City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 495 SOUTH MAIN STREET · PHONE 702-229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
COUNCIL MEMBERS: CAROLYN G. GOODMAN, MAYOR (At-Large)
COUNCILMAN STEVEN D. ROSS, MAYOR PRO TEM (Ward 6)
LOIS TARKANIAN (Ward 1), RICKI Y. BARLOW (Ward 5), STAVROS S. ANTHONY (Ward 4)
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. Reasonable efforts will be made to assist and accommodate persons with disabilities or impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 702-229-6311 and advise of your need at least 48 hours in advance of the meeting. Dial 7-1-1 for Relay Nevada.

NOTE: The regularly scheduled Las Vegas City Council meeting of Wednesday, July 6, 2016 is being cancelled due to the Fourth of July holiday.

June 15, 2016
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, CITY CLERK, AT THE CITY CLERK'S OFFICE AT 495 SOUTH MAIN STREET, 2ND FLOOR OR ON THE CITY'S WEBPAGE AT www.lasvegasnevada.gov.

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

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. PLEASE NOTE CUSTOMERS OF CENTURYLINK CAN VIEW THIS PROGRAM IN HIGH DEFINITION ON CHANNEL 1002, AND SOME CUSTOMERS OF COX COMMUNICATIONS WHO DO NOT HAVE A CABLE BOX CAN VIEW THIS MEETING ON DIGITAL CHANNEL 69.9. 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 5:00 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 - CHAPLAIN SANFORD MARKS, INTERFAITH COUNCIL OF SOUTHERN NEVADA

4. PLEDGE OF ALLEGIANCE

5. RECOGNITION OF THE CITIZEN OF THE MONTH

6. RECOGNITION OF THE EMPLOYEE OF THE MONTH

7. RECOGNITION OF CATHOLIC CHARITIES OF SOUTHERN NEVADA'S 75th ANNIVERSARY

BUSINESS ITEMS - MORNING

PUBLIC COMMENT

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

BUSINESS ITEMS

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

10. For possible action to approve the Final Minutes by reference of the May 18, 2016 Regular City Council Meeting

CONSENT AGENDA

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

ADMINISTRATIVE SERVICES - CONSENT

11. For possible action to approve the ratification of Zachary Bucher in a Council support position as a Special Assistant to the Mayor ($60,500 + Benefits - General Fund)

12. For possible action to approve a grant award from the State of Nevada Division of Emergency Management for the receipt of funds re-obligated from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2014 Urban Area Security Initiative (UASI) in the amount of $87,450.48 for the Department of Fire and Rescue for the purchase of Hazardous Materials Response and Monitoring equipment through August 15, 2016 - All Wards

CITY ATTORNEY - CONSENT

13. For possible action to approve a business impact statement regarding a proposed ordinance to create business license regulations for pedicabs and pedalbuses and to amend and clarify rules regarding operational areas for horse-drawn carriages, pedicabs and pedalbuses. (This item is related to Bill No. 2016-50, which is located later on this agenda under New Bills)

FINANCE - CONSENT

14. For possible action to approve the transfer of Fiscal Year 2016 Budget Appropriations to adjust for expenditures and adjustments between functions within various funds totaling $8,480,000

FINANCE - PURCHASING & CONTRACTS CONSENT

15. For possible action to approve revision to Purchase Order No. 324735, Contract No. 090091-PL, Multi-Functional Device Rental Services - Department of Information Technologies - Award recommended to: ELAN MARKETING, INC. (Not-to-Exceed $300,000 - Print Media Internal Service Fund)

16. For possible action to approve award of Contract No. 160223-TF, Prime Design Services Contract for Sidewalk Infill Area 2C Maryland Bruce bounded by Maryland Parkway on the west, Bonanza Road on the north, Bruce Street on the east and Interstate 515 on the south - Department of Public Works - Award recommended to: PARSONS BRINCKERHOFF, INC. ($450,000 - Road and Flood Capital Projects Fund) - Ward 3 (Coffin)

17. For possible action to approve award of Second Amendment to Agreement No. 100236-TF, Blanket Services Agreement for General Engineering Services - Department of Public Works - Award recommended to: VTN NEVADA ($100,000 - Various Funds) - All Wards

18. For possible action to approve award of Contract No. 160225-JH, Prime Design Services Contract for Gowan North - El Capitan Branch, Lone Mountain Road to Ann Road - Department of Public Works - Award recommended to: GCW, INC. ($645,000 - Road and Flood Capital Projects Fund) - Clark County

19. For possible action to approve award of Contract No. 160074-TF, Aerial Video and Data Collection Program - Department of Public Works - Award recommended to: AVISIGHT, LLC (Not-to-Exceed $300,000 - General Fund) - All Wards

20. For possible action to approve award of Modification No. 1 to Contract No. 16.59477-TF, Repair/Reconstruction/ Maintenance of Regional Flood Control Facilities - Department of Public Works - Award recommended to: LONE MOUNTAIN EXCAVATION AND UTILITIES, INC. ($1,100,000 - Road and Flood Capital Projects Fund) - All Wards

HUMAN RESOURCES - CONSENT

21. For possible action to approve the City's Excess Workers' Compensation Insurance coverage for Fiscal Year 2017 with AON Risk Services, Inc. ($443,281 - Workers' Compensation Self-Insurance Trust Fund)

22. For possible action to approve the City's property damage fire insurance policy on buildings, contents, outside equipment, boiler and machinery for Fiscal Year 2017 with AON Risk Services, Inc. ($371,119 - Self Insurance Liability Trust Fund)

23. For possible action to approve the award to National Casualty Insurance Company of the City's general liability insurance coverage, effective July 1, 2016 to July 1, 2017 ($73,250 - Self Insurance Liability Trust Fund)

OPERATIONS AND MAINTENANCE - CONSENT

24. For possible action to approve Angel Park Capital Improvement Agreement 12 between the City of Las Vegas and Angel Park Golf, LLC for capital improvement needs at the Angel Park Golf Course, 100 South Rampart Boulevard ($37,410 - Municipal Golf Course Enterprise Fund) - Ward 2 (Beers)

25. For possible action to approve Angel Park Capital Improvement Agreement 13 between the City of Las Vegas and Angel Park Golf, LLC for capital improvement needs at the Angel Park Golf Course, 100 South Rampart Boulevard ($44,484.52 - Municipal Golf Course Enterprise Fund) - Ward 2 (Beers)

26. For possible action to authorize staff to negotiate, purchase and transfer interests in parcels of land for the Charleston Boulevard and Lamb Boulevard Intersection Widening Project, multiple APNs ($2,020,000 - Road and Flood Capital Project Fund [CPF]) - Ward 3 (Coffin) and Clark County

PLANNING - BUSINESS LICENSING CONSENT

27. ABEYANCE ITEM - For possible action to approve a Change to a Condition of Approval of a Compliance Permit for a Medical Marijuana Establishment (Dispensary) GB SCIENCES NEVADA, LLC dba GB SCIENCES at 921 South Las Vegas Boulevard, Suite #100 - Ward 3 (Coffin)

28. ABEYANCE ITEM - For possible action to approve a Change to a Condition of Approval of a Compliance Permit for a Medical Marijuana Establishment (Cultivation) NULEAF CLV CULTIVATION, LLC dba NULEAF CLV CULTIVATION, LLC at 1018 South Commerce Street - Ward 3 (Coffin)

29. For possible action to approve a Medical Marijuana Cultivation Establishment License POLARIS WELLNESS CENTER, LLC dba POLARIS MMJ at 5385 Polaris Avenue - Clark County, Nevada

30. For possible action to approve a Medical Marijuana Cultivation Establishment License LAS VEGAS NATURAL CAREGIVER, LLC dba HOUSE OF HERBS at 6455 Dean Martin Drive, Suite G - Clark County, Nevada

31. For possible action to approve a Medical Marijuana Independent Testing Laboratory Establishment License CANNEX NEVADA, LLC dba RSR ANALYTICAL LABORATORIES at 241 West Charleston Boulevard, Suite #180 - Ward 3 (Coffin)

32. For possible action to approve a Medical Marijuana Cultivation Facility License CANNAVATIVE FARMS, LLC dba CANNAVATIVE FARMS, LLC at 14331 Lear Boulevard - Reno, Nevada

33. For possible action to approve a Medical Marijuana Production Facility License CANNAVATIVE EXTRACTS, LLC dba CANNAVATIVE EXTRACTS, LLC at 14331 Lear Boulevard - Reno, Nevada

34. For possible action to approve a Tavern License for a Change of Ownership FROM: BEANO'S CASINO, INC. TO: GOLDEN-PT'S PUB BEANO'S 62, LLC dba PT'S GOLD at 7200 West Lake Mead Boulevard - Ward 1 (Tarkanian)

35. For possible action to approve a Non-Restricted Gaming License SARTINI GAMING, LLC db at PT'S GOLD at 7200 West Lake Mead Boulevard - Ward 1 (Tarkanian)

36. For possible action to approve a Package Liquor License for N ELIAS, LLC dba VEGAS MARKET & LIQUOR at 861 North Nellis Boulevard, Suite #1 [Nada E. Hamika, Managing Member] - Ward 3 (Coffin)

37. For possible action to approve a Restricted Gaming License for N ELIAS, LLC dba VEGAS MARKET & LIQUOR at 861 North Nellis Boulevard, Suite #1 [Nada E. Hamika, Managing Member] - Ward 3 (Coffin)

38. For possible action to approve a Temporary Package Liquor License for a Change of Ownership FROM: KSH ENTERPRISES, INC. TO: VBNA ENTERPRISES, LLC dba ALL STAR MINI MART at 2339 North Jones Boulevard [Ayad Mansoor, Managing Member] - Ward 5 (Barlow)

39. For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License MILTON RESTAURANT GROUP, LLC dba WINGSTOP at 903 South Rainbow Boulevard - Ward 1 (Tarkanian)

40. For possible action to approve a Beer/Wine/Cooler Off-Sale License SF MARKETS LLC dba SPROUTS FARMERS MARKET at 7530 West Lake Mead Boulevard, Suite #120 - Ward 4 (Anthony)

41. For possible action to approve a Temporary Beer/Wine/Cooler Off-Sale License BEATRIZ ADRIANA HERRERA dba 702 MART at 1468 East Charleston Boulevard [Beatriz Adriana Herrera, Owner] - Ward 3 (Coffin)

42. For possible action to approve a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: CHAI BHEN, LLC TO: KAF INVESTMENTS, INC. dba DESERT FOOD MART at 6100 West Charleston Boulevard [Amir Karimabadi, President, Secretary, Treasurer, Director] - Ward 1 (Tarkanian)

43. For possible action to approve a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: 7 ELEVEN OF NEVADA, INC. TO: BABAS, INC. dba 7-ELEVEN STORE #22416G at 901 North Rancho Drive - Ward 5 (Barlow)

44. For possible action to approve a Restaurant with Alcohol License for a Change of Ownership FROM: MADE LV, LLC TO: PKWY SUMMERLIN, LLC dba PKWY RAMPART at 450 South Rampart Boulevard, Suite #120 [Jonathan Fine, Managing Member] - Ward 2 (Beers)

45. For possible action to approve a Temporary Restaurant Service Bar License for a Change of Ownership FROM: INTELLISCAPES CONSULTING, LLC TO: CAFÉ LEONE, LLC dba LEONE CAFÉ at 445 South Rampart Boulevard, Suite #165 - Ward 2 (Beers)

46. For possible action to approve a Restaurant Service Bar License CASA TLAQUEPAQUE, LLC dba CASA TLAQUEPAQUE at 4800 East Bonanza Road, Suite #8 [Maricarmen Soria, Managing Member] - Ward 3 (Coffin)

47. For possible action to approve a Temporary Restaurant Service Bar License RAPSALICIOUS LV, LLC dba CUTTING BOARD at 2131 Rock Springs Drive [Tiffany Le, Managing Member] - Ward 1 (Tarkanian)

48. For possible action to approve a Massage Establishment License CA$INO'SSAGE dba CASINO'SSAGE, INC. at 4760 South Pecos Road, Suite #208 - Clark County, Nevada

49. For possible action to approve an Appeal of a Work Card Denial for Jose De Jesus Cabral db at Soho Sushiburrito, 2600 West Sahara Avenue, Suite #115 - Ward 1 (Tarkanian)

RESOLUTIONS - CONSENT

50. R-26-2016 - For possible action to approve a Resolution affirming the City's commitment to diversity and an open and inclusive community - All Wards

51. R-27-2016 - For possible action to approve a Resolution to Augment the City of Las Vegas Fiscal Year 2016 General Fund Budget in the amount of $9,100,000

52. R-28-2016 - For possible action to approve a Resolution to Augment six City of Las Vegas funds for the Fiscal Year 2016: Fremont Street Room Tax Special Revenue Fund (SRF) in the amount of $75,000; Municipal Golf Course Enterprise Fund (EF) in the amount of $120,000; Municipal Parking Enterprise Fund (EF) in the amount of $500,000; Fire Communication Internal Service Fund (ISF) in the amount of $110,000; Print Media Internal Service Fund (ISF) in the amount of $760,000; and Employee Benefit Internal Service Fund (ISF) in the amount of $6,800,000

53. R-29-2016 - For possible action to approve a Resolution concerning a proposed Special Improvement District (813) within the Summerlin area, authorizing the execution and delivery of a deposit agreement with PN II, Inc., a Nevada corporation, in the amount of $150,000 for the City of Las Vegas to draw against as it incurs the expenses of creating a financing this district ($150,000 - SID Special Revenue Fund) - Wards 2 and 4 (Beers and Anthony)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

54. ABEYANCE ITEM - Report by Jorge A. Cervantes, Executive Director of Community Development, and discussion for possible action regarding an unsolicited proposal for a deed restriction removal for the Royal Links Golf Course, located at 5995 East Vegas Valley Drive - Clark County

55. Discussion for possible action regarding the naming of the plaza area in front of City Hall, located at 495 South Main Street, the "Oscar B. Goodman City Hall Plaza" - Ward 3 (Coffin)

56. ABEYANCE ITEM - Presentation by the Department of Planning regarding an update on the status of the Las Vegas Downtown Master Plan

PLANNING - BUSINESS LICENSING DISCUSSION

57. ABEYANCE ITEM - Discussion for possible action regarding the approval of a Medical Marijuana Dispensary Establishment License CLARK NMSD, LLC dba NUVEDA at 1324 South Third Street - Ward 3 (Coffin)

RESOLUTIONS - DISCUSSION

58. R-25-2016 - ABEYANCE ITEM - Discussion for possible action to approve a Resolution adopting the Downtown Las Vegas Vision 2045 Master Plan - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

59. Bill No. 2016-34 - For Possible Action - Authorizes the establishment and operation of an occasional program by which fines for qualifying parking infractions may be paid by means of the donation of food items or children's toys in lieu of the payment of money. Sponsored by: Councilman Bob Beers

60. Bill No. 2016-36 - For Possible Action - Annexation No. ANX-62383 - Property location: 6645 West El Campo Grande Avenue; Petitioned by: Michael A. Valente, predecessor-in-interest to current owner; Acreage: 1.50 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

61. Bill No. 2016-37 - For Possible Action - Annexation No. ANX-62386 - Property location: 4980 Ghost Dance Circle; Petitioned by: Corey and Mary Joyce Newcome; Acreage: 0.68 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

62. Bill No. 2016-38 - For Possible Action - Annexation No. ANX-63179 - Property location: 5686 North Rainbow Boulevard; Petitioned by: Aqua Bamboo, LLC; Acreage: 0.95 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

63. Bill No. 2016-39 - For Possible Action - Annexation No. ANX-63953 - Property location: generally located on the north side of Craig Road, approximately 350 feet east of El Capitan Way; Owner: United States of America; Acreage: 2.58 acres; Zoned: R-E (County zoning), U (City equivalent). Sponsored by: Councilman Stavros S. Anthony

64. Bill No. 2016-45 - For Possible Action - Amends Ordinance No. 6260 and authorizes a First Amendment to Continuing Covenant Agreement in connection with the outstanding City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Bonds (Additionally Secured by Pledged Revenues), Series 2013 in the amount of $30,025,000. Proposed by: Venetta Appleyard, Director of Finance

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.

65. Bill No. 2016-41 - Annexation No. ANX-64020 - Property location: on the north side of West El Campo Grande Avenue, west of North Alpine Ridge Way; Petitioned by: Elaine Kahn Shapiro; Acreage: 5.18 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

66. Bill No. 2016-42 - Annexation No. ANX-64021 - Property location: on the north side of West El Campo Grande Avenue, 340 feet west of North Alpine Ridge Way; Petitioned by: Estelle Kahn; Acreage: 5.18 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

67. Bill No. 2016-43 - Annexation No. ANX-64360 - Property location: at the southwest corner of Craig Road and Riley Street; Petitioned by: Clark County Investors, LLC; Acreage: 2.58 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Stavros S. Anthony

68. Bill No. 2016-44 - Annexation No. ANX-64386 - Property location: at the northwest corner of Centennial Parkway and Alpine Ridge Way; Petitioned by: Roaring Folk Management, LLC; Acreage: 4.79 acres; Zoned: R-U (County zoning), U (City equivalent). Sponsored by: Councilman Steven D. Ross

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.

69. Bill No. 2016-46 - Annexation No. ANX-58976 - Property location: the southwest corner of Al Carrison Street and West Lone Mountain Road; Petitioned by: PN II Inc., predecessor-in-interest to current owners; Acreage: 5.36 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Stavros S. Anthony

70. Bill No. 2016-47 - Annexation No. ANX-64026 - Property location: on the northeast corner of El Parque Avenue and Mohawk Street; Petitioned by: Gloria Rickers and Doris Wilbur; Acreage: 2.44 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilwoman Lois Tarkanian

71. Bill No. 2016-48 - Annexation No. ANX-64589 - Property location: the north side of West Lone Mountain Road, 450 feet east of Durango Drive; Petitioned by: Dominion Estates Limited Partnership, predecessors-in-interest to current owners; Acreage: 5.48 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Stavros S. Anthony

72. Bill No. 2016-49 - Amends the Unified Development Code regarding medical marijuana establishments to allow mandatory signage requirements and limitations to be waived in connection with special use permit approval. Sponsored by: Councilman Bob Coffin

73. Bill No. 2016-50 - This ordinance amends LVMC Title Six to add a new section to provide business licensing regulations for the use of pedicabs and pedalbuses, amends LVMC 11.39 to revise and clarify the rules and regulations for pedicabs and pedalbuses, amends LVMC 6.44 for horse- drawn carriages and amends LVMC 11.02 to clarify where such vehicles may operate. Proposed by: Tom Perrigo, Director of Planning

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

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

PLANNING

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

PLANNING - CONSENT

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

75. EOT-64421 - EXTENSION OF TIME - APPLICANT: NULEAF CLV CULTIVATION, LLC - OWNER: POZEMKI, LLC - For possible action on a request for an Extension of Time of an approved Special Use Permit (SUP-55287) FOR A PROPOSED 21,307 SQUARE-FOOT MEDICAL MARIJUANA CULTIVATION FACILITY at 1020 South Commerce Street (APN 139-33-801-006), M (Industrial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

76. EOT-64432 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: GB SCIENCES NEVADA, LLC - OWNER: WOLFSON MEDICAL CTR DOWNTOWN - For possible action on a request for an Extension of Time of an approved Special Use Permit (SUP-55277) FOR A PROPOSED 4,188 SQUARE-FOOT MEDICAL MARIJUANA DISPENSARY at 921 South Las Vegas Boulevard, Suite #100 (APNs 139-34-410-167, 168 and 169), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

77. DIR-64397 - WATER FEATURE EXEMPTION - APPLICANT/OWNER: SOUTH SHORES PROFESSIONAL CENTER, LLC - For possible action on a request TO ALLOW THE OPERATION OF TWO PROPOSED WATER FEATURES TOTALING 1000 SQUARE FEET at 8440 West Lake Mead Boulevard (APN 138-21-211-003), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). Staff recommends APPROVAL.

PLANNING - DISCUSSION

78. RQR-62203 - ABEYANCE ITEM - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: ZARBOD ZANGANEH - For possible action on a required review of Variance (VAR-57690) TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE 15 FEET IS REQUIRED AND A ZERO-FOOT DISTANCE SEPARATION FROM THE MAIN DWELLING WHERE SIX FEET IS REQUIRED FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II) [SHED I]; AND A ZERO-FOOT SIDE YARD SETBACK FOR AN EXISTING CARPORT WHERE 15 FEET IS REQUIRED; A ZERO-FOOT SIDE YARD SETBACK FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II) [SHED II] AND AN EIGHT-FOOT SIDE YARD SETBACK FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II) [SHED III] WHERE TEN FEET IS REQUIRED at 520 Campbell Drive (APN 139-32-311-015), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.

79. GPA-63487 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: GREENDALE PROPERTIES, LLC - For possible action on a request for a General Plan Amendment FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: R (RURAL DENSITY RESIDENTIAL) on 37.35 acres on the southeast corner of Elkhorn Road and Tenaya Way (APN 125-22-501-001), Ward 6 (Ross) [PRJ-63442]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

80. ZON-63488 - ABEYANCE ITEM - REZONING RELATED TO GPA-63487 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: GREENDALE PROPERTIES, LLC - For possible action on a request for a Rezoning FROM: U (UNDEVELOPED) [DR (DESERT RURAL DENSITY RESIDENTIAL) GENERAL LAND USE DESIGNATION] TO: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED DISTRICT) on 37.35 acres on the southeast corner of Elkhorn Road and Tenaya Way (APN 125-22-501-001), Ward 6 (Ross) [PRJ-63442]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

81. ZON-63475 - ABEYANCE ITEM - REZONING - PUBLIC HEARING - APPLICANT/OWNER: BALLE CENTER, LLC - For possible action on a request for a Rezoning FROM: C-D (DESIGNED COMMERCIAL) TO: O (OFFICE) on 0.57 acres at 2801 West Charleston Boulevard (APN 162-05-510-006), Ward 1 (Tarkanian) [PRJ-63360]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

82. VAR-61046 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: KIM J LECLAIR - For possible action on a request for a Variance TO ALLOW AN EXISTING DETACHED ACCESSORY STRUCTURES (CLASS II) [HORSE CORRALS] TO BE LOCATED IN THE FRONT YARD WHERE SUCH IS NOT PERMITTED, TO ALLOW A ONE-FOOT DISTANCE SEPARATION FROM THE MAIN DWELLING FOR AN EXISTING DETACHED ACCESSORY STRUCTURES (CLASS II) [SHADE STRUCTURE] WHERE SIX FEET IS REQUIRED, TO ALLOW A ONE-FOOT SIDE YARD SETBACK FOR EXISTING ACCESSORY STRUCTURES (CLASS II) [A 192 SQUARE-FOOT HAY BARN AND A 48 SQUARE-FOOT WELL HOUSE] WHERE 10 FEET IS REQUIRED, TO ALLOW AN EIGHT-FOOT REAR YARD SETBACK FOR AN ACCESSORY STRUCTURE CLASS II [ANIMAL SHADE STRUCTURE] WHERE 10 FEET IS REQUIRED, AND TO ALLOW A 12-FOOT CORNER SIDE YARD SETBACK FOR ACCESSORY STRUCTURES [ANIMAL SHADE STRUCTURE AND TACK ROOM] WHERE 15 FEET IS REQUIRED on 1.29 acres at 5525 West Rome Boulevard (APN 125-24-403-001), R-E (Residence Estates) Zone, Ward 6 (Ross) [PRJ-59862]. Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL.

83. SUP-61047 - ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-61046 - PUBLIC HEARING - APPLICANT/OWNER: KIM J LECLAIR - For possible action on a request for a Special Use Permit FOR AN EXISTING ANIMAL KEEPING & HUSBANDRY USE TO ALLOW 22 HORSES, ONE ALPACA AND 10 GOATS WHERE A MAXIMUM OF SEVEN HORSES AND SEVEN GOATS ARE ALLOWED at 5525 West Rome Boulevard (APN 125-24-403-001), R-E (Residence Estates) Zone, Ward 6 (Ross) [PRJ-59862]. Staff recommends DENIAL. The Planning Commission (5-2-1 vote) recommends APPROVAL.

84. SUP-61183 - ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-61046 AND SUP-61047 - PUBLIC HEARING - APPLICANT/OWNER: KIM J LECLAIR - For possible action on a request for a Special Use Permit FOR A PROPOSED HORSE CORRAL OR STABLE (COMMERCIAL) USE TO PROVIDE INSTRUCTIONAL OR RECREATIONAL ACTIVITIES FOR OTHER THAN OCCUPANTS OF THE PREMISES at 5525 West Rome Boulevard (APN 125-24-403-001), R-E (Residence Estates) Zone, Ward 6 (Ross) [PRJ-59862]. Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL.

85. ZON-62349 - ABEYANCE ITEM - REZONING - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: GUANLAO CARLITO C AND D REVOCABLE LIVING TRUST - For possible action on a request for a Rezoning FROM: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN LAND USE DESIGNATION] TO R-1 (SINGLE FAMILY RESIDENTIAL) on 5.00 acres at the southeast corner of Deer Springs Way and Grand Canyon Drive (APN 125-19-701-001), Ward 6 (Ross) [PRJ-62258]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

86. WVR-62529 - ABEYANCE ITEM - WAIVER RELATED TO ZON-62349 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: GUANLAO CARLITO C AND D REVOCABLE LIVING TRUST - For possible action on a request for a Waiver TO ALLOW A 193-FOOT EXTERNAL INTERSECTION OFFSET WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED on 5.00 acres at the southeast corner of Deer Springs Way and Grand Canyon Drive (APN 125-19-701-001), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Land Use Designation] [PROPOSED: R-1 (Single Family Residential)], Ward 6 (Ross) [PRJ-62258]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

87. VAC-62354 - ABEYANCE ITEM - VACATION RELATED TO ZON-62349 AND WVR-62529 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: GUANLAO CARLITO C AND D REVOCABLE LIVING TRUST - For possible action on a request for a Petition to Vacate U.S. Government Patent Easements on the southeast corner of Deer Springs Way and Grand Canyon Drive, Ward 6 (Ross) [PRJ-62258]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

88. TMP-62355 - ABEYANCE ITEM - TENTATIVE MAP RELATED TO ZON-62349, WVR-62529 AND VAC-62354 - CONNOR HILLS 2 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: GUANLAO CARLITO C AND D REVOCABLE LIVING TRUST - For possible action on a request for a Tentative Map FOR A 18-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 5.00 acres at the southeast corner of Deer Springs Way and Grand Canyon Drive (APN 125-19-701-001), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Land Use Designation] [PROPOSED: R-1 (Single Family Residential)], Ward 6 (Ross) [PRJ-62258]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

89. DIR-64714 - NON-PUBLIC HEARING - APPLICANT: ACRES MEDICAL, LLC - OWNER: 2320 WESTERN, LLC - For possible action on an Appeal of Director's decision to not accept an Extension of Time application (EOT-64742) that was filed after the date of expiration for a Special Use Permit (SUP-55187) for a Medical Marijuana Dispensary at 2320 Western Avenue (APN 162-04-404-003), M (Industrial) Zone, Ward 3 (Coffin). Staff recommends DENIAL.

