with Development Phase Maps and associated requirements and triggers.
- The amendment of the Development Agreement to extend the time in which the Master Developer is to enter into a Memorandum of Understanding (MOU) with the Clark County School District (CCSD).

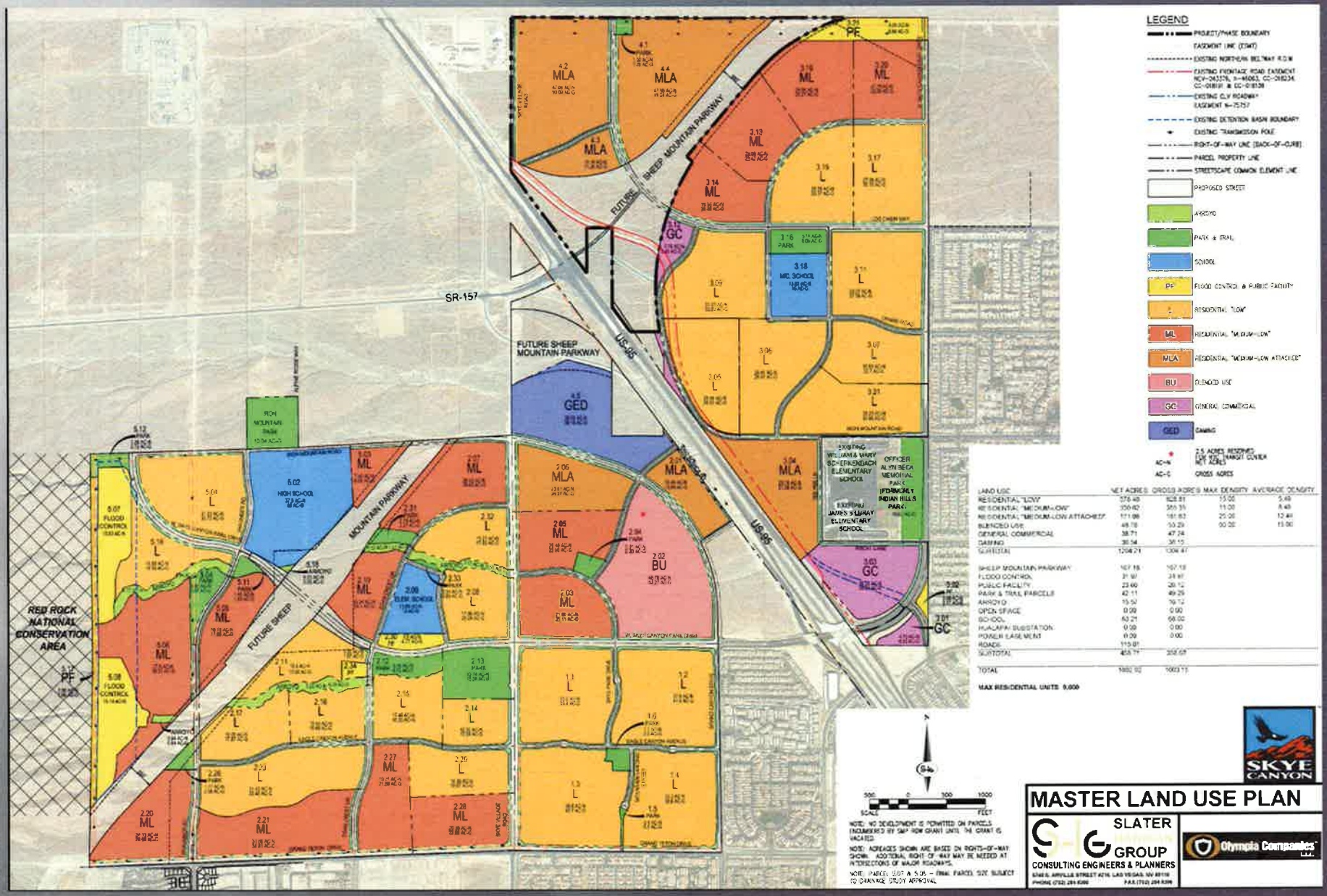
ITEM #36

DIR-57816 - Amended Kyle Canyon Development Agreement (Cont.)

- The amendment of the Master Land Use Plan to allow for an approximate 23% reduction in Medium Low land use designated acreage and an approximate 10% and 66% increase in Medium Low-Attached and Low land use designated acreage, respectively.
- The amendment of the Master Land Use Plan for the relocating of the proposed educational facilities (Elementary, Middle and High school) within the Community.
- The amendment of the Master Land Use Plan to illustrate the new network of Community park locations, as well as a potential fire station.
- The amendment of the Parks Agreement to reflect the new network of Community park locations, their associated conceptual drawings and their construction commencement triggers.

ITEM #36

DIR-57816 – Amended Kyle Canyon Development Agreement



ITEM #36

DIR-57816 – Amended Kyle Canyon Development Agreement

- Findings:
- In compliance with Nevada Revised Statutes 278.0201 through 278.0207
- Addresses Goal #3 of the Las Vegas 2020 Master Plan,
- *"Newly developing areas of the city will contain adequate educational facilities and recreational and open space and be linked to major employment centers by mass transit, including buses, and by trails."*
- *Generally meet the intent of the objectives put forth by Goal #3 such as,*
- *"Objective 3.1: To ensure that new residential subdivisions, with the exception of areas currently designated as rural preservation neighborhoods by Nevada statute, are developed into walkable communities, where reliance on auto trips for convenience shopping and access to education and recreation is minimized, and where development densities support transit."*
- *"Objective 3.5: To enhance the visual quality of new development within the city."*

ITEM #36

DIR-57816 - Amended Kyle Canyon Development Agreement (Cont.)

- *"Objective 3.6: To ensure that adequate amounts of park space and trail systems are designated and developed to meet or exceed national standards and standards established in the Master Plan Parks Element."*
- Generally meets the intent of the Traditional Neighborhood Development (TND) General Plan designation by:
  - Providing for a mix of housing types, commercial and civic uses within the community
  - Incorporating natural features, such as arroyos, as organizational and recreational elements of the community

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

SUBJECT:
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

SUBJECT:
CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 15, 2015

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