90. ZON-63987 - REZONING - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: REMARK REVOCABLE TRUST, ET AL - For possible action on a request for a Rezoning FROM: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED) on 2.94 acres at the southeast corner of Washburn Road and Maverick Street (APNs 125-35-701-001 through 003), Ward 4 (Anthony) [PRJ-63443]. The Planning Commission (3-0-1 vote) and Staff recommend APPROVAL.

91. ZON-63988 - REZONING - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: INVESTOR EQUITY HOMES, LLC, ET AL - For possible action on a request for a Rezoning FROM: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED) on 3.92 acres at the northeast corner of La Madre Way and Maverick Street (APN 125-35-701-010), Ward 4 (Anthony) [PRJ-63443]. The Planning Commission (3-0-1 vote) and Staff recommend APPROVAL.

92. TMP-63989 - TENTATIVE MAP RELATED TO ZON-63987 AND ZON-63988 - WASHBURN & MAVERICK - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: INVESTOR EQUITY HOMES, LLC, ET AL - For possible action on a request for a Tentative Map FOR A 55-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 15.47 acres at the northeast corner of La Madre Way and Maverick Street (APNs 125-35-701-001 through 003 and 005 through 010), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] and R-D (Single Family Residential-Restricted) Zone [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 4 (Anthony) [PRJ-63443]. The Planning Commission (3-0-1 vote) and Staff recommend APPROVAL.

93. VAR-61777 - VARIANCE - PUBLIC HEARING - APPLICANT: LV LAND COMPANY, LLC - OWNER: LV LAND COMPANY, LLC, ET AL - For possible action on a request for a Variance TO ALLOW AN ALLEY TO TERMINATE IN A DEAD END DESIGN WHERE A CUL-DE-SAC OR PERPETUAL VEHICULAR ACCESS THROUGH THE SITE IS REQUIRED on 0.88 acres on the south side of Clark Avenue, 140 feet west of Las Vegas Boulevard (APNs 139-34-303-002, 139-34-311-151 and 153), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-60669]. Staff recommends DENIAL. The Planning Commission (4-0 vote) recommends APPROVAL.

94. VAC-61552 - VACATION RELATED TO VAR-61777 - PUBLIC HEARING - APPLICANT: LV LAND COMPANY, LLC - OWNER: LV LAND COMPANY, LLC, ET AL - For possible action on a request for a Petition to Vacate a portion of a 20-foot wide public alley east of 4th Street, between Clark Avenue and Bonneville Avenue, Ward 3 (Coffin) [PRJ-60669]. Staff recommends DENIAL. The Planning Commission (4-0 vote) recommends APPROVAL.

95. VAR-63974 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: ANDREW FRANK, ET AL - For possible action on a request for a Variance TO ALLOW NO OFFSITE IMPROVEMENTS ALONG MELODY LANE on 0.72 acres at 3900 Melody Lane (APN 139-19-802-005), R-3 (Medium Density Residential) Zone, Ward 5 (Barlow) [PRJ-63952]. The Planning Commission (4-0 vote) and Staff recommend APPROVAL.

96. SDR-63975 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-63974 - PUBLIC HEARING - APPLICANT/OWNER: ANDREW FRANK, ET AL - For possible action on a request for a Site Development Plan Review FOR A PROPOSED NINE-UNIT ADDITION AND OTHER SITE IMPROVEMENTS TO AN EXISTING NINE-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT AND WAIVERS TO ALLOW A ZERO-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG A PORTION OF THE NORTH PROPERTY LINE WHERE SIX FEET IS REQUIRED AND ALONG THE WEST PROPERTY LINE WHERE 15 FEET IS REQUIRED on 0.72 acres at 3900 Melody Lane (APN 139-19-802-005), R-3 (Medium Density Residential) Zone, Ward 5 (Barlow) [PRJ-63952]. The Planning Commission (4-0 vote) and Staff recommend APPROVAL.

97. VAR-63984 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: SMITH PLASTIC SURGERY BUILDING, LLC - For possible action on a request for a Variance TO ALLOW 44 PARKING SPACES WHERE 104 PARKING SPACES ARE THE MINIMUM REQUIRED on 1.20 acres at 7650 West Sahara Avenue (APN 163-03-415-009), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-63926]. Staff recommends DENIAL. The Planning Commission (4-0 vote) recommends APPROVAL.

98. SDR-63985 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-63984 - PUBLIC HEARING - APPLICANT/OWNER: SMITH PLASTIC SURGERY BUILDING, LLC - For possible action on a request for a Major Amendment to a previously approved Plot Plan Review (Z-0102-96) FOR A PROPOSED 4,800 SQUARE-FOOT BUILDING ADDITION AND PARKING LOT RECONFIGURATION FOR A PROPOSED MEDICAL OFFICE AND CLINIC on 1.20 acres at 7650 West Sahara Avenue (APN 163-03-415-009), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-63926]. Staff recommends DENIAL. The Planning Commission (4-0 vote) recommends APPROVAL.

99. SUP-63982 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: JAMES MCCARTHY - For possible action on a request for a Special Use Permit FOR A PROPOSED ANIMAL KEEPING & HUSBANDRY USE TO ALLOW 20 DOMESTIC ANIMALS (HORSES) WHERE A MAXIMUM OF NINE DOMESTIC ANIMALS ARE ALLOWED on 1.58 acres at 5310 Grand Teton Drive (APN 125-12-801-012), R-E (Residence Estates) Zone, Ward 6 (Ross) [PRJ-63878]. Staff recommends DENIAL. The Planning Commission vote resulted in a tie which is TANTAMOUNT TO DENIAL.

100. VAR-63871 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: JUAN CORTEZ CARACOZA AND IRENE DOMINGUEZ CORTEZ CARACOZA - For possible action on a request for a Variance TO ALLOW AN EXISTING 625 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS II) [GAZEBO] IN FRONT OF THE PRIMARY STRUCTURE WHERE SUCH IS NOT ALLOWED, TO ALLOW AN EIGHT-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED, AND TO ALLOW AN EXISTING SIX-FOOT SOLID RETURN WALL WHERE TWO FEET IS ALLOWED WITHIN THE FRONT YARD on 0.34 acres at 1661 Leonard Lane (APN 138-24-814-017), R-D (Single Family Residential-Restricted) Zone, Ward 5 (Barlow) [PRJ-63763]. Staff recommends DENIAL. The Planning Commission (4-0 vote) recommends APPROVAL.

101. SUP-63746 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: AGELESS ASCENSION DAY SPA - OWNER: RUGGED OAKS INVESTMENTS, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 2,153 SQUARE-FOOT MASSAGE ESTABLISHMENT WITH A WAIVER TO ALLOW A DISTANCE SEPARATION OF ZERO FEET FROM A CHURCH/HOUSE OF WORSHIP FROM A RESIDENTIAL USE WHERE 400 FEET IS THE MINIMUM DISTANCE REQUIRED at 6006 Smoke Ranch Road (APN 138-13-401-003), C-1 (Limited Commercial) Zone, Ward 5 (Barlow) [PRJ-63615]. Staff recommends DENIAL. The Planning Commission (4-0 vote) recommends APPROVAL.

102. SDR-62361 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: PROVIEW SERIES 31, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED FIVE-STORY MIXED-USE DEVELOPMENT, INCLUDING 1,188 SQUARE FEET OF COMMERCIAL SPACE AND 48 MULTI-FAMILY RESIDENTIAL UNITS, WITH WAIVERS OF DOWNTOWN CENTENNIAL PLAN ARCHITECTURAL DESIGN AND SITE UTILITY STANDARDS on 0.25 acres on the east side of 4th Street, approximately 125 feet north of Garces Avenue (APN 139-34-311-137), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-61920]. The Planning Commission (4-0 vote) and Staff recommend DENIAL.

103. SDR-63197 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: OWENS STAR LLC - For possible action on a request for a Site Development Plan Review FOR A WAIVER TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER WHERE EIGHT FEET IS REQUIRED ALONG A PORTION OF THE SOUTHERN PROPERTY LINE at 3955 East Owens Avenue (APN 140-30-102-006), C-1 (Limited Commercial) Zone, Ward 5 (Barlow) [PRJ-62923]. The Planning Commission (4-0 vote) and Staff recommend DENIAL.

104. SDR-63591 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: LUCKY DRAGON, LP - For possible action on a request for a Major Amendment of an approved Site Development Plan Review (SDR-43890) FOR REVISED HOTEL BUILDING AND PARKING GARAGE ELEVATIONS AND A WAIVER OF DOWNTOWN CENTENNIAL PLAN PARKING STRUCTURE DESIGN STANDARDS IN CONJUNCTION WITH AN APPROVED 240,199 SQUARE-FOOT HOTEL/CASINO on 2.51 acres on the north side of Sahara Avenue, approximately 410 feet west of Fairfield Avenue (APN 162-04-816-001), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-63572]. Staff recommends DENIAL. The Planning Commission (4-0 vote) recommends APPROVAL.

105. SDR-63986 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: JARED BONNELL - OWNER: 1337 RE GROUP, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 7,030 SQUARE-FOOT COMMERCIAL BUILDING WITH WAIVERS OF THE DOWNTOWN CENTENNIAL PLAN PARKING LOT AND ARCHITECTURAL DESIGN REQUIREMENTS on 0.40 acres at 251 East Charleston Boulevard (APN 139-34-410-257), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-63949]. The Planning Commission (2-02 vote) and Staff recommend APPROVAL.

106. ROC-64546 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: VALUE, LLC - For possible action on a request for a Review of Condition of an approved Review of Condition (ROC-62550) TO AMEND CONDITION #1 WHICH STATES "THE SALE OF SINGLE BEER SHALL BE LIMITED TO CANS ONLY" at 1510 East Sahara Avenue (APN 162-02-411-019), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-64515]. Staff recommends DENIAL.

SET DATE

107. 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

108. 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

109. 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: JUNE 15, 2016

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

SUBJECT:
INVOCATION - CHAPLAIN SANFORD MARKS, INTERFAITH COUNCIL OF SOUTHERN NEVADA

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF CATHOLIC CHARITIES OF SOUTHERN NEVADA'S 75th ANNIVERSARY

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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

City of Las Vegas

Agenda Item No.: **9.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES

☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
BUSINESS ITEMS:

For possible action to approve the Final Minutes by reference of the May 18, 2016 Regular City Council Meeting

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
For possible action to approve the ratification of Zachary Bucher in a Council support position as a Special Assistant to the Mayor ($60,500 + Benefits - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $60,500 + Benefits
Funding Source: General Fund
Dept./Division: City Council-Mayor

PURPOSE/BACKGROUND:
Pursuant to Section 3.020 of the City Charter, all Council positions are subject to ratification by the City Council. Mayor Goodman has requested the appointment of Zachary Bucher to the position of Special Assistant to the Mayor.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:

For possible action to approve a grant award from the State of Nevada Division of Emergency Management for the receipt of funds re-obligated from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2014 Urban Area Security Initiative (UASI) in the amount of $87,450.48 for the Department of Fire and Rescue for the purchase of Hazardous Materials Response and Monitoring equipment through August 15, 2016 - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:

The subject grant award will provide the City of Las Vegas with funds in the amount of $87,450.48 for the Department of Fire and Rescue. Funding is for equipment to monitor hazardous materials.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Grant Financial and Program Assurances

Brian Sandoval
Governor

Nevada Department of Public Safety

James M. Wright
Director

Caleb S. Cage
Chief

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

May 19, 2016

Carolyn G. Goodman, Mayor
City of Las Vegas
495 S. Main Street
Las Vegas, NV 89101

Dear Mayor Goodman:

RE: Federal Fiscal Year 2014 Homeland Security Grant Award

The Department of Public Safety's Division of Emergency Management is pleased to enclose a Federal Fiscal Year 2014 Urban Area Security Initiative (UASI) grant award in the amount of $87,450.48.

The grant performance period is May 19, 2016 – August 15, 2016. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement. **May not expend funds until DHS/FEMA approves the project change. Must be approved by email.**

The grant award package includes the grant award, approved budget, investment justifications, federal and state assurances, reobligation guidelines, training guidelines and exercise guidelines. Please be aware that any modifications to the approved budget will require approval in advance, from this division through a "project change request" form. The federal and state assurances, along with the grant award documents, have been updated for the FFY 2014 grant cycle. Please review these documents carefully to ensure compliance.

Please sign the original award, confirmation copy, federal and state assurances, and return the original grant award and the signed federal and state assurances to the Nevada Division of Emergency Management, 2478 Fairview Drive, Carson City, Nevada, 89701. Please retain the confirmation copy, budget, and a copy of the assurances for your records.

If you have any questions, or if we can be of assistance with the administration of this grant, please contact the Homeland Security Grant Section, Nevada Division of Emergency Management, at (775) 687-0300.

Best regards,

Caleb S. Cage

CSC/sw/cm

Attachments: Grant Award
Budget
Assurances and Certifications
Reobligation Guidelines
Training Guidelines
Exercise Guidelines

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (NDPS)
DIVISION OF EMERGENCY MANAGEMENT (NDEM)

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

Grant Award			
SUBGRANTEE:	**City of Las Vegas**	**CFDA / PROJECT NO:**	97067U14
ADDRESS:	495 S. Main Street, Las Vegas, NV 89101	**NDEM DUNS:**	607025848
		SUB-GRANTEE DUNS:	030381610
PROJECT TITLE:	Department of Homeland Security (DHS) Grant FFY14 - Urban Area Security Initiative (UASI)	**FEDERAL GRANT FUNDS:**	$87,450.48
GRANT PERIOD:	**May 19, 2016 - August 15, 2016**	**MATCHING FUNDS:**	
Special Conditions:	**May not expend funds until DHS FEMA approves the project change. Must be approved by email.**	**TOTAL:**	$87,450.48

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Las Vegas HAZMAT		$87,450.48
FEDERAL GRANT TOTAL		**$87,450.48**
SUB-GRANTEE MATCH TOTAL		

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

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Caleb S. Cage, Chief	**Carolyn G. Goodman, Mayor**
Name and Title of Appointing Official	Name and Title of Appointing Official
X Caleb A. Cage 5/23/2016	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Internal NDEM Review

Chief

Designee

AS03 5-20-16

APPROVED AS TO FORM

J. Ponticello 5/31/16

Teresita L. Ponticello Date
Assistant City Attorney

ORIGINAL

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (NDPS)
DIVISION OF EMERGENCY MANAGEMENT (NDEM)

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

Grant Award			
SUBGRANTEE:	City of Las Vegas	CFDA / PROJECT NO:	97067U14
ADDRESS:	495 S. Main Street, Las Vegas, NV 89101	NDEM DUNS:	607025848
		SUB-GRANTEE DUNS:	030381610
PROJECT TITLE:	Department of Homeland Security (DHS) Grant FFY14 - Urban Area Security Initiative (UASI)	FEDERAL GRANT FUNDS:	$87,450.48
GRANT PERIOD:	May 19, 2016 - August 15, 2016	MATCHING FUNDS:	
Special Conditions:	May not expend funds until DHS FEMA approves the project change. Must be approved by email.	TOTAL:	$87,450.48

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Las Vegas HAZMAT		$87,450.48
FEDERAL GRANT TOTAL		$87,450.48
SUB-GRANTEE MATCH TOTAL		

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

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Caleb S. Cage, Chief	**Carolyn G. Goodman, Mayor**
Name and Title of Appointing Official	Name and Title of Appointing Official
X Caleb S. Cage 5/23/2016	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Internal NDEM Review

Chief

Designee

AS03 5-20-16

APPROVED AS TO FORM

Teresita L. Ponticello 5/31/16

Teresita L. Ponticello Date
Assistant City Attorney

CONFIRMATION COPY

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY 2014
LINE ITEM DETAIL BUDGET

Agency Name	City of Las Vegas - Las Vegas Fire & Rescue	Project Manager Name & Contact #	Will Grass (702) 630-7954	Grant Manager Name & Contact #	Will Grass (702) 630-7954

IJ TITLE: Project Name: Las Vegas HAZMAT

One Budget Per Funding Stream

Select Funding

Line #	CATEGORY	PERSONNEL DETAIL DESCRIPTION		Previous Funding Type	Salary or Hourly	% of Effort	Calculation (hours)	Personnel Cost Amount	AEL Ref #	Funding Source
1	Personnel	Positions Require: How Many, Type, Max Amount of Time 12 mo, New, Existing & Description of Position. All personnel must be put under this category, please note each line with planning, organization, training or exercise.	Select Type		0	0%	0	$ -		Add Funding Source
2			New	Local	0	0%	0	$ -		Add Funding Source
	Personnel Sub-Total							$ -		

PERSONNEL COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAINE IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST.

Narrative HERE

Line #	CATEGORY	FRINGE DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	Salary Hourly	% of Effort	Calculation	Personnel Cost Amount	AEL Ref #	Funding Source
	Fringe Benefits	Positions Require: Fringe to be separate from Personnel Costs above	Select Type		0	0%	-	$ -		Add Funding Source
6			Select Type		0	0%	-	$ -		Add Funding Source
	Fringe Sub-Total							$ -		

FRINGE COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAINE IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST.

Narrative HERE

Line #	CATEGORY	PURPOSE OF EACH TRAVEL, LOCATION, HOW MANY DAYS, PER DIEM BREAKDOWN	Purchase Type	Previous Funding Type	LOCATION OF TRAVEL	Category Planning Training Exercise Equipment Organization	COMPUTATION IN DAYS (PER DIEM)	CALCULATION IN DAYS	TRAVEL TOTAL COST	AEL Ref #	Funding Source
	Travel Planning Training Exercise Equipment Organization	THIS IS A NEW REQUIREMENT TO PROVIDE ALL INFORMATION ON TRAVEL, THIS CATEGORY IS FOR TRAVEL ONLY (INFORMATION NOT PROVIDED WILL NOT BE FUNDED BASED ON NON-COMPLIANCE)	Select Type				-	-	$ -		Add Funding Source
10			Select Type				-	-	$ -		Add Funding Source
	Travel Sub-Total								$ -		

TRAVEL COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAINE IN DETAIL EACH LINE ITEM AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST.

Narrative HERE

Line #	CATEGORY	PLANNING DETAIL DESCRIPTION	Purchase Type	Previous Funding Type		QUANTITY	UNIT COST	TOTAL	AEL Ref #	Funding Source
	Planning	DESCRIPTION OF PLANNING ACTIVITES MUST BE DETAILED OUT (GENERAL TERMS AND INFORMATION WILL NOT BE ACCEPTED BASED UPON NON-COMPLIANCE) NO TRAVEL IN THIS CATEGORY	Select Type							Add Funding Source
30			Select Type			-	-	$ -		Add Funding Source
31			Select Type					$ -		Add Funding Source
	Planning Sub-Total							$ -		

PLANNING COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAINE IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST.

Narrative HERE

Line #	CATEGORY	ORGANIZATION DETAIL DESCRIPTION	Purchase Type	Previous Funding Type		QUANTITY	UNIT COST	TOTAL	AEL Ref #	Funding Source
	Organization	BE DETAILED OUT (GENERAL TERMS AND INFORMATION WILL NOT BE ACCEPTED BASED UPON NON-COMPLIANCE) SEE YOUR GUIDANCE FOR DESCRIPTION OF ORGANIZATION - NO TRAVEL	Select Type							Add Funding Source
44			Select Type			-	-	$ -		Add Funding Source
	Organization Sub-Total							$ -		

ORGANIZATION COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAINE IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST.

Narrative HERE

Line #	CATEGORY	EQUIPMENT DETAIL DESCRIPTION	Purchase Type	Previous Funding Type		QUANTITY	UNIT COST	TOTAL	AEL Ref #	Funding Source
	Equipment	DESCRIPTION OF EQUIPMENT ACTIVITES MUST BE DETAILED OUT (GENERAL TERMS AND INFORMATION WILL NOT BE ACCEPTED BASED UPON NON-COMPLIANCE) SEE YOUR GUIDANCE FOR DESCRIPTION OF ORGANIZATION - NO TRAVEL	Select Type							UASI
54	Equipment	Rad Monitoring Equipment Meter, Survey, Handheld	New	Other		4	3,390.12	$ 13,560.48	07RD-01-HHSM	Add Funding Source
55	Equipment	Chemical remote air monitoring software	New	Other		49	495.00	$ 24,255.00	04SW-05-SCAD	Add Funding Source
56	Equipment	Surface Pro Tablet with Integrated HAZMAT Pluming Software	New	Other		17	2,925.00	$ 49,725.00	04HW-01-HHCD	Add Funding Source
57			Select Type					$ -		Add Funding Source
58			Select Type					$ -		Add Funding Source

	EQUIPMENT Sub-Total							$ 87,540.48		

EQUIPMENT COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAINE IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST.

Line #	CATEGORY	TRAINING DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	Coordinated with the State Training Officer?	Is This Request on the TEPW?	QUANTITY	UNIT COST	TOTAL	AEL Ref #	Funding Source
	Training	**All Training in this category must be coordinated with the State/UASI Training Officer, Training Must have a FEMA/DHS Course #. Must Support SPR, THIRA, Strategy (NO TRAVEL IN THIS CATEGORY) Add Course # in Description**	Select Type								Add Funding Source
64			Select Type				-	-	$ -		Add Funding Source
	Training Sub-Total								$ -		

TRAINING COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAINE IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST.

Narrative HERE

Line #	CATEGORY	EXERCISE DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	Coordinated with the State Exercise Officer?	Is This Request on the TEPW?	QUANTITY	UNIT COST	TOTAL	AEL Ref #	Funding Source
	Exercise	**All Exercises must be HSEEP compliant and coordinated with the State/UASI Exercise Officer, Must Support the SPR, THIRA, Strategy (NO TRAVEL IN THIS CATEGORY)**	Select Type						$ -		Add Funding Source
74			Select Type				-	-	$ -		Add Funding Source
	Exercise Sub-Total								$ -		

EXERCISE COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAINE IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST.

Narrative HERE

	Budget Total Request								**$ 87,450.48**		

All budgets require an email approval from the financial and/or grant manager

Nevada Department of Public Safety

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

Department of Homeland Security Grant Funds Application
(form modified for Department of Public Safety/DEM use)

Please provide the information requested below. This information will be used to issue the proposed grant awards.

Agency/Department Name:	City of Las Vegas – Las Vegas Fire & Rescue
Agency Grant Request Signature Authority Name:	William Grass
Physical Address, City, State, Zip	500 N. Casino Center Blvd. Las Vegas NV, 89101
Mailing Address:	500 N. Casino Center Blvd.
Mailing City, State, Zip Code:	Las Vegas NV, 89101
Telephone Number:	702-630-7954
FAX Number:	702-388-2504
***E-mail address:**	wgrass@lasvegasnevada.gov

Jurisdiction Name: City of Las Vegas – Las Vegas Fire & Rescue

Investment/Project Name: Hazmat Equipment

I. Baseline

I.A. Baseline – Previous HSGP Request Name and Funding

Investment Phase: (Place an "X" in the corresponding box)
If this is a new project, other data is not necessary

☐ New ☒ Ongoing

If the Investment is Ongoing, identify the corresponding FY 2009 – 20010 Investment Name(s) and Funding Amount(s) for each year, as applicable.

FY 2007 Investment Name: (100 characters max)

FY 2007 Funding Amount:

FY 2008 Investment Name: (100 characters max)

FY 2008 Funding Amount:

FY 2009 Investment Name: (100 characters max)

Advanced CBRNE

FY 2009 Funding Amount:

$91,982.93

FY 2010 Investment Name: (100 characters max)

LV Fire Rescue Project (CBRNE)

FY 2010 Funding Amount:

107,009.00

If this information is not applicable, please leave it blank

II.A. Investment Description

Provide a description of this Investment and identify all goals and objectives. Please include how you propose this project will enhance/leverage and improve the existing approved federal application. If you do not have a copy of the approved application please request a copy.

The goal of this project is to sustain the Las Vegas HAZMAT Team by supporting the National Priority of: "Strengthen Chemical, Biological, Radiological/Nuclear, and Explosive (CBRNE) Detection, Response, and Decontamination Capabilities" It focuses on the Core Capabilities of: Screening, Search and Detection and the target capabilities of CBRNE Detection and WMD and Hazardous Materials Response and Decontamination.

The Las Vegas HAZMAT Team is the only Type I HAZMAT team in Southern Nevada and supports the jurisdictions of, including but not limited to, the City of Las Vegas, City of North Las Vegas, Henderson, Clark County, and Boulder City.

The focus of this project is to decrease morbidity and mortality, and to increase survivability, during a HAZMAT incident

II.B. Strategy – National Priorities

Identify up to four National Priorities that are supported by this Investment. (Place an "X" in the corresponding boxes)

8 National Priorities (Add Additional Priorities if Necessary)	
	Expand Regional Collaboration
	Implement the National Incident Management System (NIMS) and National Response Plan (NRP)
	Implement the National Infrastructure Protection Plan (NIPP)
	Strengthen Information Sharing and Collaboration Capabilities
	Strengthen Interoperable and Operable Communications Capabilities
X	Strengthen Chemical, Biological, Radiological/Nuclear, and Explosive (CBRNE) Detection, Response, and Decontamination Capabilities
	Strengthen Medical Surge and Mass Prophylaxis Capabilities
	Strengthen Planning and Citizen Preparedness Capabilities

Please Note: Each funding year may have different requirements please see the DHS grant guidance for rules & regulations @ www.fema.com/grants

III. Funding and Target Capabilities

III.A. Funding Program and Proposed Funding

The FY XXX Funding Program and Proposed Funding amount identified for this Investment are as follows.

Proposed Funding $ ***(Select one funding source: SHSP, UASI, CCP, or MMRS)***	UASI $83,000

III.B. Target Capabilities

From the 37 Target Capabilities, select all Target Capabilities supported by this Investment. (Place an "X" in the corresponding boxes)

	Available Target Capabilities (Check all that apply)
	Planning
	Communications
	Community Preparedness and Participation
	Risk Management
	Intelligence and Information Sharing and Dissemination
	Information Gathering and Recognition of Indicators and Warnings
	Intelligence Analysis and Production
	Counter-Terror Investigation and Law Enforcement
X	CBRNE Detection
	Critical Infrastructure Protection
	Food and Agriculture Safety and Defense
	Epidemiological Surveillance and Investigation
	Laboratory Testing
	On-Site Incident Management
	Emergency Operations Center Management
	Critical Resource Logistics and Distribution
	Volunteer Management and Donations
	Responder Safety and Health
	Emergency Public Safety and Security
	Animal Disease Emergency Support
	Environmental Health
	Explosive Device Response Operations
	Fire Incident Response Support
X	WMD and Hazardous Materials Response and Decontamination
	Citizen Evacuation and Shelter-in-Place
	Isolation and Quarantine
	Search and Rescue (Land-Based)
	Emergency Public Information and Warning
	Emergency Triage and Pre-Hospital Treatment
	Medical Surge
	Medical Supplies Management and Distribution
	Mass Prophylaxis
	Mass Care (Sheltering, Feeding, and Related Services)
	Fatality Management
	Structural Damage Assessment
	Restoration of Lifelines
	Economic and Community Recovery

III.C. Proposed Funding by Target Capabilities

For each of the selected Target Capabilities in Question III.B., provide the Proposed Funding amount to be obligated from this Investment. (Add rows if needed)

Target Capabilities (Identified in Question III.B.)	**Amount of Proposed Funding ($)**	**Percent of Proposed Funding (%)**
CBRNE Detection	$ 41,500	
WMD and Hazardous Materials Response and Decontamination	$41,500	*Percent of Proposed Funding will be automatically calculated by the GRT as you enter the Amount of Proposed Funding across your assigned Target Capabilities*
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
Total Proposed Funding:	**$ 83,000**	**%100**

III.D. Proposed Funding by Solution Area

Provide the Proposed Funding amount to be obligated from this Investment towards Planning, Organization, Equipment, Training, and Exercises (POETE). (Please provide amounts for all that apply)

(Please note: The table below will not automatically calculate the Total Amount of Proposed Funding. The GRT will automatically calculate the total as you transfer your answers. The Total Amount of Proposed Funding should match the amount you entered in question III.A. above.)

Solution Area	Amount of Proposed Funding ($)	Percent of Proposed Funding (%)
Planning	$	*Percent of Proposed Funding will be automatically calculated by the GRT as you enter the Amount of Proposed Funding across the POETE categories*
Organization	$	
Equipment (**AEL Required**)	$ 83,000	
Training (**Approved Training Class Numbers Required**)	$	
Exercises	$	
Total Proposed Funding:	**$ 83,000**	**%100**

Approved equipment list numbers are required for your request to be considered please visit *www.rkb.us*

The AEL's are required to be listed on the detailed budget

III.E. Law Enforcement Terrorism Prevention Activities Funding (LETPA)

If applicable, provide the proposed funding amount that is expected to be obligated towards LETPA. **Law Enforcement agencies only.**

LETPA Funding Amount: $ 0

IV. Project Management

IV.A. Milestones

Identify up to ten milestones, with start and end dates, which will be achieved.

Milestone Number	Milestone Name	Start Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)
1	Receive Funding	3/1/2016	5/30/16

2	Order Equipment	3/1/2016	5/30/16
3	Receive Equipment	3/1/2016	5/30/16
4	Distribute Equipment	3/1/2016	5/30/16
5	Closeout Grant	3/1/2016	5/30/16
6			
7			
8			
9			
10			

Please ensure all area stated below have been fully explained or use this area to elaborate. Limit Information to one (1) word document page.

Application Review Process:

- Grant Project Requirements (stated above)
- Project Eligibility (FFY08 SHSP application)
- Project necessity
- Project sustainability
- State-wide approach
- Soundness of approach
- Probability of achieving results
- Financial management capacity (accounting, timekeeping, and funds management),
- Ability to meet the grant performance period

Applicants Reference Material

Department of Homeland Security Grant Guidance
www.fema.gov/grants

Responder Base Knowledge to review Approved Equipment Numbers (AEL)
www.rkb.us

Office Management Budget Circulars links
http://www.whitehouse.gov/omb/circulars/

Information Bulletins Link
http://www.fema.gov/government/grant/bulletins/index.shtm

Approved FEMA/DHS Training Number

Please request the following by email @ DHSgrants@dps.state.nv.us

Please request these documents as needed through DHSgrants@dps.state.nv.us

State of Nevada DPS/DEM approved Application
Nevada State Strategy
Nevada Priorities
Application Technical Assistance

FEDERAL ASSURANCES

The applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars, 2 CFR PART 220, 2 CFR PART 215, 2 CFR PART 230, A-128, A-133, 2 CFR PART 225; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR PART 66, Common rule, that govern the application, acceptance and use of Federal funds for this Federally-assisted project. Administrative Requirements 2 CFR PART 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR PART 215, Institutions of Higher Education, Hospital and other Non-Profit Organizations. Cost Principles, 2 CFR PART 225, State and Local Governments, 2 CFR PART 220, Educational Institutions, 2 CFR PART 230 Non-Profit Organizations and Federal Acquisitions Regulations Sub-Part 31.2, Contracts with Commercial Organizations. In addition, the applicant assures and certifies that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VICTIMS PROTECTION ACT OF 2000

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

CLASSIFIED NATIONAL SECURITY INFORMATION

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

TRANSPARENCY ACT

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

As the duly authorized representative of the applicant for Place Jurisdiction name here, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

APPROVED AS TO FORM

T. Ponticello 5/31/14

Teresita L. Ponticello Date

Assistant City Attorney

FEDERAL CERTIFICATIONS

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

I. LOBBYING

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

II. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

IV. NON-SUPPLANTING CERTIFICATION

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

V. VICTIMS PROTECTION ACT OF 2000

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

VI. CLASSIFIED NATIONAL SECURITY INFORMATION

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

VII. TRANSPARENCY ACT

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

As the duly authorized representative of the applicant for Place Jurisdiction name here, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

APPROVED AS TO FORM

T. Ponticello 5/31/16

Teresita L. Ponticello Date

Assistant City Attorney

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

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

I. FEDERAL SINGLE AUDIT

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

II. FISCAL RESPONSIBILITY

1. Financial management must comply with the requirements of OMB Circular A-102 or 2 CFR PART 215, whichever is applicable to sub-grantees organization, and which are incorporated into these assurances by reference.
2. All grant expenditures are to be reasonable and allowable in accordance with 2 CFR, PART 220, 2 CFR PART 225, 2 CFR PART 230, whichever is applicable to your organization, and which are incorporated into these assurances by reference.
3. **Sub-Grantees are required to adhere to the Department of Public Safety, Division of Emergency Management, and Office of Homeland Grant Management Guide.**
4. Payment made by the NDEM to the sub-grantee shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement and match supporting documentation to be submitted by the sub-grantee. All payments will be contingent upon receipt of all fiscal and programmatic reports required of the sub-grantee under these assurances.
   a. Supporting documentation shall include, but is not limited to, invoices, documented program/project deliverables, travel claims, payment vouchers, proof of payment (clearing documents), payroll reports, staffing/volunteer timesheets, contracts, bid/procurement process documentation, lease agreements,

agendas, meeting attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (*AEL*) (if applicable), Central Contractor Registry (CCR), Excluded Parties Listing (*EPLS*) and must be cross-referenced to approved budgets.

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

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

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

1. The costs must be allowable under the grant program.
2. The costs must be in compliance with all Federal requirements and regulations (*i.e., 2 CFR PART 200 and 2 CFR PART 215, PART 225, PART 230 and OMB Circular A-102 as applicable to your organization*).
3. The costs must be reasonable, allowable, allocable, and necessary.
4. The following documentation is required for third-party cash and in-kind contributions, but is not limited to: Record of donor; Dates of donation; Rates for staffing, equipment or usage, supplies, etc.; Amounts of donation; and Deposit slips for cash contributions. According to 2 CFR PART 200, this documentation is to be held at the applicant and sub-applicant level.
5. Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant or Federal funding.
6. The source of the match funds must be identified in the grant application.
7. Every item must be verifiable, i.e., tracked and documented.
8. Any claimed cost share expense can only be counted once.

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

7. All IDC rates for sub-grantee applications and change requests for grant Federal fiscal year 2014, 2015 and 2016 will be subject to the specific grant program language. No project change requests will be approved to change an indirect cost rate.

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

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

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

1. The equipment was purchased with FEMA preparedness grant funding. (if applicable)
2. The sustainment costs fall within the performance period of the grant that was used to purchase the equipment.

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

c.

III. FISCAL REPORTING RESPONSIBILITY

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

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

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

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

   a. Travel claim signed by the traveler with all receipts such as, hotel, parking, shuttle, taxi, rental car to include additional fuel cost, conference fee invoice, flight invoice, internet search map for mileage reimbursement, formal or informal agenda from the inviting agency.
   b. Travel will not be reimbursed if the request exceeds the GSA rate found on www.gsa.gov NDEM will reimburse the maximum lodging rates with a receipt and the prorated taxes on that amount only.
   c. Rental cars will only be considered if necessary with documented justification. For example the venue is located offsite and it would cost more for taxi, shuttle etc., a rental car is allowable. Rental cars are to be used solely for business travel. Mileage on rental cars will be reviewed.
   d. Travel must be accomplished by the least expensive mode practicable; NDEM may request additional information if not provided at the time of submission for reimbursement.
   e. Meals provide by conference fees or other means such as invitational travel must deduct meals provided from the per diem rate. This includes Emergency Management Institute (EMI), NDEM will only reimburse for the Meal Ticket cost and travel days to and from EMI.
   f. Traveler will only be allowed 75% of the per diem for the first and last day of travel unless the sub grantee submits a more practical and approved process.
   g. Travelers must travel at a minimum of a 50 mile radius outside of their duty station or their home/departure whichever is closer to their destination to be reimbursed for per diem and lodging.

Travelers may request mileage and parking if they are within the 50 mile radius of their duty station.

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

i. Travel as well as all grant expenditures must adhere to the following:
Reasonable - A prudent person would have purchased this item and paid this price. A cost may be considered reasonable if the nature of the goods or services, and the price paid for the goods or services, reflects the action that a prudent person would have taken given the prevailing circumstances at the time the decision to incur the cost was made.
Allocable - Expenses can be allocated to the federal grant or contract activity based on benefit derived, cause and effect, or other equitable relationship.
Consistently Treated - Like expenses must be treated the same in like circumstances.
Allowable - Permitted as a direct cost under the terms of a specific grant or contract.

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

IV. FUNDS MANAGEMENT

1. The sub-grantee must maintain funds received under these assurances in separate ledger accounts and cannot mix these funds with other sources. The sub-grantee must manage funds according to applicable Federal regulations for administrative requirements, costs principles and audits.
2. The sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained include, but are not limited to: Financial Management, Procurement, Personnel, Equipment, Property and Travel.
3. A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.
4. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow 2 CFR PART 200, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the SAA and FEMA/DHS.
5. Compliance with HSGP Reobligation Guidelines (effective August 18, 2011). Please see attached for the complete copy of the Guidelines
6. **Sub-Grantees are required to adhere to the Department of Public Safety, Division of Emergency Management, and Office of Homeland Grant Management Guide.**
7. NDEM reserves the right to deny any reimbursement as we are the fiduciary agency responsible for the management and administration of the federal grant funds.

V. PROGRAM RESPONSIBILITY

1. Quarterly program reports with supporting documentation shall be submitted to the NDEM within 30 days following the close of each quarter of the grant performance period. The final Program Report must be submitted to the NDEM no later than 30 days following the end of the grant period. Late reports, unless approved by the NDEM, could delay reimbursement. Late reports, unless approved by the NDEM, could result in non-payment of the claim. All forms used for reporting are provided by the NDEM. The submission of inaccurate or incomplete information and unapproved documentation will result in the rejection of the Quarterly final report.
   As applicable for grant programs, reports consist of, but are not limited to:
   a. Division of Emergency Management Quarterly Financial Report (all grants)
   b. Quarterly Progress Summary (all grants)
   c. Program Narrative
   d. Approved Detailed Budget
   e. Quarterly Project Plan
2. A completed Project Plan form shall be submitted to NDEM prior to issuance of any sub-grant.
   a. The project plan must clearly document all individual projects, milestones, tasks, deliverables and timelines and must support and be traceable to the approved Budget Detail Matrix and the federally approved Investment Justification.
   b. Late submission could result in delay of reimbursement, and failure to comply could result in non-

payment of reimbursement claims.

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

VI. EQUIPMENT MANAGEMENT

Effective control and accountability must be maintained for all equipment acquired with Federal funds. The sub-grantee must adequately safeguard all such equipment and must assure that it is used solely for authorized purposes as described in the guidance. The sub-grantee will use, manage, and dispose of such property in accordance with 2 CFR PART 200

1. As required by 2 CFR PART 200 equipment, the NDEM, for compliance monitoring purposes as policy for all state agency sub-grantees equipment/asset management internal controls/policies and procedures will follow the regulatory compliance of the Nevada State Administrative Manual 1544.0, NRS 354.625 and NRS 333.220, which applies a state mandated $5,000.00 per unit threshold.
2. **It is important to safe guard all equipment, therefore this is a new requirement starting in Federal Fiscal Year 2014 that all sub-grantees have a policy to safeguard items that cost below $5,000 which would be considered "high risk" for personnel use or theft. These items may include computer equipment, cell phones, iPad or items that may be assigned to an employee.**
3. As required by 2 CFR PART 200, equipment, all other Local, Indian Tribal Governments, higher education, hospitals, and other non-profit sub-grantees for compliance monitoring purposes as policy will follow the regulatory compliance of 2 CFR PART 200, which applies a federally mandated $5,000.00 per unit threshold.
4. Accurate records maintained on all acquisitions and dispositions of property acquired with Federal awards.
5. Federally funded equipment records must contain description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and disposition data.
6. Property tags are placed on equipment.
7. At a minimum, a physical inventory of the federally funded property must be taken and reconciled with the property records at least once every two years in accordance with 2 CFR PART 200 or by jurisdictional regulation or guidance. The certified inventory is required to be sent to NDEM electronically for review. NDEM may desk audit the inventory or may elect to complete a site visit.
8. Procedures established to ensure that the Federal awarding agency is appropriately reimbursed for dispositions of property acquired with Federal awards.

a. When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal agency through the SAA
b. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency, however whenever possible the equipment should be retained and used or transferred to be used within the same general scope of work which it was originally paid under.
c. Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the Federal awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's share (*the Federal percentage of participation*) of the equipment.

9. Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.

VII. SUB-GRANTEE MONITORING

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

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

VIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

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

IX. INDEMNIFICATION

X. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, if applicable, sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all liability, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts *or* omissions of this agreement by sub-grantee, its agents or employees.

XI. CONFIDENTIALITY OF RECORDS

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

XII. ASSIGNMENT AND DELEGATION

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

XIII. DEBARMENT CERTIFICATION

1. The sub-grantee agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions". Proof of debarment search must be provided to NDEM for our records.

XIV. CONTRACTORS

1. The sub-grantee may enter into a written contract(s) for products and/or services pertaining to its functions under the grant award in accordance with terms established in the State of Nevada procurement policy, OMB Circulars, the DHS Financial Management Guide, and the DHS Program Guides or specific DHS, FEMA, DOE federal grant guidance. All contract scope of work must be reviewed and approved by NDEM. All contracts must be submitted for the grant file and debarment searches must be provided in hard copy for NDEM records.

2. The sub-grantee agrees and understands that no contract or agreement that the sub-grantee enters into with respect to performance under the grant award shall in any way relieve the sub-grantee of any responsibilities for performance if its duties.
3. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow the 2 CFR PART 200, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the SAA and FEMA/DHS.
4. All contracts and or procurement will follow the open and free competitive bid process.

XV. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

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

XVI. APPLICABLE FEDERAL REGULATIONS

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

1. Grant Program Guidance issued by the U.S. Department of Homeland Security, at http://www.fema.gov/government/grant/index.shtm
2. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars_a133/
3. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, at http://www.whitehouse.gov/omb/circulars_a102/
4. 2 CFR PART 215, Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations (*OMB A–110*), at http://www.whitehouse.gov/omb/assets/omb/circulars/a110/2cfr215-0.pdf
5. 2 CFR PART 220, Cost Principles for Educational Institutions (*OMB 2 CFR, PART 220*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a21.pdf
6. 2 CFR PART 225, Cost Principles for State, Local, and Indian Tribal Governments (*OMB A–87*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a87.pdf
7. 2 CFR PART 230, Cost Principles for Non-Profit Organizations (*OMB A–122*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a122.pdf
8. 2 CFR PART 200, Emergency Management and Assistance, at http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfr13_08.html
9. U.S. Department of Homeland Security Authorized Equipment List (AEL) available at https://www.rkb.us/mel.cfm?subtypeid=549

XVII. Environmental Historical Preservation (EHP)

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

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

Construction includes the following and requires EHP approval:

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

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

XVIII. TERMINATION

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

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

As the duly authorized representative of the applicant for Place Jurisdiction name here, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

APPROVED AS TO FORM
T. Ponticello 5/31/16
Teresita L. Ponticello Date
Assistant City Attorney

Brian Sandoval
Governor

Nevada Department of Public Safety

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

January 17, 2011

Dear Emergency Managers/Training Coordinators;

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

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

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

REQUEST PROCESS/JURISDICTION OR AGENCY/INDIVIDUAL

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

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

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

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

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

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

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

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

FEMA (DHS) Training and Exercise Catalog (TEI)

- TEI/TO
- Federal Catalog
- State Catalog

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

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

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

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

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

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

Brian Sandoval
Governor

Nevada Department of Public Safety

James M. Wright
Director

Caleb S. Cage
Chief

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

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

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

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

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

NEP COMPONENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
For possible action to approve a business impact statement regarding a proposed ordinance to create business license regulations for pedicabs and pedalbuses and to amend and clarify rules regarding operational areas for horse-drawn carriages, pedicabs and pedalbuses. (This item is related to Bill No. 2016-50, which is located later on this agenda under New Bills)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This item is for Council approval of a business impact statement regarding a proposed ordinance to create business license regulations for pedicabs and pedalbuses and to amend and clarify rules regarding operational areas for horse-drawn carriages, pedicabs and pedalbuses.

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

BACKUP DOCUMENTATION:
Business Impact Statement

BUSINESS IMPACT STATEMENT
BILL NO. 2016-50

[An Ordinance to Amend LVMC Title Six and Title 11 adding a Section to Provide for Business Licensing Regulations for the use of Pedicabs and Pedalbuses, Amending and Clarifying Rules for Horse-Drawn Carriages, Pedicabs and Pedalbuses regarding Operational Areas.]

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2016-50, that creates business license regulations for pedicabs and pedalbuses and amends and clarifies rules regarding operational areas for Horse-Drawn Carriages, Pedicabs and Pedalbuses.

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

Notice regarding the proposed ordinance was sent to three affected pedicab and pedalbus businesses and six local chambers of commerce. One e-mail response from a current operator and two survey responses (one of which was the same as the e-mail response) were received during the solicitation period. No responses by U.S. Mail nor phone calls were received regarding the proposed amendments. Copies of such responses are attached hereto at Exhibit "1." No comments were received on the City of Las Vegas website.

The comments received by the City are summarized as follows:

1) One commentor indicated that he thought that the addition of pedicabs would be a great addition to downtown Las Vegas, and he thought such addition would bring more people downtown; and

2) One commentor proposed the following changes to the proposed ordinance:

a) addition of language to expand the requirement that riders must be in seats to also include "secured areas;"

b) addition of language to add loading zones to the areas where pedalbuses are permitted to stop along public rights-of-way;

c) a need to address supplemental power at 11.39.020;

d) reduction of a time prohibition on operation of pedicabs and pedalbuses along certain public rights-of-way from three hours (three pm to six pm) to two hours (four pm to six pm); and

(e) a request to meet with staff prior to placing the proposed ordinance onto a Council agenda.

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

Those businesses required to obtain the new license will pay a licensing fee based on the number of pedicabs or pedalbuses operated as a part of their business. The new ordinance will not have a financial impact on the one pedalbus company currently licensed by the City.

Adverse effects:

Business required to obtain the new license will pay a licensing fee. Because the City has only identified three potential businesses affected by the new ordinance, increased revenue to the City is estimated to be minimal.

Beneficial effects:

The new ordinance will allow pedicabs and pedalbuses to operate lawfully in the downtown area with proper public safety regulations in place. The new ordinance also clarifies licensing rules and approved routes for existing licensees.

Direct effects:

The new ordinance clearly defines allowable geographical routes, and allows the existing pedalbus licensee to expand into new areas not previously allowed.

Indirect effects:

The new ordinance creates a new license category so that pedicab and pedalbus businesses can be licensed according to the actual service they provide to the public.

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

In order to reduce the impact of the proposed rule on businesses, the City sent notice of the proposed ordinance and provided business with the ability to comment on the new ordinance. The City considered the comments and balanced these with the need to regulate traffic flow and ensure public safety in deciding to proceed with the current bill.

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

The City believes that the cost of enforcing the proposed ordinance will be negligible.

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

The City believes that the total annual amount expected to be collected is less than $1,000.

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

Any revenue from new fee categories will be used to offset enforcement costs and to raise revenue.

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

Not applicable.

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

As there were only positive comments, a minor number of proposed amendments, and no opposition to the proposed rules received by the City pursuant to the business impact solicitation process, the City does not believe these proposals provide a significant impact upon business. The City did make a change to the proposed ordinance based upon a comment from the existing pedalcab company.

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

Date: May 17, 2016

Elizabeth A Fretwell

By: City Manager

Exhibit 1

- Russell Davis <russell@vegaspubcrawler.com>;

  To whom it may concern,

  Thank you for bringing up the proposed amendments to Title 6.

  I request the following be considered.

  6.63.080 - add language passengers only allowed to ride in seats or secured area.

  11.39.60 - C - would like to add loading zones

  11.39.020 - B - need to address supplemental power

  11.39.050 - change hours to 4pm - 6pm

  Thank you and please let me know if there will be a meeting on the proposed changes with staff prior to the Council meeting.

  Russell Davis
  CEO
  Vegas Pub Crawler
  702-706-5084 - office
  702-449-4203 - cell
  russell@vegaspubcrawler.com
  www.vegaspubcrawler.com

- Survey Response ID: R_dmandeWfm95SFud (Bumblebeepedicab)

  Would like to thank you for considering pedicab bikes, it would be a great atmosphere for the city of Las Vegas. something new for the tour,.that would really enjoy getting around to casinos and hotels.It would bring more people to the city of Las Vegas downtown.

- Survey Response ID: R_cAoZpLVjx5f8dmt (Bicycle Pubb LLC)

  To whom it may concern, / / / Thank you for bringing up the proposed amendments to Title 6. / / / I request the following be considered. / / / 6.63.080 - add language passengers only allowed to ride in seats or secured area. / / 11.39.60 - C - would like to add loading zones / / 11.39.020 - B - need to address supplemental power / / 11.39.050 - change hours to 4pm - 6pm / / / Thank you and please let me know if there will be a meeting on the proposed changes with staff prior to the Council meeting. / / / / Russell Davis / / CEO / / Vegas Pub Crawler / / 702-706-5084 - office / / 702-449-4203 - cell / / russell@vegaspubcrawler.com / / www.vegaspubcrawler.com /

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
For possible action to approve the transfer of Fiscal Year 2016 Budget Appropriations to adjust for expenditures and adjustments between functions within various funds totaling $8,480,000

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $8,480,000
Funding Source: Various Funds
Dept./Division: Finance

PURPOSE/BACKGROUND:
Transfer of Appropriations is necessary to give the legal authorization for expenses in excess of the original budget appropriations by function. The augmentation procedure as prescribed by NRS 354.598005, provides that appropriations may be transferred between functions if such a transfer does not increase the total appropriation for any fiscal year and is not in conflict with other statutory provisions. To complete the augmentation procedure, the governing body must be advised of the action.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Exhibit A - Transfer of Appropriations

CITY OF LAS VEGAS
FISCAL YEAR 2016
TRANSFER OF APPROPRIATIONS
VARIOUS FUNDS

Exhibit A

	Current Budget	Adjustment	Augmented Budget
STREET MAINTENANCE SPECIAL REVENUE FUND			
Expenditures			
Public Works	$ 15,000,000	$ (100,000)	$ 14,900,000
Operating Transfers Out	-	100,000	100,000
TOTAL	$ 15,000,000	$ -	$ 15,000,000
DEBT SERVICE FUND (OPERATING)			
Expenditures			
Principal	$ 32,674,225	$ (1,800,000)	$ 30,874,225
Interest	25,848,804	800,000	26,648,804
Fiscal Charges	500,000	1,000,000	1,500,000
TOTAL	$ 59,023,029	$ -	$ 59,023,029
GENERAL CAPITAL PROJECTS FUND			
Expenditures			
Economic Development & Assistance	$ 9,636,136	$ (1,800,000)	$ 7,836,136
Operating Transfers Out	-	1,800,000	1,800,000
TOTAL	$ 9,636,136	$ -	$ 9,636,136
CITY FACILITIES CAPITAL PROJECTS FUND			
Expenditures			
General Government	$ 19,052,209	$ (500,000)	$ 18,552,209
Operating Transfers Out	455,325	500,000	955,325
TOTAL	$ 19,507,534	$ -	$ 19,507,534
PUBLIC WORKS CAPITAL PROJECTS FUND			
Expenditures			
Public Works	$ 6,386,378	$ (800,000)	$ 5,586,378
Operating Transfers Out	3,639,348	800,000	4,439,348
TOTAL	$ 10,025,726	$ -	$ 10,025,726
TRAFFIC IMPROVEMENTS CAPITAL PROJECTS FUND			
Expenditures			
Public Safety	$ 24,683,178	$ (400,000)	$ 24,283,178
Operating Transfers Out	709,789	400,000	1,109,789
TOTAL	$ 25,392,967	$ -	$ 25,392,967
PARKS & LEISURE ACTIVITIES CAPITAL PROJECTS FUND			
Expenditures			
Culture and Recreation	$ 51,714,348	$ (900,000)	$ 50,814,348
Operating Transfers Out	118,272	900,000	1,018,272
TOTAL	$ 51,832,620	$ -	$ 51,832,620

CITY OF LAS VEGAS
FISCAL YEAR 2016
TRANSFER OF APPROPRIATIONS
VARIOUS FUNDS

Exhibit A

	Current Budget	Adjustment	Augmented Budget
ROAD & FLOOD CAPITAL PROJECTS FUND			
Expenditures			
Public Works	$ 178,485,784	$ (900,000)	$ 177,585,784
Operating Transfers Out	1,637,702	900,000	2,537,702
TOTAL	$ 180,123,486	$ -	$ 180,123,486
SPECIAL ASSESSMENTS CAPITAL PROJECTS FUND			
Expenditures			
Public Safety	$ 250,100	$ (900,000)	$ (649,900)
Public Works	12,017,198	900,000	12,917,198
TOTAL	$ 12,267,298	$ -	$ 12,267,298
SANITATION ENTERPRISE FUND			
Expenditures			
Operating Expenditures:			
Public Works	$ 9,632,499	$ -	$ 9,632,499
Sanitation	79,901,777	(380,000)	79,521,777
Street Cleaning	5,880,693	-	5,880,693
Non-Operating Expenditures:			-
Interest Expense	4,048,705	350,000	4,398,705
Contributions to Other Governments	70,000	30,000	100,000
TOTAL	$ 99,533,674	$ -	$ 99,533,674

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
For possible action to approve revision to Purchase Order No. 324735, Contract No. 090091-PL, Multi-Functional Device Rental Services - Department of Information Technologies - Award recommended to: ELAN MARKETING, INC. (Not-to-Exceed $300,000 - Print Media Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $300,000
Funding Source: Print Media ISF
Dept./Division: Information Technologies

PURPOSE/BACKGROUND:
On July 15, 2009 City Council approved the subject contract to provide for 48 months of multi-functional device rental services. On November 6, 2013 City Council approved Modification No. 1 to provide for additional Multi-Functional device desktop models to be included in the rental program and to extend the contract. On February 25, 2016 the Purchasing Manager approved Modification No. 2 to extend the contract on a month-to-month basis until a new contract for Multi-Functional devices is awarded by the City of Las Vegas or until June 30, 2017, whichever comes first. This revision to the Purchase Order will provide a continuation of rental services on a monthly basis for a total not-to-exceed amount of $300,000. Elan Marketing, Inc. is located in Las Vegas, Nevada.

PCC: J. Hill POC: Peter Cherubino - (702) 515-0300

RECOMMENDATION:
That City Council approve revision to Purchase Order No. 324735, Contract No. 090091-PL, Multi-Functional Device Rental Services to Elan Marketing, Inc. in the not-to-exceed amount of $300,000, bringing the total Contract amount to $2,109,491.52.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
For possible action to approve award of Contract No. 160223-TF, Prime Design Services Contract for Sidewalk Infill Area 2C Maryland Bruce bounded by Maryland Parkway on the west, Bonanza Road on the north, Bruce Street on the east and Interstate 515 on the south - Department of Public Works - Award recommended to: PARSONS BRINCKERHOFF, INC. ($450,000 - Road and Flood Capital Projects Fund) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $450,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract provides for the design and preparation of contract drawings and special provisions for the design of sidewalk improvements on Maryland Parkway and Bonanza Road. Work includes construction of sidewalk where it is missing, construction or reconstruction of ADA ramps, reconstruction of driveways, alleys, curb and gutter and adjustments to utilities. Award of this contract is recommended by the City of Las Vegas consultant selection committee based upon the 2014 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Parsons Brinckerhoff, Inc. is located in Las Vegas, Nevada.

PCC: T, Fernandez POC: James Marrs - (702) 697-8100

RECOMMENDATION:
That City Council approve award of Contract No. 160223-TF, Prime Design Services Contract for Sidewalk Infill Area 2C Maryland Bruce to Parsons Brinckerhoff, Inc. in the amount of $450,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 160223-TF
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES CONTRACT
FOR
SIDEWALK INFILL AREA 2C (MARYLAND BRUCE)

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **333 North Rancho Drive, Las Vegas, Nevada 89106**, and **PARSONS BRINCKERHOFF INC.** , (the "Consultant"), a **Corporation organized and existing under the laws of the State of Nevada**, whose address is **3753 Howard Hughes Parkway, Suite 135, Las Vegas, NV, 89169**.

W I T N E S S E T H:

WHEREAS, the City intends to construct the **SIDEWALK INFILL AREA 2C (MARYLAND BRUCE)** (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

City.

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT CONTRACT

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

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

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

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

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

SECTION SIX
TERM OF CONTRACT

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

6.02 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Contract or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Contract or in connection with the subject matter hereof, would otherwise accrue under the statutes

of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Contract. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Contract in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized

representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.06 ***Indemnity.***

A. ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.
As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

B. ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

If the Consultant Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the Consultant to the Owner, as reimbursement for the attorney's fees and costs incurred by the Owner in defending the Professional Liability Claims, in an amount proportionate to the liability of the Consultant.

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

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all

covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.25 ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of June 17, 2015.

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

CITY OF LAS VEGAS

By_____
Yolanda Jones, Manager, Purchasing & Contracts

ATTEST

_____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 5/24/16
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
Samuel W. Tso, Parsons Brinckerhoff Inc.

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT " H " CDBG FEDERAL FUNDING REQUIREMENTS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

The Scope of Services to be provided under the terms of this Agreement addresses the design and preparation of contract drawings, special provisions and cost opinions for the design of sidewalk improvements in the residential neighborhood bounded by Maryland Parkway on the west, Bonanza Road on the north, Bruce Street on the east and Interstate 515 on the south. Improvements may include:

- constructing sidewalk in areas where the sidewalk is missing
- construction or reconstruction of ADA ramps
- reconstruction of driveways, alleys, curb and gutter, and valley gutters
- adjustments to utilities including valves and boxes, lighting, fire hydrants and sewer manholes
- improvements may also include restoration or modification of existing private property improvements to accommodate the proposed sidewalk improvements

The design services will include topographic surveying, project inventory and scoping, preliminary and final design, property owner coordination, utility coordination, and assistance with right of way and easement acquisition.

100.2 Construction Cost Budget

100.2.1 "Construction Cost Budget" as used herein means the monetary limit established by the City for construction of the Project which limit includes the cost of the Contractor's labor, materials, equipment, expenses, overhead and profit, but excludes the Project's soft costs, cost of change orders and other cost impacts encountered after award of the construction contract.

100.2.2 Construction Cost Budget: To Be Determined

100.3 Project Contact Information

100.3.1 The City Engineer or their authorized representative is hereby designated as the City's Representative with respect to this Contract. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. All inquiries concerning the project should be directed to the City Engineer or his authorized representative and the Consultant should not contact internal units of the City unless directed to do so. This policy is effective throughout the life of the project.

100.3.2 The Consultant's Representative is hereby designated as the Consultant's Project Manager listed in Exhibit "F", who shall be responsible for the services required under this Contract. All of the services specified by this Contract shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Contract for default.

100.4 Plan Control and Standards

100.4.1 All plans, designs, specifications and estimates shall conform to the City standard practices, which are based on the latest edition of the following documents:

100.4.1.1 Policy on Geometric Design of Highways and Streets (AASHTO)
100.4.1.2 Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
100.4.1.3 Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
100.4.1.4 Regional Transportation Commission of Southern Nevada Policies and Procedures
100.4.1.5 Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for

Road and Bridge Construction

100.4.1.6 Manual on Uniform Traffic Control Devices

100.4.1.7 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual

100.4.1.8 Las Vegas Valley Flood Control Master Plan Update (MPU), current edition

100.4.1.9 Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005

100.4.1.10 Las Vegas Valley Water District (LVVWD) Rules and Regulations

100.4.1.11 Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada

100.4.1.12 Design and Construction Standards for Wastewater Collection Systems, Southern Nevada

100.4.1.13 Freeway and Arterial System of Transportation (FAST) standards

100.4.1.14 National Association of City Transportation Officials – Urban Bikeway Design Guide & Urban Street Design Guide

100.4.2 The design criteria for the following agencies will also be adhered to: City of Las Vegas Sanitary Sewer Planning, Traffic Engineering, and Flood Control; Clark County Regional Flood Control District ("CCRFCD"); Regional Transportation Commission of Southern Nevada ("RTC"), Nevada Department of Transportation ("NDOT"); Las Vegas Valley Water District ("LVVWD"); and local utility providers.

100.5 **Changes to Scope of Services**

100.5.1 If increased scope or workload is encountered, the Consultant is to notify the City in writing and receive written confirmation to proceed prior to the performance of any work related to the increased scope or workload.

100.5.2 The City Engineer or their authorized representative may at any time, only by written order, make changes which may result in an increase or decrease in the services to be performed by the Consultant. If the changes requested by the City cause an increase or decrease in the cost or time required to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the time of performance under Section Eight, or both, and this Contract shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. Failure to assert such claim within the time limit provided herein shall constitute a waiver of any right to seek any equitable adjustment in compensation with respect to that change.

100.6 **Responsibilities of the Consultant**

100.6.1 The Consultant shall provide a set of Plans and Special Provisions, for the project described in Section 100.1.1, that are whole and complete, technically accurate, biddable and constructible, meeting the City's reasonable needs and expectations. All design, re-design, coordination, permitting, quality control review, meeting attendance, bid phase assistance, travel, reproduction, computer use or similar items that could reasonably be anticipated which are not limited or excluded elsewhere in this contract or listed specially in additional services, shall be provided by the Consultant for the basic services fee agreed to herein whether they are specifically listed in this scope of services or not.

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

100.6.3 The Consultant and his sub-consultants at all tiers agree to maintain copies of the latest version of each drawing, specification section, calculation, map, survey, report, and other project document prepared under this Agreement, in a secure off-site location and to restore these documents upon need and to provide them to the City upon request. This backup obligation shall begin upon notice to proceed and extend continuously until one year after final payment of this Agreement has been made.

100.6.4 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than two suitable brand names/model numbers are commercially available state "or approved equal" and provide required documentation per NRS requirements to support single source selection.

100.6.5 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all design review comments, and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

100.6.6 The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant.

100.6.7 The Consultant shall ensure that the new design work contains no asbestos containing building materials of any kind without approval of the Engineer.

100.6.8 The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to the City shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between Consultant and subconsultant documents. Vague references to project requirements on other discipline's plans shall not be permitted. Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number or specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

100.6.9 The professional services to be rendered by the Consultant under this Contract shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances, and any other applicable Federal, state and local acts, rules, laws or regulations. Additionally, projects shall be in conformance with the "Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way", available at http://www.access-board.gov. In the event the consultant is not able to comply with these standards a "PROWAG design exception memorandum shall be prepared as required in the project submittals.

100.6.10 All work, including but not limited to drawings, specifications, and calculations, shall be provided by the Consultant for each and every part of the Project. When complying with NRS 338.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with the City and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid documents. Should the contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's effect on the documents and the construction shall be borne by the contractor, except that the Consultant shall have the duty to cooperate with the contractor in reviewing the proposal for design compliance (including the contractor provided structural calculations) and providing revisions to the Consultant's documents as required to accommodate the proposed change. Such revisions to the Consultant's documents may be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the contractor by change order.

100.6.11 The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Special Provisions", incorporated herein by reference, into the Contract Documents prepared for bidding for the Project covered by this Contract. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant acknowledges familiarity with the City's standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Contract.

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

100.6.13 CMAR Coordination. If the Project utilizes the Construction Manager at Risk (CMAR) delivery method, the Consultant shall coordinate and cooperate as necessary for the CMAR to provide their scope of preconstruction services for the Project.

100.6.14 Photos. The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of this Contract. Photographs of the Project taken by the Consultant after final Consultant payment will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

100.6.15 Plan and Special Provision Production and Submission

100.6.15.1 All Drawings shall be prepared using Autodesk's AutoCAD Civil 3D version 2013 or newer in accordance with current city of Las Vegas CAD standards.

The design process used to generate the construction documents for the system will be three dimensional, which means that all finite elements will have an x, y, and z coordinate. The improvement plans for the project will be produced using AutoCAD Civil 3D objects:

100.6.15.1.1 The aerial topography will be converted to a three-dimensional surface of the existing topography

100.6.15.1.2 The system, including sewer, storm drain laterals, will be designed using Pipe Networks resulting in a fully three-dimensional (3-D)

model of the proposed system

100.6.15.1.3 Crossings of the sewer and storm drain system by existing utilities will be included in the 3-D model and based on pothole data

100.6.15.1.4 Proposed relocations of water and sewer will be designed three-dimensionally using Pipe Networks

100.6.15.1.5 Grading of any channel or roadway-type structures will be performed using Corridors to produce a 3-D model

100.6.15.1.6 Three-dimensional grading where more site specific information is required will be accomplished using Feature Lines

100.6.15.1.7 Surface elements of the design will be designed three-dimensionally

100.6.15.1.8 Field survey of the existing utilities, structures, field shots, and supplemental survey (locations and elevations) will be incorporated into the 3-D surface of the existing topography

Specifications shall be prepared in City standard format using the software program Microsoft Word 2007 or newer release. The use of any other software for plan or specifications production requires prior written approval from the City's Representative.

100.6.15.2 All drawing submittals, except the final submittal, submitted by the Consultant will be printed on white bond paper. The final construction drawings will be printed on 4 mil, double matte mylar. All full size reproducible copies will be on 24" x 36" sheets and all half size reproducible copies shall be on 11"x17" sheets (representing true half size of the full size plans). Consideration shall be given to legibility of hatching and shading for reproduction of all sizes of plans. **Plans that do not meet these requirements will not be accepted. Submittals shall be accompanied by all associated electronic files.**

100.6.15.3 Special Provision format will follow the City standard provided to the Consultant. Special Provisions shall be stamped and signed by the appropriate design professional. Special Provisions that do not meet these requirements will not be accepted.

100.6.15.4 For each design submittal, the Consultant will submit electronic files of the AutoCAD files, including drawings and data files, and an Adobe Portable Document Format (PDF) file, 11"x17" print size, for each plan sheet submitted. For the 50% Submittal, Adobe PDF files will only be required for the Design Report and will not be required for the roll plot submittal. In addition, the Consultant will submit electronic files of the Special Provisions in Microsoft Word format and one comprehensive Adobe PDF file, with appropriate formatting, of the entire set of Special Provisions. All electronic files shall be submitted on either a CD-ROM, DVD disk, or other electronic media that can be read by any industry standard hardware. **If electronic files are not submitted with the hard copy design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected, all costs for the resubmittal shall be borne by the Consultant.**

100.6.15.5 Prior to any electronic submittal, the Consultant shall, using commercially available software with current virus definitions, certify that electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and re-submittal and shall not be released from submittal requirements.

100.6.16 Cost Estimates

100.6.16.1 The Consultant shall prepare and provide a detailed Construction Cost Estimate with each submittal. The cost estimate shall be prepared in CSI UniFormat II style or as otherwise directed by the City using the software program Microsoft Excel 2000 or newer release. The Consultant will provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. The Consultant will reconcile each successive estimate to the one provided at the preceding submittal. The Consultant shall incorporate appropriate contingencies based on the completed level of design. **If the cost estimate is not included in the design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.**

100.6.17 Construction Change Orders

The City has a formal construction contract change order approval process. Proposed construction change orders are negotiated and reviewed by City Engineering and Construction Management staff (and the construction management consultant when one has been retained). Construction change orders are then reviewed for approval by the City Change Order Committee. Part of that approval process will be checking a box on the Change Order Tracking Form indicating the reason for the construction change order based on information available to the committee at that time. If the construction change order appears to relate to a consultant design deficiency then either the Reason Code box "E&O Value" or "E&O No Value" will be checked. "E&O" value will be checked if it appears the apparent design deficiency results in added cost to the project but all, or a substantial part, of that cost would have been incurred in the original bid if the deficiency did not exist. "E&O No Value" will be checked if it appears that little or no cost to the project would have occurred if the

deficiency did not exist. The City may use this data, as well as any other relevant data, in exercising its rights under this Contract to seek compensation for Consultant errors and omissions.

The City will make reasonable efforts to copy all approved construction change orders (with the tracking form included) and construction change directives to the consultant In order to provide the consultant an opportunity to prevent similar instances from occurring on future projects, to allow the consultant to review the potential for similar instances to occur during the progress of this project (and to work with City and Contractor to minimize the potential for future financial impacts when possible regardless of the reason code box checked) and to give advance notice to Consultant to prepare for potential financial impacts to the Consultant and/or for the Consultant to provide documentation to the City as whether the appropriate reason code box has been checked.

There may, at times, be a benefit for the consultant to review construction change orders or construction change directives prior to final negotiation and approval. This could provide the consultant with an opportunity, prior to finalization, to determine that a proposed construction change order or construction change directive may be excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of codes, laws and regulations. Therefore the City will make reasonable efforts to notify the consultant of possible construction change orders or construction change directives prior to final negotiation and approval. And to, when appropriate, request the consultant to sign acknowledgement and concurrence on the final construction change order or construction change directive or to make formal revisions to the plans and/or specifications. However, given time constraints and the need to limit Contractor delay claims (that can often quickly exceed the cost of the construction change order), advance notice to the consultant is not always possible or practical. And, in fact, potential construction change order work, including force account work, is sometimes allowed to proceed prior to any construction change order being drafted or reason code applied by City.

100.6.18 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described in the following sections:

Upon written agreement with both parties an intermediate design submittal may be changed in definition of percentage complete without change to the basic service fee amounts (for example changing the 70% submittal to a 50% submittal). The written agreement would detail any resulting change in billing schedule. Should an additional submittal be requested by the City (for example adding a 50% submittal in addition to a 50% and a 90% submittal) this work would be paid for in accordance with Section 3.01, 3.02 and 7.02 of this Contract.

100.6.18.1 Article 101 – Preliminary and General Items
100.6.18.2 Article 102 – 50% Design Phase
100.6.18.3 Article 104 – 90% Design Phase
100.6.18.4 Article 105 – 100% Design Phase
100.6.18.5 Article 106 – Bid Phase
100.6.18.6 Article 107 – Construction Phase
100.6.18.7 Article 108 – Post Construction Phase

100.7 Responsibilities of the City

100.7.1 The City shall be responsible for the following:

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

100.7.1.2 Access arrangements for the Consultant to enter upon City owned property as required to perform their services.

100.7.1.3 Acquire any property, authorizations to enter property, easements, or other project rights required to construct the Project

100.7.1.4 Provide and conduct bidding activities, including printing and distribution of bid and construction documents, except as specifically required to be provided by the Consultant in this Scope of Work

100.7.2 The City's Review Process

100.7.2.1 Upon receipt of any documents or electronic files furnished by the Consultant, the City Representative shall conduct a preliminary review

of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate for each service phase submitted. The decision by the City Representative in this matter shall be final.

100.7.2.2 If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents or files remain insufficient, inadequate, or incomplete, the City may: (i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents that are sufficient, adequate and complete in the discretion of the City Representative for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

100.7.2.3 The City's review period in the Project Schedule shall not begin until the City Representative determines that the documents or files presented by Consultant fully comply with the requirements. After the City Representative determines that the documents or files comply with such requirements, the City shall begin a review of the documents.

100.7.2.4 After the City reviews the documents, one or several set(s) of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set(s) with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

101.1.1 Project management will include work necessary for communication and completion of the project tasks on time and within budget. The Consultant's Project Manager or their primary duties will not be reassigned without the written consent of the City's Project Manager. The Consultant's staff will have the training and expertise necessary for the work tasks to which they are assigned.

101.1.2 The Consultant will provide invoices in the standard format provided by the City's Representative. Invoices will be accompanied by a cover letter explaining the general status of the project, including at a minimum the work completed to date, the anticipated remaining efforts and required schedule changes; progress report form; supporting data for direct expenses (when specified expenses are allowed per Exhibit D, herein); and an updated project status report reflecting Scope of Work activities identified by the City Representative.

101.1.3 On a weekly basis, or a time frame approved by the City's Representative, the Consultant's Project Manager will update the City Representative with regards to the status of the project schedule, budget and general status/progress. This task is in addition to Design Progress Meetings and may be performed in a phone, email or mailed correspondence as approved by the City Representative.

101.2 Kick-Off Meeting and Design Progress Meetings

101.2.1 Consultant shall prepare an agenda and schedule and attend a kick-off meeting with the City and other agencies as required within ten calendar days of the issuance of the Notice to Proceed. This meeting will be held to review the scope of work, discuss data and information provided by the City, review the project schedule (prepared by the Consultant using Microsoft Project or software approved by the City's Representative), introduce key personnel, establish lines of communications and clarify the City's and other government agency requirements for the Project, and identify any missing data and information necessary to proceed with the Project. Within five business days following the kick-off meeting, the Consultant will prepare and distribute draft meeting minutes to the City's Project Manager and meeting attendees (an e-mail to the City's Representative of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative.

101.2.2 Deliverables: Project Kick-Off Meeting Agenda and copies for distribution at Kick-Off Meeting; Project Kick-Off Meeting Minutes.

101.2.3 Consultant shall attend approximately eleven (11) progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following

the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

101.2.4 Deliverables: Design Progress Meeting Agenda and copies for distribution at Design Progress Meetings; Design Progress Meeting Minutes.

101.3 Utility and Agency Coordination

101.3.1 Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project throughout the duration of the project, this includes attendance to all related meetings. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. The Consultant shall perform Subsurface Utility Engineering (SUE) as identified herein, identify potential utility conflicts and meet with the affected utilities to ensure timely resolutions for the utilities conflicts. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

101.3.1.1 Clark County Regional Flood Control District ("CCRFCD")
101.3.1.2 Clark County Department of Public Works
101.3.1.3 City of Las Vegas work groups, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Operations and Maintenance, and Land Development
101.3.1.4 Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")
101.3.1.5 Freeway and Arterial System of Transportation ("FAST")
101.3.1.6 Utility providers, including but not limited to, NV Energy Transmission and Distribution, Century Link, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable, other fiber optic and communication carriers
101.3.1.7 Nevada Department of Transportation ("NDOT") and
101.3.1.8 Other local and state agencies as required.

101.3.2 The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.

101.3.2.1 Preparation of minor utility relocation plans, by the Consultant and coordination for incorporation of those prepared by the Utility Companies themselves, that were anticipated by the Consultant, or reasonably should have been, at the time of this Contract shall be considered incidental to this task and no other applicable design tasks.

101.3.2.2 Coordination with utilities, incorporation of utility plans, and preparation of designs by the Consultant in relation to new services, connections for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines) that were anticipated by the Consultant, or reasonably should have been, at the time of this Contract shall be considered incidental to this task and no other applicable design tasks.

101.3.2.3 Nothing in this section shall be construed as preventing this Exhibit "A" from specifically detailing the Consultant's scope for anticipated minor utility relocations and/or new service connections with individual tasks identified and associated man hours and costs shown in Exhibit "D" when warranted.

101.3.3 The Consultant shall coordinate with the City of Las Vegas' Land Development Services Section for current projects, encroachment agreements, covenants running with the land and any other mapping that may have an impact on the project.

101.3.4 The Consultant shall submit design plans for review from the various utility companies for the 50%, 90% and Pre-Final submittals.

101.3.5 The Consultant shall submit design plans for review and obtain approval signatures from the various utility companies on final mylar prints prior to submitting to the City of Las Vegas.

101.3.6 Consultant shall notify the City of any required utility, application, permit and review fees, which will be paid for by the City.

101.3.7 The City's Representative shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

101.3.8 City Engineer's Office is NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the City Engineer's Office, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Department of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer's Office does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer's Office. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

101.3.9 Deliverables: Project Plans to be sent to the Utility Companies at each design level (50%, 90% and 100%); and final mylar's with impacted utilities approval signatures.

101.4 Project Permits

101.4.1 Consultant shall identify all permits needed for the Project. Consultant shall prepare all correspondences and permit applications for the regulating agencies and assist the City in obtaining required permits.

101.4.2 The following permits are anticipated for this project :

101.4.2.1 NDOT Encroachment Permit

101.4.3 During the design process, the Consultant shall provide a permit matrix which will determine the permits needed for the Project. A summary matrix of required permits shall be prepared by the Consultant and included in the Design Report. Any required permits not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

101.4.4 Deliverables: Matrix of required permits; correspondence; preparation of permit applications.

101.5 Community Notification and Engagement

101.5.1 Consultant shall follow the Level 4 notification process. A Level 4 is defined as projects that have a significant impact on the use by the surrounding community. Examples of projects like this may be new parks or community centers, renovations to parks or community centers, walkable community projects or complete street conversions. The Consultant shall perform or assist in the performance of the tasks listed in 101.5.2.1, .2, ,3, and .4 as applicable.

101.5.2 Notification process levels. Each level includes all items in the previous level.

101.5.2.1 Level 1

101.5.2.1.1 Complete Engagement Plan Checklist

101.5.2.1.2 Notification of corresponding elected officials at 50% design and at construction contract award – consultant to prepare exhibits, schedules, etc.

101.5.2.1.3 News Release 1 week prior to construction-consultant to prepare any necessary exhibits

101.5.2.1.4 Fact Sheet and database of stakeholders (minimum to include adjacent property owners and tenants)

101.5.2.1.5 Letter, notice, or flyer mailed or delivered in person to property owners that are immediately adjacent to the project 3 weeks prior to construction-consultant to work with contractor in preparing exhibits, etc.

101.5.2.1.6 Signs/traffic barricades with project info including name/number of contact person

101.5.2.2 Level 2

101.5.2.2.1 Development of Community Notifications Plan-consultant to work with city staff to prepared exhibits, schedules, displays, etc.

101.5.2.2.2 News release 1 week prior to any significant changes in traffic control

101.5.2.2.3 Letter, notice, or flyer mailed or delivered in person to adjacent property owners and tenants and those within 1000' of the project limits 3 weeks prior to construction-consultant to work with contractor in preparing exhibits, etc.

101.5.2.2.4 Specialty signage tailored to specific businesses – eg 'Open for Business', entrance locations, alternate parking locations. Consultant to prepared exhibits during the development of the design as needs are identified

101.5.2.2.5 Public information meeting at 70% design-consultant shall prepares exhibits and attend 1 meeting

101.5.2.3 Level 3

101.5.2.3.1 Notification of corresponding elected officials at 70% design- consultant to prepare exhibits, and schedules.

101.5.2.3.2 Letter, notice, or flyer mailed or delivered in person to adjacent property owners and tenants and those within 1500' of the project limits 3 weeks prior to construction – Consider addition of impacted schools and properties of note as needed-consultant to work with contractor in preparing exhibits.

101.5.2.3.3 Public feedback meeting at 50%-consultant shall prepares exhibits and attend meeting

101.5.2.3.4 Individual property/business owner meetings-consultant shall prepares exhibits and attend five (5) meetings

101.5.2.3.5 City may provide a public outreach communications facilitator. This decision to be made by City Engineer or above and will be based on project scope and stakeholders. Consultant will work with facilitator in the preparation of exhibits, schedules, and attend meetings.

101.5.2.4 Level 4

101.5.2.4.1 CIP project selection process to include all stakeholder input prior to project scoping. Potential invitees include O&M, Parks and Recreation and the Council Office representing the Ward in which the project is located-consultant shall prepares exhibits and attend meeting

101.5.2.4.2 Public scoping meeting at or before 15% design to gather input on proposed project scope and community desired outcomes scoping meeting at or before 15% design to gather input on proposed project scope and community desired outcomes

101.5.3 Public Meeting prior to start of construction: If the last public meeting was >18 months prior to construction, consider holding another prior to finalizing plans/bidding to inform neighbors of pending construction

101.6 Project Evaluation, Inventory and 15% Plans

101.6.1 Consultant shall perform a field review for the purpose of evaluating and inventorying the existing conditions within the project limits. The consultant shall develop a logistics plan for reviewing and documenting the project sites. The field review will be documented with written comments, sketches, video, and photos existing conditions including: areas of missing or broken sidewalk, curb ramps, ADA compliance issues, curb and gutter condition, utility conflicts, adjacent private property improvements and encroachments, driveway reconstruction requirements, signs, lighting, topographic survey requirements, and other physical elements that may affect the construction of the proposed sidewalk.

101.6.2 The Consultant will prepare a summary of the project data presented in a matrix format and a CD with a video and photo log of the existing conditions.

101.6.3 The Consultant will develop 15% schematic level plans for the project area.

101.6.4 Deliverables:

101.6.4.1.1 Plans: Submit one (1) full size set (24" X 36") and eleven (11) half size sets and all associated electronic files of the 15% schematic level plans to the City. Submit 15% schematic level plans to the Utilities for review.

101.6.4.1.2 Reconnaissance Survey Report - We will prepare reconnaissance survey report for this project. This report will include inventories of deficiencies outlined above for each street within the project area. It will also provide photographs which will identify deficiencies within the project limits. Prepare a matrices/table showing all inventories of deficiencies.

101.7 Overall Project Scope, Schedule and Budget Review

101.7.1 After City review of the 15% Design Phase Submittal, the City shall schedule a meeting with the Consultant and other stakeholders, as determined by the City. The purpose of the meeting shall be to review the conclusions of the 15% Design Phase Submittal and any other new scope, schedule and budget information available to the City in comparison to the basic assumptions of the Consultant and the City at the time this Professional Services Contract was executed.

The construction cost estimate will be reviewed along with estimated engineering costs, construction management costs, right-of-way costs and other soft and hard costs available to the City to determine a total project costs estimate. Total Project Costs will be compared to total funding available known to the City. The Consultant will assist the City in determining if specific design and/or construction items should be considered for elimination or reduction to meet available funding.

The Consultant's scope herein will be reviewed in relation to any items proposed by the City, the Consultant or other stakeholders to be added, reduced, eliminated, clarified or refined during the 15% design effort or as a result of the total project cost versus total available funds exercise detailed above.

Based upon the above and progress to date, the Consultant shall provide an updated schedule for design, bidding and construction to the City for review.

The Consultant's remaining scope, budget and schedule will be reviewed in detail based on the above. If warranted, reasonable and mutually agreeable, negotiations regarding a possible contract amendment to add or deduct specific scope, schedule and budget items may be considered at this time. If said negotiations are entered into the design may be formally put on hold through written direction by the City until said negotiation in concluded.

In no case will a contract amendment increasing compensation to the Consultant be considered for the Consultant's additional work resulting from errors or omissions, failure to adequately perform any tasks written in this Contract or any work that the Consultant assumed or should have assumed to be required to perform any tasks in this Contract. Nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as overriding any other section of this contract regarding the Consultant's responsibilities to perform within the agreed upon fees and schedule. Likewise, nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as limiting the Consultant's rights to request additional compensation for additional work at other times or milestones during the term of this Contract as specifically allowed in other sections of this Contract.

101.7.1.1 Deliverables: Detailed Project Scope; Detailed Cost Estimate for total project costs; Detailed Project Schedule for design, bidding and construction.

101.7.1.2 Consultant is hereby informed of the purpose of the deliverables in **101.7.1.1** – the Consultant by submitting these items is agreeing that for all items within the Consultant's control, the project scope will be fully carried out, that the Cost Estimate for total project costs is reasonably accurate and that the Project Schedule will be met without exception.

ARTICLE 102: 50% DESIGN PHASE

102.1 Survey

102.1.1 Horizontal Control. The official horizontal coordinate system of the City of Las Vegas is the Nevada Coordinate Reference System (NCRS). The appropriate NCRS zone is dependent on the geographic location of the project and should be determined prior to any surveying activities. The official geodetic datum and current reference frame of the City of Las Vegas is NAD 83 (2011) epoch 2010.0. The use of any other reference frame will require approval of the City Surveyor. For detailed information on the NCRS contact the City of Las Vegas' Survey Section.

102.1.2 Vertical Control. All vertical control is to be established using benchmarks included in the City of Las Vegas Vertical Control Network. The official datum of the City of Las Vegas is NAVD 88. Only elevation values currently published as the "City of Las Vegas 2008 Adjustment" are to be used. The use of a prior Vertical Control Network adjustment will require approval of the City Surveyor.

102.1.3 Control Survey. Perform control survey to establish adequate control for all boundary location and topographic mapping necessary for the limits and purpose of the project. Existing monuments within the project limits and control panels set for the purpose of aerial mapping will be incorporated into the control survey.

102.1.4 Boundary Survey. Boundary surveys are to be performed to adequately establish roadway alignments, right-of-way lines, property lines and easement lines necessary for the limits and purpose of the project. Complete research of existing recorded maps, surveys, land records, and other pertinent records shall be performed.

102.1.5 Record of Survey. The Consultant shall provide a Record of Survey to be reviewed by the City of Las Vegas' City Surveyor. The Record of Survey will show all pertinent information from the control and boundary surveys so as to show the project's location relative to existing roadway alignments, right-of-way lines and found survey monuments. The City Surveyor must approve the Record of Survey prior to recordation with the Clark County Recorder. **The City will not accept the 50% design submittal unless the Record of Survey is formally submitted and approved in writing by the City Surveyor.**

102.1.5.1 Deliverables. The Consultant shall submit three (3) copies of the Record of Survey to the City. Consultant shall record the "approved" Record of Survey with the Clark County Recorder.

102.1.6 Survey Control Plan. A Survey Control Plan shall be included in the plan set to show all elements included in the Record of Survey. An "embedded" Record of Survey is acceptable. All Survey Control Plans must be stamped by a Nevada licensed Professional Land Surveyor (PLS) per NAC 625. A separate Horizontal Control Plan showing proposed project geometry may be utilized in the plan set stamped by a Nevada licensed Professional Engineer (PE) per NAC 625.

102.1.7 Survey Monument Inventory. All survey monuments within or adjacent to the limits of proposed construction activities shall be clearly

identified on the plan and profile sheets (or demolition/removal sheets when applicable), to aid in the preservation and replacement of survey monuments during construction.

102.1.8 Design Topographic Survey. Aerial surveys and conventional field surveys of all surface features within the project limits will be used to develop engineering base drawings and digital terrain models (DTM). Survey limits shall extend a minimum of 150 feet in each direction past the curb returns at all major cross streets, 100 feet at minor cross streets. Aerial mapping specifications are to include a minimum mapping scale of one inch equals forty feet and a minimum contour interval of one foot. Consultant shall perform adequate conventional field surveying to verify aerial survey accuracy. Consultant shall compile 2D planimetrics of all topographic features within project limits utilizing all applicable aerial and conventional field survey data within project limits. Consultant shall produce an existing ground DTM (in a Civil 3D Surface format) utilizing all applicable aerial and conventional field survey data within project limits. Consultant shall perform field inspection of aerial survey data to ensure inclusion and proper identification of surface features, as well as confirming data reflects current conditions. In the event that aerial survey data is insufficient in particular areas to complete design topographic survey tasks as listed above, the consultant shall conduct supplemental conventional field survey and update the surface where necessary.

102.1.8.1 Topographic Features. The following surface features within the project limits are to be included (but not limited to): curb, gutter, sidewalk, edge of pavement, driveways, handicap ramps, parking, walls, fences, buildings, vegetation, signs, traffic markings, manholes, vaults, pullboxes, pedestals, utility poles, overhead lines, catch basins and other surface indications of subsurface utilities. Sewer manholes, storm drain manholes, catch basins and water valves are to be measured at and below the surface. Appropriate survey methods are to be used to obtain elevations of sewer and drainage improvements.

102.1.8.2 The Consultant will coordinate any required private property access with the City's Representative.

102.2 Right-of-Way

102.2.1 Consultant will use the City's Right-of-Way Plats, Title Reports that the City has on file, Parcel Maps, Records of Survey, plats and any other documentation necessary to identify and establish the right-of-way limits. Consultant will establish existing property lines and label all lots with the current owners name and APN and encumbrances in areas where right-of-way is to be acquired. Consultant will identify any additional right-of-way to be acquired. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements. For all right-of-way which must be acquired, Consultant shall prepare deeds and legal descriptions with property maps showing topographic areas, easements and vesting. Consultant shall coordinate with the City's Right-of-Way Section in the preparation of a right-of-way property schedule (all rights to be obtained or vacated, easements, rights of entry, construction easements as well as current status of the City's acquisitions) and regularly review and redline this schedule as to current status in coordination with the City's Right-of-Way Section. Where existing property is to be disturbed by construction, Consultant shall prepare 8 ½" X 11" exhibits to be sent to affected property owners showing the location of Authorization to Enter Property (AEP) and the nature of the construction.

102.2.2 Based on the 50% design, the Consultant will identify any additional right-of-way, including permanent right of way and easements and authorizations to enter property ("AEP") to be acquired. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2000 format in the format provided by the City Representative. During the 50% design review, the City will work with the Consultant to finalize project right-of-way requirements.

102.2.3 50% Submittal. Consultant shall prepare exhibits with an appropriate scale that shall show all needed right-of-way, easements, AEP's, etc. at the 50% design level. The Consultant shall provide legal descriptions as needed for all right-of-way easements, etc. that are required. The Consultant shall update the right-of-way property schedule, outlined in 102.2.1, to create an acquisition status table showing parcel numbers, acquisition type, acquisition status, property owner and contact information.

102.2.4 90% Submittal. Consultant shall update the exhibits showing the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review.

102.2.5 100% Submittal. Consultant shall update the exhibits to show the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review. Consultant shall clearly identify, in the acquisition table, any right-of-way, easements or AEP's that have not been acquired and an explanation for not having acquired the right-of-way, easement or AEP.

102.2.6 Prior to Bid. Prior to bid the Consultant shall cross check the right-of-way map verses the acquisition table, verify existing property owner information and provide a letter summarizing the result of the check and identifying any right-of-way, easements or AEP's not yet acquired.

102.2.7 Deliverables: Exhibits at the 50%, 90% and 100% submittals as outlined in 102.2.3 through 102.2.6; Letter summarizing Right-of-Way, Easements and AEP status as outlined in 102.2.7.

102.3 Records Review, Information Research and Analysis of Data

102.3.1 Consultant shall review data and information from the City including assessor's maps, parcel maps, improvement plans, drainage studies, utility plans, geotechnical studies, aerial topographic mapping and land development mapping currently being processed by the City which will likely affect the Project. Consultant shall provide ongoing supplemental research of public records during Project development.

102.3.2 The Consultant will review all data collected to determine impact/significance with regard to the Project and incorporate useful information into the Project documents. The Consultant will also identify deficiencies in the data collected and make recommendations for additional information needed for the successful completion of the project.

102.3.3 The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in the development of the Project design. The Consultant will take pictures during the field investigation to document field conditions throughout the Project.

102.3.4 The Consultant will locate and map existing traffic signal equipment including traffic signal controller, service pedestal, poles, pull boxes, conduit, conductors, and detector loops. Prepare traffic signal plan for each intersection showing existing traffic signal equipment and showing replacement loop detectors if disturbed. Coordination with city Las Vegas TEFO is required for this task.

102.4 Subsurface Utility Engineering (SUE) Services

102.4.1 SUE Definitions

102.4.1.1 Subsurface Utility Engineering, or SUE: A branch of engineering practice that involves managing certain risks associated with utility mapping at appropriate quality levels, utility coordination, utility relocation design and coordination, utility condition assessment, communication of utility data to concerned parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design.

102.4.1.2 Utility Quality Level: A professional opinion of the quality and reliability of utility information. Such reliability is determined by the means and methods of the professional.

102.4.1.3 CI/ASCE 38-02: "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," American Society of Civil Engineers, 2003.

102.4.1.4 QL-D: Quality Level D as further described herein. QL-D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall "feel" for the congestion of utilities, but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities.

102.4.1.5 QL-C: Quality Level C as further described herein. QL-C is probably the most commonly used level of information. It involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

102.4.1.6 QL-B: Quality Level B as further described herein. QL-B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. This activity is called "designating". The information obtained in this manner is surveyed to project control. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references. The proper selection and application of surface geophysical techniques for achieving QL-B data is critical. Information provided by QL-B can enable the accomplishment of preliminary engineering goals. Decisions regarding location of storm drainage systems, footers, foundations and other design features can be made to successfully avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations.

102.4.1.7 QL-A: Quality Level A as further described herein. QL-A, also known as "locating", is the highest level of accuracy presently available and involves the full use of the subsurface utility engineering services. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and also provides the type, size, condition, material and other characteristics of features.

102.4.2 Work Standards

102.4.2.1 Except as may be modified or specified herein, or otherwise approved by CLV, the collection and depiction of information, and any required submittals, shall conform to the applicable provisions of CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." A copy of CI/ASCE 38-02 may be ordered from the American Society of Civil Engineers at www.asce.org.

102.4.2.2 It is intended that this Scope of Work be construed harmoniously with CI/ASCE 38-02; however, in the event of conflict, the provisions of this Scope of Work shall take precedence.

102.4.2.3 For utilities that are concrete encased, Consultant will require the pothole sub-consultant to perform two potholes: one to identify the top of the encasement and one to identify the bottom of the encasement. The two potholes will be performed on either side of the encasement to determine the width of the encasement.

102.4.2.4 Consultant shall provide full-time inspection and required during the pothole process to confirm that the sub-consultant has accurately located and correctly identified the utilities to be investigated.

102.4.2.5 All surveying activities associated with SUE services as defined herein shall be conducted only by a Nevada Professional Land Surveyor.

102.4.3 Aerial or Ground-Mounted Utility Facilities

102.4.3.1 If specified by CLV, Quality Level D or C services as further described herein shall include records research, identification, surveying, correlation, and/or depiction of aerial or ground-mounted utilities, notwithstanding that such surface features may not be associated with an existing subsurface utility line or system.

102.4.4 Unknown Lines

102.4.4.1 If, when performing an assigned task, the Consultant detects line(s) of unknown function, status, or ownership, the Consultant shall obtain, record, and depict information on such line(s) to a quality level that is commensurate with that of the original assigned task.

102.4.5 "Call Before You Dig Markings"

102.4.5.1 All "Call Before You Dig" paint marks applied by utilities (in response to call-outs for utility potholing and geotechnical boring operations) will be field reviewed by the Consultant and compared to SUE Quality Level C and D information and SUE Quality Level A potholes when the pothole information becomes available. If the information indicates that any utility that was originally assumed to be outside of the Project improvement zone of influence may actually be within that zone then SUE Quality Level B or A will be performed as necessary to resolve the uncertainty.

102.4.6 Quality Level D Tasks

102.4.6.1 Conduct appropriate investigations (e.g., owner records, DOT records, UNCL records, County records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.

102.4.6.2 Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.

102.4.6.3 Review records for: evidence or indication of additional available records; duplicate or conflicting information; need for clarification.

102.4.6.4 Include records research, identification, and depiction of aerial or ground-mounted utility facilities in QL D tasks if specified (see "Aerial or Ground-Mounted Utility Facilities").

102.4.6.5 Transfer information on all involved utilities to appropriate plan sheets, electronic files, and/or other documents as required or directed by CLV.

102.4.6.6 Exercise professional judgment to resolve conflicting information.

102.4.6.7 For information depicted, indicate: utility type and ownership; date of depiction; quality level(s); end points of any utility data; line status (e.g., active, abandoned, out of service); line size and condition; number of jointly buried cables; and encasement.

102.4.7 Quality Level C Tasks (Inclusive of Quality Level D Tasks)

102.4.7.1 Perform tasks as described for QL D. There is no prescribed order in which QL D and C tasks must be performed.

102.4.7.2 Identify surface features, from project topographic data (if available) and from field observations, that are surface appurtenances of subsurface utilities.

102.4.7.3 Include survey and correlation of aerial or ground-mounted utility facilities in QL C tasks if specified (see "Aerial or Ground-Mounted Utility Facilities").

102.4.7.4 Survey surface features of subsurface utility facilities or systems, if such features have not already been surveyed by a registered professional. If previously surveyed, check survey data for accuracy and completeness.

102.4.7.5 The survey shall also include (in addition to subsurface utility features visible at the ground surface): determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.

102.4.7.6 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

102.4.7.7 Update (or prepare) "Existing Utility Location Plan", plan sheets, electronic files, and/or other documents to reflect the integration of QL D and QL C information.

102.4.7.8 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

102.4.7.9 As appropriate, amend the indicated quality level of depicted information.

102.4.8 Quality Level B Tasks (Inclusive of Quality Level C Tasks)

102.4.8.1 Perform tasks as described for QL C. There is no prescribed order in which QL C and B tasks must be performed.

102.4.8.2 Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the specified project limits (to be determined after 50% design; Quality Level B task will be paid for by Additional Services), and/or to trace a particular utility line or system.

102.4.8.3 Based on an interpretation of data, mark the indications of utilities on the ground surface, for subsequent survey. Utilize paint or other method acceptable to CLV for marking of lines.

102.4.8.4 Utilize the uniform color code of the American Public Works Association for marking of utilities.

102.4.8.5 Unless otherwise directed, mark centerline of single-conduit lines, and outside edges of multi-conduit systems.

102.4.8.6 Unless otherwise approved, maintain horizontal accuracy of +/- 1.5 feet (450mm) in the marking of lines.

102.4.8.7 As an alternative to the physical marking of lines, the Consultant may, with CLV's approval, utilize other means of data collection, storage, retrieval, and reduction, that enables the correlation of surface geophysical data to the project's survey control.

102.4.8.8 Survey all markings that indicate the presence of a subsurface utility.

102.4.8.9 Perform surveys to a horizontal accuracy consistent with applicable CLV survey standards.

102.4.8.10 Reference surveys to the project's survey control.

102.4.8.11 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

102.4.8.12 Update (or prepare) "Existing Utility Location Plan", plan sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, and QL B information.

102.4.8.13 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

102.4.8.14 As appropriate, amend the indicated quality level of depicted information.

102.4.9 Quality Level A Tasks (Inclusive of Quality Level B Tasks)

102.4.9.1 Perform tasks as described for QL B. There is no prescribed order in which QL B and A tasks must be performed.

102.4.9.2 CLV may require QL A data where the precise horizontal and vertical location of utilities, obtained by exposure and survey of the utility at specific points, is needed for conflict assessment/resolution purposes.

102.4.9.3 The Consultant may recommend test locations based on the requirements of the project and on existing subsurface utility information.

102.4.9.4 When available, verifiable information on previously exposed and surveyed utilities (such as survey records during utility line construction) shall be furnished in lieu of new excavation, exposure, and survey at that same point, or at a suitable nearby point.

102.4.9.5 Otherwise, when utility lines must be exposed and surveyed at specified locations, the Consultant shall use minimally intrusive excavation techniques, acceptable to CLV, that ensure the safety of the excavation, the integrity of the utility line to be measured, and that of other lines which may be encountered during excavation.

102.4.9.6 Measure and/or record the following information on an appropriately formatted test hole data sheet that has been sealed and dated by the Consultant:

102.4.9.6.1 Elevation of top and/or bottom of the utility tied to the project datum, to a vertical accuracy of +/- 0.05 feet (15 mm).

102.4.9.6.2 For utilities that are concrete encased, identify the top of the encasement, the bottom of the encasement, and the width of the encasement.

102.4.9.6.3 Elevation of existing grade over utility at test hole.

102.4.9.6.4 Horizontal coordinates referenced to project coordinate datum, to a horizontal accuracy consistent with applicable CLV survey standards.

102.4.9.6.5 Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on the project plans.

102.4.9.6.6 Approximate centerline bearing of utility line.

102.4.9.6.7 Outside diameter of pipe, width of duct banks, and configuration of non-encased multi-conduit systems.

102.4.9.6.8 Utility structure material composition, when reasonably ascertainable.

102.4.9.6.9 Identity of benchmarks used to determine elevations.

102.4.9.6.10 Utility facility condition.

102.4.9.6.11 Pavement thickness and type when applicable.

102.4.9.6.12 Soil type and site conditions.

102.4.9.6.13 Identity of utility owner/operator.

102.4.9.6.14 Other pertinent information as is reasonably ascertainable from test hole.

102.4.9.7 Patching of potholes will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for potholing will be based on completed potholes and require proof of permit close out for said potholes.

102.4.9.8 A total of ten (10) potholes are anticipated to be performed for this Project. Additional utility potholing services not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City. Utilities will be located per quality level C and D.

102.4.9.9 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

102.4.9.10 Update "Existing Utility Location Plan", plan/profile sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, QL B, and QL A information.

102.4.9.11 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

102.4.9.12 As appropriate, amend the indicated quality level of depicted information.

102.4.10 SUE Deliverables

102.4.10.1 Consultant shall prepare a separate "Existing Utility Location Plan" upon completion of QL C tasks and update thereafter which clearly depicts applicable SUE levels as outlined in CI/ASCE 38-02: "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," American Society of Civil Engineers, 2003. To show at a minimum:

102.4.10.1.1 Existing rights-of-way
102.4.10.1.2 Centerlines and control alignments
102.4.10.1.3 Easements
102.4.10.1.4 Existing topographical information
102.4.10.1.5 All utilities within the project limits
102.4.10.1.6 QL A test hole locations

102.4.10.2 Appropriately formatted test hole data sheets that have been sealed and dated by the Consultant as described in QL A tasks above to be included with the final plans.

102.4.10.3 Electronic drawing file of the "Existing Utility Location Plan" updated to the most current information at each regular submittal.

102.5 50% Design Phase Submittal

102.5.1 50% Design Phase Plans

102.5.1.1 The 50% plans are to be prepared for the preferred overall Project Alternative and limits as agreed on and directed by the City of Las Vegas. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1" = 40' scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.

102.5.1.1.1 City Standard Cover Sheet identifying Project Participants
102.5.1.1.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings
102.5.1.1.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
102.5.1.1.4 Abbreviations and Symbols
102.5.1.1.5 Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
102.5.1.1.6 Horizontal control for centerline and rights-of-way monumentation plan
102.5.1.1.7 Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
102.5.1.1.8 Sheet Index with key map
102.5.1.1.9 Typical Cross Section Sheets
102.5.1.1.10 Removal Plans
102.5.1.1.11 Roadway Plan and Profiles
102.5.1.1.12 Utility Plans
102.5.1.1.13 Existing Utility Location Plan (SUE Plans) (combined with Utility Plans)
102.5.1.1.14 Traffic Signing Plans
102.5.1.1.15 Traffic Lighting Plans, including existing traffic lighting
102.5.1.1.16 Deliverables: Submit two full size sets (24" X 36") and 15 half size set (11" X 17") and all associated electronic files of the 50% Design Phase Plans to the City; Submit 50% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

102.5.2 50% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:

102.5.2.1 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)
102.5.2.2 RFCD

102.5.2.3 SID (CLV)
102.5.2.4 SID (other entity)
102.5.2.5 SNPLMA
102.5.2.6 CLV Sanitation
102.5.2.7 LVVWD (and/or other utilities as applicable)
102.5.2.8 CLV General Fund
102.5.2.9 CLV Nominal Drainage
102.5.2.10 NDOT (Stewardship, STP, Safety-LU, etc.)
102.5.2.11 CMAC
102.5.2.12 CDBG Funds
102.5.2.13 Deliverables: Submit the 50% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit, two (2) copies of the 50% cost estimate to NDOT. etc.].

102.6 **Walk Through**. After submittal of the 50% Design the Consultant will schedule a project walk through with the City Representative and other relevant parties, including other public agencies and utility providers. The intent of the walk through is to identify field conflicts in order to minimize potential significant changes to the design after the 50% Submittal.

102.6.1 Deliverables: The Consultant shall submit a walk though Memorandum to the City's Representative to document field observations.

102.7 ADA/PROWAG Design Memorandum – Consultant shall design the project to conform to PROWAG. If there are limitations triggered by existing infrastructure and PROWAG cannot be implemented, a summary for each location with a written description of the situation, photos, plans, and any other pertinent back up shall be provided for city files explaining the details and rationale for the final design. This only applies when PROWAG cannot be met

ARTICLE 103: 90% DESIGN PHASE

103.1 90% Design Phase Submittal

103.1.1 90% Design Phase Plans – This submittal will include further refinement of the 50% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include project quantity tables broken down by individual plan sheet. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown. Consultant shall prepare a map indicating the location and depth of proposed construction easements. The width of the encroachment shall be dimensioned and labeled on the map. Consultant shall provide 11" x 17" copies of the map in quantity equal to the number of parcels. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625.

103.1.1.1 Deliverables: Submit fifteen (15) copies of the half scale plans (11″ x 17″) and two (2) copies of full size plans (24″ x 36″) and all associated electronic files to the City: Submit, two (2) copies of the half scale plans, to NDOT; Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

103.1.2 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:
103.1.2.1 CLV General Fund
103.1.2.2 CDBG Funds

103.1.2.3 Deliverables: Submit the 90% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit, two (2) copies of the 90% cost estimate to NDOT.

103.1.3 90% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada.* All items of construction shown on the 90% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

Deliverables: Submit five (5) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions to NDOT.

103.2 **90% Walk Through** - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal.

103.3 **Bidability and Constructability (B&C)** - Consultant shall coordinate with a City selected B&C consultant or City in-house B&C review team. The Consultant will provide the B&C consultant or in-house B&C review team with the 90% submittal and Final Design Report (and any other documents necessary to complete the B&C review). The City may also chose to provide the B&C consultant or in-house B&C review team with earlier submittals for review. Consultant shall attend meetings and respond to comments as required to resolve disagreements on B&C comments.

103.4 **Finalize Permit** Applications – The Consultant shall finalize all permit applications and submit all required permits to the appropriate agencies.

103.5 **ADA/PROWAG Design Memorandum** – Consultant shall finalize the Design Memorandum prepared with the 50% plans and be responsible to keep this document current through construction completion with any changes that would impact the locations not designed to PROWAG.

ARTICLE 104: 100% DESIGN PHASE

104.1 100% Design Phase Submittal

104.1.1 The 100% submittal shall include all the elements of, Article 103 which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of two steps: (1) a **100% pre-final (bond) submittal** will be made for final comment by the City, and (2) the Consultant will incorporate all comments on the pre-final submittal into the **100% final (mylar) submittal.** Plan set mylars and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-mylar bond set of the final plans before preparing mylars for this project.

104.1.2 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit five (5) copies of the half scale plans, two full size plans, all associated electronic files, two (2) copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two copies of structural calculations to the City; Submit four copies of 11" X 17" Construction Easement Maps and three sets of mail labels of property owners for any requested easements to the City; Submit two copies of the half scale plans, bound Special Provisions and 100% Pre-final Cost Estimate by funding source and two copies of structural. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

104.1.3 Deliverables for the 100% Final (mylar) Submittal: One set of 24" X 36" mylar plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate in the City's Bid Schedule Format;,all associated electronic files and 100% Final Cost Estimate by funding source and two copies of final structural calculations. One copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD Civil 3D version 2013 or 2014) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

ARTICLE 105: BID PHASE

105.1 Pre-Bid Conference

105.1.1 The Consultant shall attend the pre-bid conference

105.2 Bid Requests and Responses

105.2.1 Consultant shall respond to questions raised by bidders during the bidding process. Decisions on issuing addenda will be conducted by the

City. The Consultant will draft required specifications, plan changes and clarifications for the City to include in any addenda.

105.3 Bid Opening

105.3.1 The Consultant shall attend the bid opening and review the bid abstract and contractor qualifications.

105.3.2 The Consultant will comment on any bid discrepancies, evidence of unbalanced bid or contractor concerns uncovered during reviews.

ARTICLE 106: CONSTRUCTION PHASE

106.1 Pre-Construction Meeting

106.1.1 The Consultant shall attend the pre-construction meeting.

106.2 Submittal Review

106.2.1 Consultant shall review Contractor's submittals for manufacture certifications, installation instructions, shop drawings and service connections; review Contractor's submittals (such as value engineering items, sample products, etc.).

106.3 Construction Support Services

106.3.1 The Consultant shall provide the following support services during the construction phase of the project:
106.3.1.1 Project Site Visits to examine construction work
106.3.1.2 Attend construction progress meetings, as necessary
106.3.1.3 Respond to Contractor's Request for Information (RFI)
106.3.1.4 Additional Design as needed to address RFIs
106.3.1.5 Assist with the processing of construction change orders
106.3.1.6 Attend final walk-through
106.3.1.7 Assist with the punch list preparation

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 When requested by the City electronic files shall accompany hard copies for all submittals referenced in this paragraph and unless otherwise directed by the City. All cost estimates shall be provided in Microsoft Excel format, all schedules in Microsoft Project format, all Special Provisions in Microsoft Word format, all Bid Schedules in Microsoft Excel format and all spreadsheets associated with additional service requests in Microsoft Excel format. Pdf submittals will not be accepted unless specifically requested by the City.

200.2 Certificates of Insurance

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

Submit certificates of insurance to:

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

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

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

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

200.3 All submittal requirements are outlined in Exhibit A – Scope of Services. Consultant shall refer to deliverables or other submittal requirements outlined in Exhibit A.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

300.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Contract signed by the parties. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Service set forth in this Contract and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

300.2 *Performance Schedule.* The parties hereto have agreed to a general performance schedule (the "Performance Schedule") which is set forth herein. Subsequent to the execution of this Contract, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule").

300.3 *Revised Performance Schedule.* If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

ARTICLE 301: PERFORMANCE SCHEDULE

301.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
15% DESIGN PHASE	90	
50% DESIGN PHASE	90	
90% DESIGN PHASE	90	
100% DESIGN PHASE	60	
BID PHASE	90	
CONSTRUCTION PHASE	180	
POST CONSTRUCTION PHASE		
TOTAL CALENDAR DAYS TO COMPLETE:		

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

302.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

302.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be held accountable for any impacts to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

ARTICLE 303: CONSTRUCTION

303.1 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed **$450,000.00**. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the fixed fee attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$382,607.00	

401.1 The following table(s) show the breakdown of the Total Not to Exceed Cost for Basic Services by Task.

401.2 The table(s) show the fixed cost for each task along with the estimated hours to be expended by various Consultant personnel over the course of the Project for each of the various tasks, and/or the dollar value of the estimated hours. Although this table represents the basis for how the Total Not to Exceed Cost for Basic Services was established, the personnel, hours, and dollar value of the hours shown are not a part of this Contract and are not to be used as the basis for payment. The fee for each task is a fixed fee regardless of the number of man-hours expended to complete each task or the personnel used to perform the work.

401.3 The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Contract to the extent they are applicable.

401.4 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance, (2) the Total Not to Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

Sidewalk Infill Area 2C (Maryland to Bruce)

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	PM	Lead Engr	Sr Engr	Engineer	Asst. Engr	Designer	CADD	Admin	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$235	$172	$138	$85	$76	$137	$87	$79			
101	PRELIMINARY AND GENERAL ITEMS											
101.1	Project Management	24							40	64		$ 8,800.00
101.2	Kick-Off Meeting and Design Progress Meetings	24	12	24	24					84		$ 13,056.00
101.3	Utility and Agency Coordination	8		20	40			20		88		$ 9,780.00
101.4	Project Permits	8			40					48		$ 5,280.00
101.5	Community Notifications	10	10	24	48		24			116		$ 14,750.00
101.6	Project Evaluation, Inventory & 15% Plans	12	64	40	176	0	8	92		392		$ 43,408.00
101	Subtotal Hours	86	86	108	328	0	32	112	40	792		
101	Subtotal Fee	$20,210.00	$14,792.00	$14,904.00	$27,880.00	$0.00	$4,384.00	$9,744.00	$3,160.00		$ -	$ 95,074.00
102	50% DESIGN PHASE											
102.1	Survey			4			4			8	$ 32,925.00	$ 34,025.00
102.2	Right-of-Way	4		24	8		16	24		76	$ 18,340.00	$ 27,552.00
102.3	Records Review, Information Research and Analysis of Data		8	16	40		8	48		120		$ 12,256.00
102.4	Sub-surface Utilities		4		16			16		36	$ 13,236.00	$ 16,676.00
102.5	50% Design Phase Plans			120	180		40	120		460		$ 47,780.00
102.6	Walk Through	4	4	4						12		$ 2,180.00
102.7	ADA/PROWAG Design Memo	2	24					8		34		$ 5,294.00
102	Subtotal Hours	10	40	168	244	0	68	216	0	746		
102	Subtotal Fee	$2,350.00	$6,880.00	$23,184.00	$20,740.00	$0.00	$9,316.00	$18,792.00	$0.00		$ 64,501.00	$ 145,763.00
103	90% DESIGN PHASE											$ -
103.1.1	90% Design Phase Plans	16	40	160	160		40	160		576		$ 65,720.00
103.1.2	90% Design Phase Construction Cost Estimate	2	4	4	40		16			66		$ 7,302.00
103.1.3	90% Design Phase Special Provisions	24	8	8	8					48		$ 8,800.00
103.2	90% Walk Through	4	4	4						12		$ 2,180.00
103.3	Bidability and Constructability Meeting	4	4	4						12		$ 2,180.00
103.4	Finalize Permit Applications	2	4	0	8			4		18		$ 2,186.00
103.5	ADA/PROWAG Design Memorandum	4	40	16				40		100		$ 13,508.00
103	Subtotal Hours	56	104	196	216	0	56	204	0	832		
103	Subtotal Fee	$13,160.00	$17,888.00	$27,048.00	$18,360.00	$0.00	$7,672.00	$17,748.00	$0.00		$ -	$ 101,876.00

Sidewalk Infill Area 2C (Maryland to Bruce)

TASK	DESCRIPTION	PM	Lead Engr	Sr Engr	Engineer	Asst. Engr	Designer	CADD	Admin	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
104	**100% DESIGN PHASE**											
104.1.2	100% Pre-Final (Bond) Submittal	8		60	60			60		188		$ 20,480.00
104.1.3	100% Final (Mylar) Submittal	8		20	20			20		68		$ 8,080.00
104	**Subtotal Hours**	16	0	80	80	0	0	80	0	256		
104	**Subtotal Fee**	$3,760.00	$0.00	$11,040.00	$6,800.00	$0.00	$0.00	$6,960.00	$0.00		$ -	$ 28,560.00
105	**BID PHASE**											
105.1	Pre-Bid Conference	1	2							3	$ -	$ 579.00
105.2	Bid Requests and Responses	1	8	8				4		21	$ -	$ 3,063.00
105.3	Bid Opening		2							2	$ -	$ 344.00
105	**Subtotal Hours**	2	12	8	0	0	0	4	0	26		
105	**Subtotal Fee**	$470.00	$2,064.00	$1,104.00	$0.00	$0.00	$0.00	$348.00	$0.00		$ -	$ 3,986.00
106	**CONSTRUCTION PHASE**											
106.1	Pre-Construction Meeting		2							2	$ -	$ 344.00
106.2	Submittal Review		8	8						16	$ -	$ 2,480.00
106.3	Construction Support Services	4	8	16						28	$ -	$ 4,524.00
106	**Subtotal Hours**	4	18	24	0	0	0	0	0	46		
106	**Subtotal Fee**	$940.00	$3,096.00	$3,312.00	$0.00	$0.00	$0.00	$0.00	$0.00		$ -	$ 7,348.00
	Total Basic Services Hours	174	260	584	868	0	156	616	40	2,698		
	Total Basic Services Fee	$40,890.00	$44,720.00	$80,592.00	$73,780.00	$0.00	$21,372.00	$53,592.00	$3,160.00		$ 64,501.00	$ 382,607.00

ARTICLE 402: ADDITIONAL SERVICES ALLOWANCE

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

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

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

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

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

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$67,393.00	See list below.

402.5.1 Additional Services may include, but are not limited to, the following:

402.5.2 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.

402.5.3 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.

402.5.4 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.

402.5.5 **As-Builts** – As requested by the City, Consultant shall provide As-Builts.

402.5.6 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.

402.5.7 **Dam Safety Permit** – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.

402.5.8 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.

402.5.9 **Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.

402.5.10 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.

402.5.11 **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.

402.5.12 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.

402.5.13 **Removal of Inflow/Infiltration Sources to Sanitary Sewer System** – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.

402.5.14 **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.

402.5.15 **Section 404 Permit Application** – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.

402.5.16 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.

402.5.17 **Slope/Embankment Design** – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.

402.5.18 **Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.

402.5.19 **Structural Design** – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.

402.5.20 **Title Reports** – As required by the City, Consultant shall prepare Title Reports as required for the Project.

402.5.21 **Traffic Control Plans** – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.

402.5.22 **Utility Potholing** – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.

402.5.23 **Waterline Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

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

CLASSIFICATION	RATE	UNIT
Project Manager	$235	Per Hour
Lead Engineer	$172	Per Hour
Senior Engineer	$138	Per Hour
Engineer	$85	Per Hour
Designer	$137	Per Hour
Technician / CADD Operator	$87	Per Hour
Clerical	$79	Per Hour

ARTICLE 501: SUB-CONSULTANT HOURLY RATES

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

SUBCONSULTANT #1 STANLEY CONSULTANTS, INC.	RATE	UNIT
Principal Land Surveyor	$175	Per Hour
Supervising Land Surveyor	$165	Per Hour
Project Manager/Field Survey Manager PLS/LS1	$150	Per Hour
Senior Mapper	$130	Per Hour
2 Man Survey Crew	$185	Per Hour
1 Man Survey Crew	$140	Per Hour
Clerical	$65	Per Hour

SUBCONSULTANT #2 CARDNO	RATE	UNIT
Project Manager	$154	Per Hour

ARTICLE 502: ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
Reference the following Exhibit E-1: Additional Services Fee Breakdown.			$0
			$0
			$0

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

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

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

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	PM	Lead Engr	Sr Engr	Engineer	Asst. Engr	Designer	CADD	Admin	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$235	$172	$138	$85	$76	$137	$87	$79			
402.05	ADDITIONAL SERVICES											
	Additional Design Services	15	40	60	60	60	60	40	8	343	$ 10,040.00	$ 50,717.00
	Addenda											
	Engineering											
	Additional Topographic Survey											
	Right-of-Way											
	Section 404 Permit Application											
	Sewer Design											
	Storm Drain Retrofit Design											
	Structural Engineering											
	Survey											
	Title Reports											
	Traffic Control Plans											
	Hydrology and Hydraulics											
	Master Plan Amendment											
	Public Meetings											
	Waterline Design											
	Additional Construction Phase Assistance											
	As-Builts											
	SUE Level B											
	Utility Potholing											
	SUE Level A (10)		4		16			16		36	$ 13,236.00	$ 16,676.00

	Total Additional Services - Hours	15	44	60	76	60	60	56	8	379		
	Total Additional Services - Fee	$3,525.00	$7,568.00	$8,280.00	$6,460.00	$4,560.00	$8,220.00	$4,872.00	$632.00	$44,117.00	$ 23,276.00	$ 67,393.00

ARTICLE 503: REIMBURSABLE EXPENSES

503.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized or anticipated as of the date of this Contract.

503.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one (1.0)** times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

503.3 Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Contract, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Contract.

503.4 If Reimbursable Expenses are established in this Contract as a fixed sum or a not-to-exceed amount, the Consultant has determined that this Reimbursable Expense amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Contract without further compensation for Reimbursable Expenses should the costs exceed this fixed sum or not-to-exceed amount for Reimbursable Expenses.

503.5 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, and Additional Services Rates shown in this Contract, and may otherwise only be authorized as reimbursable expenses by written amendment to this Contract. Expenses incurred prior to written authorization shall not be considered for reimbursement.

503.6 Should travel and per diem expenses be so authorized by the City:

503.6.1 Expenses shall be based on actual costs submitted for reimbursement with valid original receipts. If a receipt is not normally provided for the expense, a certification signed by the traveler shall be submitted. Submitted receipts for travel and per diem reimbursement shall name each traveler covered.

503.6.2 Rates for lodging and individual meals shall not exceed the published U.S. General Services Administration rates at Clark County, Nevada, including the 75% limitation on the day of departure and return.

503.6.3 Passenger vehicle mileage shall be reimbursed at the rate stipulated by the Internal Revenue Service.

503.6.4 Examples of expenses that will not be reimbursed include alcoholic beverages, entertainment, laundry, dry cleaning and pressing, parking fines, gratuities and tips excepting for taxicab and meals a 15% tip if shown on the receipt, costs related to making reservations or other accommodations for travel, phone calls, computer or Internet access costs, car rentals larger than mid-size and car rental insurance, air travel other than the lowest coach fair available and travel insurance, premature departure and extended stays for personal reasons, and indirect route for personal preference.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Randy McConnell

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Mark Sorensen

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: James Marrs

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Samuel W. Tso

601.1.3 PROJECT MANAGER: Ganesh Kadam

601.1.4 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Naveen Puppala

601.1.5 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: PE #19509

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

602.1 The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.

602.1.1 AERIAL MAPPING: Aero Tech Mapping (Tiered Sub to Stanley Consultants, Inc.)

602.1.2 ENVIRONMENTAL:

602.1.3 CIVIL ENGINEER:

602.1.4 STRUCTURAL ENGINEER:

602.1.5 MECHANICAL ENGINEER:

602.1.6 ELECTRICAL ENGINEER:

602.1.7 LANDSCAPE DESIGN:

602.1.8 INDEPENDENT COST ESTIMATOR (NOT the Consultant):

602.1.9 GEOTECHNICAL ENGINEER:

602.1.10 LAND SURVEYOR: Stanley Consultants, Inc.

602.1.11 POTHOLING: Cardno

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	**Block 2:** Description / Subject Matter of Contract
Name: Parsons Brinckerhoff, Inc.	**Services for:** Sidewalk Infill Area 2C (Maryland Bruce)
Address: 3753 Howard Hughes Pkwy., Ste. 135 Las Vegas, NV 89169	
Telephone: (702) 697-8100	**Project Number:** PB # 12913
EIN or DUNS : 11-1531569	

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.	Parsons Brinckerhoff Group LLC 100% Owner	One Penn Plaza, New York, NY 10119	(212) 465-5000
2.	Please see attached List of Officers and Directors		
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

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: Parsons Brinckerhoff, Inc. Officers and Directors

Date of Attached Document: May 17, 206 Number of Pages: 1

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

Name: Samuel W. Tso
Area Manager

Date: May 17, 2016

Subscribed and sworn to before me this 18th day of May, 2016

HAIMA ASLAM
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 2-1-2020
Certificate No: 16-1781-1

EXHIBIT "H"

ARTICLE 1: CDBG FEDERAL FUNDING REQUIREMENTS

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development for participation in the Community Development Block Grant, hereinafter referred to as "CDBG," program under Title I of the Housing and Community Development Act of 1974, PAL. 93-383 as amended; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City as Grantee, wishes to engage the Consultant to assist the City in utilizing such funds by providing services to meet one or more of the CDBG Program's three broad National Objectives, defined in 24 CFR Part 570.208, as follows:

a. To benefit low and moderate income persons,
b. To aid in the prevention or elimination of slum or blight; or
c. To meet community development needs having a particular urgency;

WHEREAS, the City will utilize CDBG funds for the engagement of Consultant for the design and construction of the Project;

NOW, THEREFORE, in view of the above premises, the City and the Consultant agree as set forth below:

1.1 FEDERAL GENERAL CONDITIONS

The Consultant acknowledges that CDBG funds shall be used for the Project and the Consultant agrees to comply with the following Federal laws, orders, regulations and directives:

1.1.1 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).

1.1.2 POLITICAL ACTIVITIES, 24 CFR 570.207

The Consultant shall comply with this section, which prohibits the use of 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.

1.1.3 HATCH ACT, CHAPTER 15, TITLE 5, U.S. CODE

The Consultant further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

1.1.4 PROGRAM INCOME, 24 CFR 570.500

The Consultant agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1.1.4.1 Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
1.1.4.2 Proceeds from the disposition of equipment purchased with CDBG funds'
1.1.4.3 Gross income from the use or rental of real or personal property acquired by the Consultant with CDBG funds, less costs incidental to generation of the income;
1.1.4.4 Gross income from the use or rental of real property, owned by the Consultant, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
1.1.4.5 Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
1.1.4.6 Interest earned on program income pending its disposition.

Any Program income generated by the Program shall be recorded separately and returned to the City for further disposition. The Consultant may retain the Program income for exclusive use in the Program provided that written request has been made to and approved by the Office of Community Services Director and such use complies with HUD rules, regulations, and guidelines for the use of such income.

1.1.5 OTHER PROGRAM REQUIREMENTS, 24 CFR

The Consultant 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 Consultant will not assume the City's environmental responsibilities described at 24 CFR 570.604, nor the City's responsibilities for initiating the review process under the provisions of 24 CFR Part 58.

1.1.5.1 GENERAL, 24 CFR 570.600

The Consultant agrees to comply with such laws and Program requirements as are applicable to grants made under Section 106 of Title 1 of the Housing and Community Development Act of 1974.

1.1.5.2 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, FAIR HOUSING ACT, AND EXECUTIVE ORDER 11063, 24 CFR 570.601

This Contract is 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 the Consultant to use Federally funded property for the purpose for which the Federal funds were awarded.

1.1.5.3 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1774, 24 CFR 570.602, AGE DISCRIMINATION ACT OF 1975, 24 CFR 570.602(c), SECTION 504 OF THE REHABILITATION ACT OF 1973, 24 CFR 570.602(c)

This Contract is 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.

1.1.5.4 LABOR STANDARDS AND DAVIS BACON ACT, 24 CFR 570.603

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act and Copeland Act also apply. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

1.1.5.5 ENVIRONMENTAL STANDARDS, 24 CFR 570.604

This Contract is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

1.1.5.6 NATIONAL FLOOD INSURANCE PROGRAM, 24 CFR 570.605

This Contract is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

1.1.5.7 DISPLACEMENT, RELOCATION, ACQUISITION, AND ONE-FOR-ONE REPLACEMENT OF HOUSING, 24 CFR 570.606

The Consultant shall assure it has 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. In addition, the Consultant understands and agrees that there must be a one-for-one replacement of any occupied or vacant, occupiable low- or moderate-income dwelling which is demolished or converted to another use in connection with a CDBG funded activity.

1.1.5.8 EMPLOYMENT AND CONTRACTING OPPORTUNITIES, 24 CFR 570.607

The Consultant 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.

1.1.5.9 LEAD-BASED PAINT, 24 CFR 570.608

This Contract is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards. The City of Las Vegas Community Development staff of Office of Community Services will provide lead-based paint testing, clearance tests and Risk Assessments when required for CDBG funded housing rehabilitation projects that are to be undertaken by, Subrecipient, which projects within the City. All lead-based paint activities shall be performed by a U. S. EPA certified Risk Assessor. If the city has no certified Risk Assessor employed by it, the City is not obligated to conduct any lead-based paint activities which shall become the responsibility of Subrecipient.

1.1.5.10 USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS, 24 CFR 570.609

This Contract is 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.

1.1.5.11 UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES, 24 CFR 570.610

The Consultant shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570. 502.

1.1.5.12 CONFLICT OF INTEREST, 24 CFR 570.611

This Contract is 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 the Consultant who exercise of 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.

1.1.5.13 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 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

1.1.6 DRUG-FREE WORKPLACE

As a subrecipient of CDBG funds, and in connection with public services offered, the Consultant agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, Subpart F, which requires that the Consultant maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

1.1.7 EXPIRATION OR REVOCATION OF CONTRACT

Upon the expiration or revocation of this Contract, Consultant shall transfer to City any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

1.1.8 ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits Consultant 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 Consultant 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 awarding of any Federal contract, the making of any Federal grant, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

1.1.9 AMERICANS WITH DISABILITIES ACT

Consultant agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the Consultant and the activities to be performed by Consultant under the scope of this Contract. If employing more than fifteen (15) employees, Consultant agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), Consultant agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, Consultant agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

1.2 FINANCIAL MANAGEMENT

1.2.1 AUDIT REQUIREMENTS

1.2.1.1 This Contract is subject to other requirements of United States Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

1.2.1.2 This Contract is also subject to an OMB A-133 audit pursuant to the Single Audit Act. Prior to July 1, 1997, the A-133 was applicable to grant recipients who had received $25,000 per year in federal funds for two consecutive years. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend over $750,000 in any federal grant funds in the fiscal year received are required to conduct an A-133 audit.

Any agency that expends between $200,000-$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the City. The funds expended may be from one or multiple federal sources.

If Consultant falls under the requirements of OMB A-133 Auditing Rules, Consultant must submit a full and complete copy of such audits to the Office of Community Services. Consultant is responsible for ensuring that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the Consultant as non-compliant. This means that no funds may be drawn until the City of Las Vegas Office of Community Services has received and reviewed the copy of the audit. Please refer to the CDBG Construction/Rehabilitation Program Subrecipient Manual as provided for further guidance on this matter.

1.2.2 RIGHT TO REVIEW AND AUDIT

1.2.2.1 The Consultant agrees to maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Contract for a period of five years, except those records subject to audit findings shall be retained for five years after such findings have been resolved. In the event the Consultant goes out of existence, the Consultant shall turn over to the City all of its records relating to this Contract to be retained by the City for the required period of time.

1.2.2.2 The Consultant agrees to permit the City and the City's designated representatives to inspect and audit its records and books relative to this Contract at any time during normal business hours and under reasonable circumstances and to copy there from any information that the City desires concerning the Consultant's operation hereunder. The Consultant further understands and agrees that said inspection and audit would be exercised upon written notice. If the Consultant or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, the Consultant agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address with the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Consultant are incomplete, the Consultant agrees to pay the City and the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Consultant's offices to inspect, audit, and retrieve the complete records. The Consultant further agrees to permit the City and City's designated representatives to inspect and audit, as deemed necessary, all records of this Project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

1.2.3 DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to this Contract, shall be thoroughly identified and readily accessible.

1.2.4 FINANCIAL RECORD KEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Contract may be requested from Consultant by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

1.2.5 RECORDS

Program records shall be maintained in accordance with HUD and City requirements with respect to all matters covered by this Contract. Such records shall be maintained for a period of five years after the term of this Contract expires (effectively a fourteen year retention period).

1.2.6 PROGRAM BUDGET

Invoice expenditures eligible for payment by the City will be in accordance with the Project budget delineated in this Contract and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. Consultant shall not make any changes in the Project budget unless permission is obtained in writing from the Neighborhood Services Department Director.

1.2.7 METHOD OF PAYMENT

The City shall reimburse valid invoices for approved Project budget expenditures identified in this Contract. Before paying such expenses, the City will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Contract. The City reserves the right to refuse reimbursement for expenses, which are CDBG-ineligible or which are not within the scope of this Contract. Monthly and quarterly reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Contract.

1.2.8 UNEXPENDED FUNDS

In the event that City staff anticipates the total amount of funds allocated for this Contract will not be expended in the time and manner prescribed in this Contract, the City reserves the right to such unexpended portion for other projects/programs operating under the City's CDBG Program. An extension of a deadline may be authorized in writing by the City Office of Community Services Director.

1.2.9 ACCOUNTING METHODS

Expenditures charged to City CDBG funds will be accounted separately from all other revenue sources. Consultant shall maintain these records.

1.2.10 REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

1.2.10.1 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.

1.2.10.2 Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.

1.2.10.3 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. Consultant 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 Consultant 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 Sections 4.3.5 and 4.3.6, Program Income, portion of the grant agreement. 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.

1.2.10.4 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 Consultant may retain such funds provided that Consultant notifies the City in writing and that Consultant uses such funds for the exclusive benefit of the Program.

1.2.10.5 Pursuant to 24 CFR Part 570.503, the Consultant must transfer upon expiration of the term of this Contract any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Contract. 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 five (5) years after expiration of this Contract, or for such longer period of time as deemed appropriate by the City. If not used as such, Consultant must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the 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.

1.3 MODIFICATION OR TERMINATION OF CONTRACT

1.3.1 AMENDMENT OR REVISION REQUIRED BY HUD

Consultant and the City hereby agree to amend or otherwise revise this Contract should HUD and/or any applicable federal statutes or regulations require such modification.

1.3.2 TERMINATION

If Consultant fails to fulfill in a timely and proper manner its obligation under this Contract or shall violate any of the covenants, agreements or stipulations of this Contract, the City shall thereupon have the right to suspend or terminate this Contract and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to Consultant in accordance with the notice provisions of this Contract.

1.3.3 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract will be deemed to be inserted herein, and this Contract 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 Contract shall forthwith be physically amended to make such insertion.

END OF EXHIBIT "H"

EXHIBIT "I"
AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____

} SS

COUNTY OF _____

I, _____(Name of party signing this

affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

_____
Signature

_____
Title

Sworn to before me this _____ day of _____, 20 _____

_____
Signature

_____
(SEAL) *Notary Public, Judge or other Official*

EXHIBIT"J"

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____
Name (please type or print)

_____
Signature

_____
Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RSOQ) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

1. Type of Federal Actions: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Sub-awardee Tier _____, *if* known: Congressional District, *if* known: _____		5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: _____ Congressional District, *if* known: _____
6. Federal Department/Agency: _____		7. Federal Program Name/Description: _____ CFDA Number, *if* applicable: _____
8. Federal Action Number, *if* know: _____		9. Award Amount, *if* known: $ _____
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):* _____ *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*		b. Individuals Performing Services *(including address if different from No. 10a)* _____ *(last name, first name, MI):* *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*
11. Amount of Payment *(check all that apply):* $ _____ ☐ actual ☐ planned		13. Type of Payment *(check all that apply):* ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment *(check all that apply):* ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:*(attach Continuation Sheet(s) SF-LLL-A, if necessary)* _____		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.		_____ Signature _____ Print Name _____ Title _____ _____ Telephone No. Date
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: Parsons Brinckerhoff, Inc.	**Services for:** Sidewalk Infill Area 2C (Maryland Bruce)
Address: 3753 Howard Hughes Pkwy., Ste. 135 Las Vegas, NV 89169	
Telephone: (702) 697-8100	**Project Number:** PB # 12913
EIN or DUNS : 11-1531569	

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.	Parsons Brinckerhoff Group LLC 100% Owner	One Penn Plaza, New York, NY 10119	(212) 465-5000
2.	Please see attached List of Officers and Directors		
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

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: Parsons Brinckerhoff, Inc. Officers and Directors

Date of Attached Document: May 17, 206 Number of Pages: 1

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

Name: Samuel W. Tso
Area Manager

Date: May 17, 2016

Subscribed and sworn to before me this 18th day of May, 2016

NAIMA ASLAM
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 2-1-2020
Certificate No: 16-1761-1

PARSONS BRINCKERHOFF, INC.

OFFICERS AND DIRECTORS

Title	Name	Business Address*	Business Address Reference Number	Residence	Director
President	Gregory A. Kelly	New York, NY	(1)	Lawrenceville, NJ	X
Senior Vice President	Roger W. Blair	Houston, TX	(2)	Houston, TX	X
Senior Vice President	Clifford C. Eby	Washington, DC	(3)	Potomac, MD	X
Senior Vice President	Gerald S. Jannetti	Baltimore, MD	(4)	Ellicott City, MD	
Senior Vice President	Frank J. Medina	Dallas, TX	(5)	Irving, TX	
Senior Vice President	Bernard P. McNeilly	New York, NY	(1)	W. Windsor, NJ	
Senior Vice President	Garry E. Nunes	New York, NY	(1)	Parlin, NJ	
Senior Vice President	J. Steven Paquette	New York, NY	(1)	New York, NY	
Senior Vice President	John D. Porcari	Washington, DC	(3)	Cheverly, MD	
Senior Vice President	Joseph Pulicare	New York, NY	(1)	Ponte Vedra Beach, FL	
Senior Vice President	Eric R. Roecks	Seattle, WA	(6)	Vashon, WA	
Senior Vice President	Patrick G. Sheridan	New York, NY	(1)	Berkeley Heights, NJ	
Senior Vice President	John Trotta	Chicago, IL	(7)	Orland Park, IL	
Senior Vice President	Teri O. Zink	Sacramento, CA	(8)	Nevada City, CA	
Vice President	Andrew J. Lynn	New York, NY	(1)	Floral Park, NY	
Assistant Vice President	Gregory G. Hoer	Baltimore, MD	(4)	Idlewylde, MD	
Secretary	Hillary F. Jassey	New York, NY	(1)	New York, NY	
Assistant Secretary	W. Stephen Dale	New York, NY	(1)	Stamford, CT	
Assistant Secretary	Cary M. Siegel	New York, NY	(1)	Brooklyn, NY	
Treasurer	Stephanie C. Brickey	Ephrata, PA	(9)	Leesport, PA	
Board Director	Michael J. Abrahams	New York, NY	(1)	Old Greenwich, CT	X
Board Director	Gregory P. Benz	Eliot, ME	(10)	Mt. Desert, ME	X
Board Director	Peter F. Donahue	Boston, MA	(11)	Quincy, MA	X
Board Director	Richard F. O'Brien	Boston, MA	(11)	Boxford, MA	X

* Business Addresses

(1) One Penn Plaza, New York, NY 10119
(2) 16200 Park Row, Suite 200, Houston, TX 77084
(3) 1015 Half Street, SE, Suite 650, Washington, DC 20003
(4) 1 East Pratt Street, 3rd Floor, Baltimore, MD 21202
(5) 2777 N. Stemmons Freeway, Suite 1600, Dallas, TX 75207
(6) 999 Third Avenue, Suite 3200, Seattle, WA 98104
(7) 30 N. LaSalle Street, Suite 4200, Chicago, IL 60602
(8) 2150 River Plaza Drive, Suite 400, Sacramento, CA 95833
(9) 4139 Oregon Pike, Ephrata, PA 17522
(10) 428 Dow Highway, Eliot, ME 03903
(11) 75 Arlington Street, 9th Floor, Boston, MA 02116

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
For possible action to approve award of Second Amendment to Agreement No. 100236-TF, Blanket Services Agreement for General Engineering Services - Department of Public Works - Award recommended to: VTN NEVADA ($100,000 - Various Funds) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $100,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This amendment provides for additional general engineering services for various projects related to the City's Capital Improvement program. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. VTN Nevada is located in Las Vegas, Nevada.

PCC: D. Collins
POC: James Thomas - (702) 873-7550

RECOMMENDATION:
That City Council approve award of Second Amendment to Agreement No. 100236-TF, Blanket Services Agreement for General Engineering Services to VTN Nevada in the amount of $100,000 bringing the total Agreement amount to $649,000. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Second Amendment to Agreement No. 100236-TF
2. Certificate - Disclosure of Ownership/Principals

SECOND AMENDMENT

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 2016, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and VTN Nevada, a Corporation (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated June 16, 2010, (herein the "Agreement"), retaining the services of the Consultant for general engineering services on a project by project basis more fully described therein in connection with the improvements for various projects related to the City's Capital Improvement program (herein "Project") and, First Amendment dated February 9, 2015 for additional general engineering services and construction support services, and

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to increase the total compensation for two remaining task orders.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Contract:

1. No change to Exhibit "A" Scope of Services

2. No change to Exhibit "B" Required Submittals

3. No change to Exhibit "C" Performance Schedule

4. Exhibit "D-2" Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by $100,000 from $549,000 to $649,000.

5. No change to Exhibit "E" Additional Services

6. Exhibit "F-2" Key Personnel updated and attached

7. Exhibit "G-2" Disclosure of Ownership/Principals updated and attached

8. All other provisions of the Contract remain in force and effect.

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

CITY OF LAS VEGAS

By: _____
Yolanda C. Jones, C.P.M., CPPO Date
Manager, Purchasing and Contracts
"CITY"

VTN NEVADA

By: _____
James A. Thomas, P.E. Date
Vice President
"CONSULTANT"

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 6/1/16
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

EXHIBIT "F-2"

KEY PERSONNEL LIST

CITY PERSONNEL

CITY REPRESENTATIVE for this Blanket Agreement: **Anita M. Marquez, P.E.**

CITY REPRESENTATIVE for each subsequent Project Task Order: As stated in each Project Task Order.

CONSULTANT'S PROJECT STAFF

Unless stated otherwise in the Project Task Order, the following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes require City approval.

CONSULTANT REPRESENTATIVE: James A. Thomas

ENGINEER OF RECORD: Robert Hosea, PE, PTOE

PROJECT MANAGER: Lambdin Lauvao, PE

TECHNICIAN/CADD: Nicholas DeRosa

CLERICAL: Tiffani Gulbransen

CONSULTANT'S SUBCONSULTANTS

Unless stated otherwise in the Project Task Order, the following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

None.

END OF EXHIBIT "F"

EXHIBIT "G-2"

CERTIFICATE-DISCLOSURE OF OWNERSHIP/PRINCIPALS

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: VTN Nevada	**Services for:**
Address: 2727 S. Rainbow Blvd. Las Vegas, NV 89146	
Telephone: 702-873-7550	**Project Number:**
EIN or DUNS : 88-0087383	

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.	Gene D. Krametbauer / President	2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
2.	James A. Thomas / Vice President	2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
3.	Robert C. Hosea, III / Principal	2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
4.	Anthony Zicari / Principal	2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
5.	David Edwards / Principal	2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

Name

4-13-16
Date

Subscribed and sworn to before me this 13th day of April, 2016

Notary Public

TAMMY HOLT
Notary Public State of Nevada
No. 12-8194-1
My appt. exp. June 7, 2016

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
For possible action to approve award of Contract No. 160225-JH, Prime Design Services Contract for Gowan North - El Capitan Branch, Lone Mountain Road to Ann Road - Department of Public Works - Award recommended to: GCW, INC. ($645,000 - Road and Flood Capital Projects Fund) - Clark County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $645,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract provides for civil engineering services for the design of Clark County Regional Flood Control District project to providing 5,400 linear feet of reinforced concrete box storm drain within El Capitan Way from Lone Mountain Road to Ann Road including storm drain lateral and drop inlets at roadway intersections along the corridor. Award of this contract is recommended by the City of Las Vegas consultant selection committee based upon the 2014 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. GCW, Inc. is located in Las Vegas, Nevada.

PCC: J. Hill POC: Tim McCoy, P.E. - (702) 804-2000

RECOMMENDATION:
That City Council approve award of Contract No. 160225-JH, Prime Design Services Contract for Gowan North - El Capitan Branch, Lone Mountain Road to Ann Road to GCW, Inc. in the amount of $645,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 160225-JH
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES CONTRACT
FOR
GOWAN NORTH – EL CAPITAN BRANCH, LONE MOUNTAIN ROAD TO ANN ROAD

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **333 North Rancho Drive, Las Vegas, Nevada 89106**, and **GCW, Inc.**, (the "Consultant"), a **Corporation organized and existing under the State of Nevada**, whose address **is1555 South Rainbow Boulevard, Las Vegas, Nevada 89146.**

W I T N E S S E T H:

WHEREAS, the City intends to construct the **Gowan North – El Capitan Branch, Lone Mountain Road to Ann Road** (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

3.02 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT CONTRACT

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

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

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

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

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

SECTION SIX
TERM OF CONTRACT

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

6.02 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Contract or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Contract or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

pursuant to invoices submitted in accordance with Section 7.04 of this Contract.

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Contract. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Contract in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

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

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Contract shall be maintained for three (3) years after the date of the final payment for the services under this Contract. In addition, those records and other documents

which relate to any arbitration, litigation or the settlement of any claim arising out of this Contract, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant any

additional cost of completing this Agreement. In the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within thirty (30) days of invoicing by the City,

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

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

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

10.04 *Ownership of Documents.*

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

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

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

D. *Delivery of Documents.*

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

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

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

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

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

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

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

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

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

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

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates

indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

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

10.06 ***Indemnity.***

A. ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.
As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

B. ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

If the Consultant Parties are adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid by the Consultant to the Owner, as reimbursement for the attorney's fees and costs incurred by the Owner in defending the Professional Liability Claims, in an amount proportionate to the liability of the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.20 *Claim or Dispute Resolution.*

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

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

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

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

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

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

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

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

10.25 ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of June 17, 2015.

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

CITY OF LAS VEGAS

By_____
Yolanda Jones, Manager, Purchasing & Contracts

CONSULTANT

By_____
Ryan R. Belsick, P.E, GCW, Inc.

ATTEST

_____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 5/24/16
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

The Consultant will provide civil engineering services for the design of Clark County Regional Flood Control District (CCRFCD) Project Gowan North El Capitan Branch – Lone Mountain Road to Ann Road – Facility IDs GOEC 0000, 0026, 0051, and 0076.

The Project consists of approximately 5,400 linear feet of reinforced concrete box (RCB) storm drain within El Capitan Way from Lone Mountain Road to Ann Road, including storm drain laterals and drop inlets at roadway intersections along the corridor. The storm drain will tie into the existing system at Lone Mountain Road and will extend through the Ann Road intersection.

Proposed improvements will include manholes, laterals, drop inlets, transition into an existing RCB storm drain stub at the downstream connection, and a stub at the northern terminus at Ann Road for future extension north of Ann Road. The scope of services will generally consist of the preparation of a hydrologic analysis and drainage report, plans, specifications and a construction cost estimate for proposed improvements.

100.2 Construction Cost Budget

100.2.1 "Construction Cost Budget" as used herein means the monetary limit established by the City for construction of the Project which limit includes the cost of the Contractor's labor, materials, equipment, expenses, overhead and profit, but excludes the Project's soft costs, cost of change orders and other cost impacts encountered after award of the construction contract.

100.2.2 **Construction Cost Budget: To Be Determined**

100.3 Project Contact Information

100.3.1 The City Engineer or their authorized representative is hereby designated as the City's Representative with respect to this Contract. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. All inquiries concerning the project should be directed to the City Engineer or his authorized representative and the Consultant should not contact internal units of the City unless directed to do so. This policy is effective throughout the life of the project.

100.3.2 The Consultant's Representative is hereby designated as the Consultant's Project Manager listed in Exhibit "F", who shall be responsible for the services required under this Contract. All of the services specified by this Contract shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Contract for default.

100.4 Plan Control and Standards

100.4.1 All plans, designs, specifications and estimates shall conform to the City standard practices, which are based on the latest edition of the following documents:

100.4.1.1 Policy on Geometric Design of Highways and Streets (AASHTO)
100.4.1.2 Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
100.4.1.3 Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
100.4.1.4 Regional Transportation Commission of Southern Nevada Policies and Procedures
100.4.1.5 Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction

100.4.1.6 Manual on Uniform Traffic Control Devices
100.4.1.7 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
100.4.1.8 Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
100.4.1.9 Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
100.4.1.10 Las Vegas Valley Water District (LVVWD) Rules and Regulations
100.4.1.11 Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
100.4.1.12 Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
100.4.1.13 Freeway and Arterial System of Transportation (FAST) standards
100.4.1.14 National Association of City Transportation Officials – Urban Bikeway Design Guide & Urban Street Design Guide
100.4.1.15 AASHTO LRFD Bridge Design Specifications

100.4.2 The design criteria for the following agencies will also be adhered to: City of Las Vegas Sanitary Sewer Planning, Traffic Engineering, and Flood Control; Clark County Regional Flood Control District ("CCRFCD"); Regional Transportation Commission of Southern Nevada ("RTC"), Nevada Department of Transportation ("NDOT"); Las Vegas Valley Water District ("LVVWD"); and local utility providers.

100.5 Changes to Scope of Services

100.5.1 If increased scope or workload is encountered, the Consultant is to notify the City in writing and receive written confirmation to proceed prior to the performance of any work related to the increased scope or workload.

100.5.2 The City Engineer or their authorized representative may at any time, only by written order, make changes which may result in an increase or decrease in the services to be performed by the Consultant. If the changes requested by the City cause an increase or decrease in the cost or time required to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the time of performance under Section Eight, or both, and this Contract shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. Failure to assert such claim within the time limit provided herein shall constitute a waiver of any right to seek any equitable adjustment in compensation with respect to that change.

100.6 Responsibilities of the Consultant

100.6.1 The Consultant shall provide a set of Plans and Special Provisions, for the project described in Section 100.1.1, that are whole and complete, technically accurate, biddable and constructible, meeting the City's reasonable needs and expectations. All design, re-design, coordination, permitting, quality control review, meeting attendance, bid phase assistance, travel, reproduction, computer use or similar items that could reasonably be anticipated which are not limited or excluded elsewhere in this contract or listed specially in additional services, shall be provided by the Consultant for the basic services fee agreed to herein whether they are specifically listed in this scope of services or not.

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

100.6.3 The Consultant and his sub-consultants at all tiers agree to maintain copies of the latest version of each drawing, specification section, calculation, map, survey, report, and other project document prepared under this Agreement, in a secure off-site location and to restore these documents upon need and to provide them to the City upon request. This backup obligation shall begin upon notice to proceed and extend continuously until one year after final payment of this Agreement has been made.

100.6.4 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than two suitable brand names/model numbers are commercially available state "or approved equal" and provide required documentation per NRS requirements to support single source selection.

100.6.5 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all design review comments, and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

100.6.6 The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant.

100.6.7 The Consultant shall ensure that the new design work contains no asbestos containing building materials of any kind without approval of the Engineer.

100.6.8 The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to the City shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between Consultant and subconsultant documents. Vague references to project requirements on other discipline's plans shall not be permitted. Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number or specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

100.6.9 The professional services to be rendered by the Consultant under this Contract shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances, and any other applicable Federal, state and local acts, rules, laws or regulations. Additionally, projects shall be in conformance with the "Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way", available at: http://www.access-board.gov. In the event the consultant is not able to comply with these standards a "PROWAG design exception memorandum shall be prepared as required in the project submittals.

100.6.10 All work, including but not limited to drawings, specifications, and calculations, shall be provided by the Consultant for each and every part of the Project. When complying with NRS 338.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with the City and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid documents. Should the contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's effect on the documents and the construction shall be borne by the contractor, except that the Consultant shall have the duty to cooperate with the contractor in reviewing the proposal for design compliance (including the contractor provided structural calculations) and providing revisions to the Consultant's documents as required to accommodate the proposed change. Such revisions to the Consultant's documents may be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the contractor by change order.

100.6.11 The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Special Provisions", incorporated herein by reference, into the Contract Documents prepared for bidding for the Project covered by this Contract. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant acknowledges familiarity with the City's standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Contract.

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

100.6.13 CMAR Coordination. If the Project utilizes the Construction Manager at Risk (CMAR) delivery method, the Consultant shall coordinate and cooperate as necessary for the CMAR to provide their scope of preconstruction services for the Project.

100.6.14 Photos. The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of this Contract. Photographs of the Project taken by the Consultant after final Consultant payment will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

100.6.15 **Plan and Special Provision Production and Submission**

100.6.15.1 All Drawings shall be prepared using Autodesk's AutoCAD Civil 3D version 2013 or newer in accordance with current City of Las Vegas CAD standards.

The design process used to generate the construction documents for the system will be three dimensional, which means that all finite elements will have an x, y, and z coordinate. The improvement plans for the project will be produced using AutoCAD Civil 3D objects:

100.6.15.1.1 The aerial topography will be converted to a three-dimensional surface of the existing topography

100.6.15.1.2 The system, including sewer, storm drain laterals, will be designed using Pipe Networks resulting in a fully three-dimensional (3-D) model of the proposed system

100.6.15.1.3 Crossings of the sewer and storm drain system by existing utilities will be included in the 3-D model and based on pothole data
100.6.15.1.4 Proposed relocations of water and sewer will be designed three-dimensionally using Pipe Networks
100.6.15.1.5 Grading of any channel or roadway-type structures will be performed using Corridors to produce a 3-D model
100.6.15.1.6 Three-dimensional grading where more site specific information is required will be accomplished using Feature Lines
100.6.15.1.7 Surface elements of the design will be designed three-dimensionally
100.6.15.1.8 Field survey of the existing utilities, structures, field shots, and supplemental survey (locations and elevations) will be incorporated into the 3-D surface of the existing topography

Specifications shall be prepared in City standard format using the software program Microsoft Word 2007 or newer release. The use of any other software for plan or specifications production requires prior written approval from the City's Representative.

100.6.15.2 All drawing submittals, except the final submittal, submitted by the Consultant will be printed on white bond paper. The final construction drawings will be printed on 4 mil, double matte mylar. All full size reproducible copies will be on 24" x 36" sheets and all half size reproducible copies shall be on 11"x17" sheets (representing true half size of the full size plans). Consideration shall be given to legibility of hatching and shading for reproduction of all sizes of plans. **Plans that do not meet these requirements will not be accepted. Submittals shall be accompanied by all associated electronic files.**

100.6.15.3 Special Provision format will follow the City standard provided to the Consultant. Special Provisions shall be stamped and signed by the appropriate design professional. Special Provisions that do not meet these requirements will not be accepted.

100.6.15.4 For each design submittal, the Consultant will submit electronic files of the AutoCAD files, including drawings and data files, and an Adobe Portable Document Format (PDF) file, 11"x17" print size, for each plan sheet submitted. For the 30% Submittal, Adobe PDF files will only be required for the Design Report and will not be required for the roll plot submittal. In addition, the Consultant will submit electronic files of the Special Provisions in Microsoft Word format and one comprehensive Adobe PDF file, with appropriate formatting, of the entire set of Special Provisions. All electronic files shall be submitted on either a CD-ROM, DVD disk, or other electronic media that can be read by any industry standard hardware. **If electronic files are not submitted with the hard copy design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected, all costs for the resubmittal shall be borne by the Consultant.**

100.6.15.5 Prior to any electronic submittal, the Consultant shall, using commercially available software with current virus definitions, certify that electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and re-submittal and shall not be released from submittal requirements.

100.6.16 Cost Estimates

100.6.16.1 The Consultant shall prepare and provide a detailed Construction Cost Estimate with each submittal. The cost estimate shall be prepared in CSI UniFormat II style or as otherwise directed by the City using the software program Microsoft Excel 2000 or newer release. The Consultant will provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. The Consultant will reconcile each successive estimate to the one provided at the preceding submittal. The Consultant shall incorporate appropriate contingencies based on the completed level of design. **If the cost estimate is not included in the design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.**

100.6.17 Construction Change Orders

The City has a formal construction contract change order approval process. Proposed construction change orders are negotiated and reviewed by City Engineering and Construction Management staff (and the construction management consultant when one has been retained). Construction change orders are then reviewed for approval by the City Change Order Committee. Part of that approval process will be checking a box on the Change Order Tracking Form indicating the reason for the construction change order based on information available to the committee at that time. If the construction change order appears to relate to a consultant design deficiency then either the Reason Code box "E&O Value" or "E&O No Value" will be checked. "E&O" value will be checked if it appears the apparent design deficiency results in added cost to the project but all, or a substantial part, of that cost would have been incurred in the original bid if the deficiency did not exist. "E&O No Value" will be checked if it appears that little or no cost to the project would have occurred if the deficiency did not exist. The City may use this data, as well as any other relevant data, in exercising its rights under this Contract to seek

compensation for Consultant errors and omissions.

The City will make reasonable efforts to copy all approved construction change orders (with the tracking form included) and construction change directives to the consultant In order to provide the consultant an opportunity to prevent similar instances from occurring on future projects, to allow the consultant to review the potential for similar instances to occur during the progress of this project (and to work with City and Contractor to minimize the potential for future financial impacts when possible regardless of the reason code box checked) and to give advance notice to Consultant to prepare for potential financial impacts to the Consultant and/or for the Consultant to provide documentation to the City as whether the appropriate reason code box has been checked.

There may, at times, be a benefit for the consultant to review construction change orders or construction change directives prior to final negotiation and approval. This could provide the consultant with an opportunity, prior to finalization, to determine that a proposed construction change order or construction change directive may be excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of codes, laws and regulations. Therefore the City will make reasonable efforts to notify the consultant of possible construction change orders or construction change directives prior to final negotiation and approval. And to, when appropriate, request the consultant to sign acknowledgement and concurrence on the final construction change order or construction change directive or to make formal revisions to the plans and/or specifications. However, given time constraints and the need to limit Contractor delay claims (that can often quickly exceed the cost of the construction change order), advance notice to the consultant is not always possible or practical. And, in fact, potential construction change order work, including force account work, is sometimes allowed to proceed prior to any construction change order being drafted or reason code applied by City.

100.6.18 **The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described in the following sections:**

Upon written agreement with both parties an intermediate design submittal may be changed in definition of percentage complete without change to the basic service fee amounts (for example changing the 70% submittal to a 50% submittal). The written agreement would detail any resulting change in billing schedule. Should an additional submittal be requested by the City (for example adding a 50% submittal in addition to a 30% and a 90% submittal) this work would be paid for in accordance with Section 3.01, 3.02 and 7.02 of this Contract.

100.6.18.1 Article 101 – Preliminary and General Items
100.6.18.2 Article 102 – 30% Design Phase
100.6.18.3 Article 103 – 70% Design Phase
100.6.18.4 Article 104 – 90% Design Phase
100.6.18.5 Article 105 – 100% Design Phase
100.6.18.6 Article 106 – Bid Phase
100.6.18.7 Article 107 – Construction Phase
100.6.18.8 Article 108 – Post Construction Phase

100.7 **Responsibilities of the City**

100.7.1 **The City shall be responsible for the following:**

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

100.7.1.2 Access arrangements for the Consultant to enter upon City owned property as required to perform their services.

100.7.1.3 Acquire any property, authorizations to enter property, easements, or other project rights required to construct the Project

100.7.1.4 Provide and conduct bidding activities, including printing and distribution of bid and construction documents, except as specifically required to be provided by the Consultant in this Scope of Work

100.7.2 **The City's Review Process**

100.7.2.1 Upon receipt of any documents or electronic files furnished by the Consultant, the City Representative shall conduct a preliminary review

of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate for each service phase submitted. The decision by the City Representative in this matter shall be final.

100.7.2.2 If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents or files remain insufficient, inadequate, or incomplete, the City may: (i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents that are sufficient, adequate and complete in the discretion of the City Representative for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

100.7.2.3 The City's review period in the Project Schedule shall not begin until the City Representative determines that the documents or files presented by Consultant fully comply with the requirements. After the City Representative determines that the documents or files comply with such requirements, the City shall begin a review of the documents.

100.7.2.4 After the City reviews the documents, one or several set(s) of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set(s) with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

101.1.1 Project management will include work necessary for communication and completion of the project tasks on time and within budget. The Consultant's Project Manager or their primary duties will not be reassigned without the written consent of the City's Project Manager. The Consultant's staff will have the training and expertise necessary for the work tasks to which they are assigned.

101.1.2 The Consultant will provide invoices in the standard format provided by the City's Representative. Invoices will be accompanied by a cover letter explaining the general status of the project, including at a minimum the work completed to date, the anticipated remaining efforts and required schedule changes; progress report form; supporting data for direct expenses (when specified expenses are allowed per Exhibit D, herein); and an updated project status report reflecting Scope of Work activities identified by the City Representative.

101.1.3 On a weekly basis, or a time frame approved by the City's Representative, the Consultant's Project Manager will update the City Representative with regards to the status of the project schedule, budget and general status/progress. This task is in addition to Design Progress Meetings and may be performed in a phone, email or mailed correspondence as approved by the City Representative.

101.2 Kick-Off Meeting and Design Progress Meetings

101.2.1 Consultant shall prepare an agenda and schedule and attend a kick-off meeting with the City and other agencies as required within ten calendar days of the issuance of the Notice to Proceed. This meeting will be held to review the scope of work, discuss data and information provided by the City, review the project schedule (prepared by the Consultant using Microsoft Project or software approved by the City's Representative), introduce key personnel, establish lines of communications and clarify the City's and other government agency requirements for the Project, and identify any missing data and information necessary to proceed with the Project. Within five business days following the kick-off meeting, the Consultant will prepare and distribute draft meeting minutes to the City's Project Manager and meeting attendees (an e-mail to the City's Representative of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative.

101.2.2 Deliverables: Project Kick-Off Meeting Agenda and copies for distribution at Kick-Off Meeting; Project Kick-Off Meeting Minutes.

101.2.3 Consultant shall attend approximately [12] progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the

progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

101.2.4 Deliverables: Design Progress Meeting Agenda and copies for distribution at Design Progress Meetings; Design Progress Meeting Minutes.

101.3 **Utility and Agency Coordination**

101.3.1 Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project throughout the duration of the project, this includes attendance to all related meetings. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. The Consultant shall perform Subsurface Utility Engineering (SUE) as identified herein, identify potential utility conflicts and meet with the affected utilities to ensure timely resolutions for the utilities conflicts. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

101.3.1.1 Clark County Regional Flood Control District ("CCRFCD")
101.3.1.2 Clark County Department of Public Works
101.3.1.3 City of Las Vegas work groups, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Operations and Maintenance, and Land Development
101.3.1.4 Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")
101.3.1.5 Freeway and Arterial System of Transportation ("FAST")
101.3.1.6 Utility providers, including but not limited to, NV Energy Transmission and Distribution, Century Link, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable, other fiber optic and communication carriers
101.3.1.7 Nevada Department of Transportation ("NDOT") and
101.3.1.8 Other local and state agencies as required.

101.3.2 The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.

101.3.2.1 Preparation of minor utility relocation plans, by the Consultant and coordination for incorporation of those prepared by the Utility Companies themselves, that were anticipated by the Consultant, or reasonably should have been, at the time of this Contract shall be considered incidental to this task and no other applicable design tasks.

101.3.2.2 Coordination with utilities, incorporation of utility plans, and preparation of designs by the Consultant in relation to new services, connections for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines) that were anticipated by the Consultant, or reasonably should have been, at the time of this Contract shall be considered incidental to this task and no other applicable design tasks.

101.3.2.3 Nothing in this section shall be construed as preventing this Exhibit "A" from specifically detailing the Consultant's scope for anticipated minor utility relocations and/or new service connections with individual tasks identified and associated man hours and costs shown in Exhibit "D" when warranted.

101.3.3 The Consultant shall coordinate with the City of Las Vegas' Land Development Services Section for current projects, encroachment agreements, covenants running with the land and any other mapping that may have an impact on the project.

101.3.4 The Consultant shall submit design plans for review from the various utility companies for the 30%, 70%, 90% and Pre-Final submittals.

101.3.5 The Consultant shall submit design plans for review and obtain approval signatures from the various utility companies on final mylar prints prior to submitting to the City of Las Vegas.

101.3.6 Consultant shall notify the City of any required utility, application, permit and review fees, which will be paid for by the City.

101.3.7 The City's Representative shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

101.3.8 City Engineer's Office is NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the City Engineer's Office, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Department of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer's Office does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer's Office. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

101.3.9 Deliverables: Project Plans to be sent to the Utility Companies at each design level (30%, 70%, 90% and 100%); and final mylar's with impacted utilities approval signatures.

101.4 Project Permits

101.4.1 Consultant shall identify all permits needed for the Project. Consultant shall prepare all correspondences and permit applications for the regulating agencies and assist the City in obtaining required permits.

101.4.2 The following permits are anticipated for this project :

101.4.2.1 Clark County Encroachment Permit

101.4.2.2

101.4.3 During the design process, the Consultant shall provide a permit matrix which will determine the permits needed for the Project. A summary matrix of required permits shall be prepared by the Consultant and included in the Design Report. Any required permits not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

101.4.4 Deliverables: Matrix of required permits; correspondence; preparation of permit applications.

101.5 Community Notification and Engagement

101.5.1 Consultant shall follow the Level 2 notification process. A Level 2 is defined as projects that will have a moderate impact on the surrounding community. Examples of projects like thee may be new fire stations, sanitary sewer rehabilitation projects and bus stop turnouts.. The Consultant shall perform or assist in the performance of the tasks listed in 105.2.1 and 105.2.2 as applicable.

101.5.2 Notification process levels. Each level includes all items in the previous level.

101.5.2.1 Level 1

101.5.2.1.1 Complete Engagement Plan Checklist

101.5.2.1.2 Notification of corresponding elected officials at 30% design and at construction contract award – consultant to prepare exhibits, schedules, etc.

101.5.2.1.3 News Release 1 week prior to construction-consultant to prepare any necessary exhibits

101.5.2.1.4 Fact Sheet and database of stakeholders (minimum to include adjacent property owners and tenants)

101.5.2.1.5 Letter, notice, or flyer mailed or delivered in person to property owners that are immediately adjacent to the project 3 weeks prior to construction-consultant to work with contractor in preparing exhibits, etc.

101.5.2.1.6 Signs/traffic barricades with project info including name/number of contact person

101.5.2.2 Level 2

101.5.2.2.1 Development of Community Notifications Plan-consultant to work with city staff to prepared exhibits, schedules, displays, etc.

101.5.2.2.2 News release 1 week prior to any significant changes in traffic control

101.5.2.2.3 Letter, notice, or flyer mailed or delivered in person to adjacent property owners and tenants and those within 1000' of the project limits 3 weeks prior to construction-consultant to work with contractor in preparing exhibits, etc.

101.5.2.2.4 Specialty signage tailored to specific businesses – eg 'Open for Business', entrance locations, alternate parking locations. Consultant to prepared exhibits during the development of the design as needs are identified

101.5.2.2.5 Public information meeting at 70% design-consultant shall prepares exhibits and attend 1 meeting

101.5.2.3 Level 3

101.5.2.3.1 Notification of corresponding elected officials at 70% design- consultant to prepare exhibits, and schedules.

101.5.2.3.2 Letter, notice, or flyer mailed or delivered in person to adjacent property owners and tenants and those within 1500' of the project limits 3 weeks prior to construction – Consider addition of impacted schools and properties of note as needed-consultant to work with contractor in preparing exhibits.

101.5.2.3.3 Public feedback meeting at 30%-consultant shall prepares exhibits and attend meeting

101.5.2.3.4 Individual property/business owner meetings-consultant shall prepares exhibits and attend five (5) meetings

101.5.2.3.5 City may provide a public outreach communications facilitator. This decision to be made by City Engineer or above and will be based on project scope and stakeholders. Consultant will work with facilitator in the preparation of exhibits, schedules, and attend meetings.

101.5.2.4 Level 4

101.5.2.4.1 CIP project selection process to include all stakeholder input prior to project scoping. Potential invitees include O&M, Parks and Recreation and the Council Office representing the Ward in which the project is located-consultant shall prepares exhibits and attend meeting

101.5.2.4.2 Public scoping meeting at or before 15% design to gather input on proposed project scope and community desired outcomes scoping meeting at or before 15% design to gather input on proposed project scope and community desired outcomes

Public Meeting prior to start of construction: If the last public meeting was >18 months prior to construction, consider holding another prior to finalizing plans/bidding to inform neighbors of pending construction

101.6 Section 8 Analysis and USACE 404 Permit

101.6.1 The Consultant shall prepare a Section 8 Report evaluating CCRFCD facilities within the project limits to satisfy requirements of the Supplemental Final Environmental Impact Statement (SEIS) for the CCRFCD Master Plan. Project specific procedures include NEPA-based decision processes to assess the potential site-specific impacts associated with a particular facility. The Section 8 Report includes a Phase I Preliminary Site Assessment. Additionally, the Consultant shall prepare an initial screening report to determine if jurisdictional waters are present in the project area. If jurisdictional waters are determined to be present then The Jurisdictional Determination report and 4345 Permit Application will be submitted to the USACE. The project will be eligible for approval under Regional General Permit #7. The USACE 404 permit will be considered an Additional Service.

ARTICLE 102: 30% DESIGN PHASE

102.1 Survey

102.1.1 Horizontal Control. The official horizontal coordinate system of the City of Las Vegas is the Nevada Coordinate Reference System (NCRS). The appropriate NCRS zone is dependent on the geographic location of the project and should be determined prior to any surveying activities. The official geodetic datum and current reference frame of the City of Las Vegas is NAD 83 (2011) epoch 2010.0. The use of any other reference frame will require approval of the City Surveyor. For detailed information on the NCRS contact the City of Las Vegas' Survey Section.

102.1.2 Vertical Control. All vertical control is to be established using benchmarks included in the City of Las Vegas Vertical Control Network. The official datum of the City of Las Vegas is NAVD 88. Only elevation values currently published as the "City of Las Vegas 2008 Adjustment" are to be used. The use of a prior Vertical Control Network adjustment will require approval of the City Surveyor.

102.1.3 Control Survey. Perform control survey to establish adequate control for all boundary location and topographic mapping necessary for the limits and purpose of the project. Existing monuments within the project limits and control panels set for the purpose of aerial mapping will be incorporated into the control survey.

102.1.4 Boundary Survey. Boundary surveys are to be performed to adequately establish roadway alignments, right-of-way lines, property lines and easement lines necessary for the limits and purpose of the project. Complete research of existing recorded maps, surveys, land records, and other pertinent records shall be performed.

102.1.5 Record of Survey. The Consultant shall provide a Record of Survey to be reviewed by the City of Las Vegas' City Surveyor. The Record of Survey will show all pertinent information from the control and boundary surveys so as to show the project's location relative to existing roadway alignments, right-of-way lines and found survey monuments. The City Surveyor must approve the Record of Survey prior to recordation with the Clark County Recorder. **The City will not accept the 30% design submittal unless the Record of Survey is formally submitted and approved in writing by the City Surveyor.**

102.1.5.1 Deliverables. The Consultant shall submit three (3) copies of the Record of Survey to the City. Consultant shall record the "approved" Record of Survey with the Clark County Recorder.

102.1.6 Survey Control Plan. A Survey Control Plan shall be included in the plan set to show all elements included in the Record of Survey. An "embedded" Record of Survey is acceptable. All Survey Control Plans must be stamped by a Nevada licensed Professional Land Surveyor (PLS) per NAC 625. A separate Horizontal Control Plan showing proposed project geometry may be utilized in the plan set stamped by a Nevada licensed Professional Engineer (PE) per NAC 625.

102.1.7 Survey Monument Inventory. All survey monuments within or adjacent to the limits of proposed construction activities shall be clearly identified on the plan and profile sheets (or demolition/removal sheets when applicable), to aid in the preservation and replacement of survey monuments during construction. Survey monumentation displaced, disturbed, and/or missing within the project limits shall be identified for replacement as a part of the Project Contract Documents in accordance with the City of Las Vegas Unified Development Code.

102.1.8 Design Topographic Survey. Aerial surveys and conventional field surveys of all surface features within the project limits will be used to develop engineering base drawings and digital terrain models (DTM). Survey limits shall extend a minimum of 150 feet in each direction past the curb returns at all major cross streets, 100 feet at minor cross streets. Aerial mapping specifications are to include a minimum mapping scale of one inch equals forty feet and a minimum contour interval of one foot. Consultant shall perform adequate conventional field surveying to verify aerial survey accuracy. Consultant shall compile 2D planimetrics of all topographic features within project limits utilizing all applicable aerial and conventional field survey data within project limits. Consultant shall produce an existing ground DTM (in a Civil 3D Surface format) utilizing all applicable aerial and conventional field survey data within project limits. Consultant shall perform field inspection of aerial survey data to ensure inclusion and proper identification of surface features, as well as confirming data reflects current conditions. In the event that aerial survey data is insufficient in particular areas to complete design topographic survey tasks as listed above, the consultant shall conduct supplemental conventional field survey and update the surface where necessary.

102.1.8.1 Topographic Features. The following surface features within the project limits are to be included (but not limited to): curb, gutter, sidewalk, edge of pavement, driveways, handicap ramps, parking, walls, fences, buildings, vegetation, signs, traffic markings, manholes, vaults, pullboxes, pedestals, utility poles, overhead lines, catch basins and other surface indications of subsurface utilities. Sewer manholes, storm drain manholes, catch basins and water valves are to be measured at and below the surface. Appropriate survey methods are to be used to obtain elevations of sewer and drainage improvements.

102.1.8.2 The Consultant will coordinate any required private property access with the City's Representative.

102.2 Right-of-Way

102.2.1 Consultant will use the City's Right-of-Way Plats, Title Reports that the City has on file, Parcel Maps, Records of Survey, plats and any other documentation necessary to identify and establish the right-of-way limits. Consultant will establish existing property lines and label all lots with the current owners name and APN and encumbrances in areas where right-of-way is to be acquired. Consultant will identify any additional right-of-way to be acquired. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements. For all right-of-way which must be acquired, Consultant shall prepare deeds and legal descriptions with property maps showing topographic areas, easements and vesting. Consultant shall coordinate with the City's Right-of-Way Section in the preparation of a right-of-way property schedule (all rights to be obtained or vacated, easements, rights of entry, construction easements as well as current status of the City's acquisitions) and regularly review and redline this schedule as to current status in coordination with the City's Right-of-Way Section. Where existing property is to be disturbed by construction, Consultant shall prepare 8 ½" X 11" exhibits to be sent to affected property owners showing the location of Authorization to Enter Property (AEP) and the nature of the construction.

New Title Reports will be required for the project and the City shall obtain them. The Consultant will review the Title Reports and incorporate the information into the survey control and right-of-way plans.

102.2.2 Based on the 30% design, the Consultant will identify any additional right-of-way, including permanent right of way and easements and authorizations to enter property ("AEP") to be acquired. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2000 format in the format provided by the City Representative. During the 30% design review, the City will work with the Consultant to finalize project right-of-way requirements.

102.2.3 30% Submittal. Consultant shall prepare exhibits with an appropriate scale, that shall show schematically the project and identify all existing right-of-way and existing easements. Areas identified (preliminarily) for proposed right-of-way acquisition shall be shown on the exhibit and differentiated from existing right-of-way by color coding. In addition, Consultant shall provide an example format of right-of-way legal descriptions and AEP exhibit format for review. These exhibits and example formats shall be included with the 30% design submittal.

102.2.4 70% Submittal. Consultant shall prepare exhibits with an appropriate scale, that shall show all needed right-of-way, easements, AEP's, etc. at the 70% design level. The Consultant shall provide legal descriptions as needed for all right-of-way easements, etc. that are required. The Consultant shall update the right-of-way property schedule, outlined in 102.2.1, to create an acquisition status table showing parcel numbers, acquisition type, acquisition status, property owner and contact information.

102.2.5 90% Submittal. Consultant shall update the exhibits showing the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review.

102.2.6 100% Submittal. Consultant shall update the exhibits to show the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review. Consultant shall clearly identify, in the acquisition table, any right-of-way, easements or AEP's that have not been acquired and an explanation for not having acquired the right-of-way, easement or AEP.

102.2.7 Prior to Bid. Prior to bid the Consultant shall cross check the right-of-way map verses the acquisition table, verify existing property owner information and provide a letter summarizing the result of the check and identifying any right-of-way, easements or AEP's not yet acquired.

102.2.8 Deliverables: Exhibits at the 30%, 70%, 90% and 100% submittals as outlined in 102.2.3 through 102.2.6; Letter summarizing Right-of-Way, Easements and AEP status as outlined in 102.2.7.

102.3 Records Review, Information Research and Analysis of Data

102.3.1 Consultant shall review data and information from the City including assessor's maps, parcel maps, improvement plans, drainage studies, utility plans, geotechnical studies, aerial topographic mapping and land development mapping currently being processed by the City which will likely affect the Project. Consultant shall provide ongoing supplemental research of public records during Project development.

102.3.2 The Consultant will review all data collected to determine impact/significance with regard to the Project and incorporate useful information into the Project documents. The Consultant will also identify deficiencies in the data collected and make recommendations for additional information needed for the successful completion of the project.

102.3.3 The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in the development of the Project design. The Consultant will take pictures during the field investigation to document field conditions throughout the Project.

102.4 Subsurface Utility Engineering (SUE) Services

102.4.1 SUE Definitions

102.4.1.1 Subsurface Utility Engineering, or SUE: A branch of engineering practice that involves managing certain risks associated with utility mapping at appropriate quality levels, utility coordination, utility relocation design and coordination, utility condition assessment, communication of utility data to concerned parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design.

102.4.1.2 Utility Quality Level: A professional opinion of the quality and reliability of utility information. Such reliability is determined by the means and methods of the professional.

102.4.1.3 CI/ASCE 38-02: "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," American Society of Civil Engineers, 2003.

102.4.1.4 QL-D: Quality Level D as further described herein. QL-D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall "feel" for the congestion of utilities, but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities.

102.4.1.5 QL-C: Quality Level C as further described herein. QL-C is probably the most commonly used level of information. It involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

102.4.1.6 QL-B: Quality Level B as further described herein. QL-B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. This activity is called "designating". The information obtained in this manner is surveyed to project control. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references. The proper selection and application of surface geophysical techniques for

achieving QL-B data is critical. Information provided by QL-B can enable the accomplishment of preliminary engineering goals. Decisions regarding location of storm drainage systems, footers, foundations and other design features can be made to successfully avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations.

102.4.1.7 QL-A: Quality Level A as further described herein. QL-A, also known as "locating", is the highest level of accuracy presently available and involves the full use of the subsurface utility engineering services. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and also provides the type, size, condition, material and other characteristics of features.

102.4.2 Work Standards

102.4.2.1 Except as may be modified or specified herein, or otherwise approved by CLV, the collection and depiction of information, and any required submittals, shall conform to the applicable provisions of CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." A copy of CI/ASCE 38-02 may be ordered from the American Society of Civil Engineers at www.asce.org.

102.4.2.2 It is intended that this Scope of Work be construed harmoniously with CI/ASCE 38-02; however, in the event of conflict, the provisions of this Scope of Work shall take precedence.

102.4.2.3 For utilities that are concrete encased, Consultant will require the pothole sub-consultant to perform two potholes: one to identify the top of the encasement and one to identify the bottom of the encasement. The two potholes will be performed on either side of the encasement to determine the width of the encasement.

102.4.2.4 Consultant shall provide full-time inspection and required during the pothole process to confirm that the sub-consultant has accurately located and correctly identified the utilities to be investigated.

102.4.2.5 All surveying activities associated with SUE services as defined herein shall be conducted only by a Nevada Professional Land Surveyor.

102.4.3 Aerial or Ground-Mounted Utility Facilities

102.4.3.1 If specified by CLV, Quality Level D or C services as further described herein shall include records research, identification, surveying, correlation, and/or depiction of aerial or ground-mounted utilities, notwithstanding that such surface features may not be associated with an existing subsurface utility line or system.

102.4.4 Unknown Lines

102.4.4.1 If, when performing an assigned task, the Consultant detects line(s) of unknown function, status, or ownership, the Consultant shall obtain, record, and depict information on such line(s) to a quality level that is commensurate with that of the original assigned task.

102.4.5 "Call Before You Dig Markings"

102.4.5.1 All "Call Before You Dig" paint marks applied by utilities (in response to call-outs for utility potholing and geotechnical boring operations) will be field reviewed by the Consultant and compared to SUE Quality Level C and D information and SUE Quality Level A potholes when the pothole information becomes available. If the information indicates that any utility that was originally assumed to be outside of the Project improvement zone of influence may actually be within that zone then SUE Quality Level B or A will be performed as necessary to resolve the uncertainty.

102.4.6 Quality Level D Tasks

102.4.6.1 Conduct appropriate investigations (e.g., owner records, DOT records, UNCL records, County records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.

102.4.6.2 Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.

102.4.6.3 Review records for: evidence or indication of additional available records; duplicate or conflicting information; need for clarification.

102.4.6.4 Include records research, identification, and depiction of aerial or ground-mounted utility facilities in QL D tasks if specified (see "Aerial or Ground-Mounted Utility Facilities").

102.4.6.5 Transfer information on all involved utilities to appropriate plan sheets, electronic files, and/or other documents as required or directed by CLV.

102.4.6.6 Exercise professional judgment to resolve conflicting information.

102.4.6.7 For information depicted, indicate: utility type and ownership; date of depiction; quality level(s); end points of any utility data; line status (e.g., active, abandoned, out of service); line size and condition; number of jointly buried cables; and encasement.

102.4.7 Quality Level C Tasks (Inclusive of Quality Level D Tasks)

102.4.7.1 Perform tasks as described for QL D. There is no prescribed order in which QL D and C tasks must be performed.

102.4.7.2 Identify surface features, from project topographic data (if available) and from field observations, that are surface appurtenances of subsurface utilities.

102.4.7.3 Include survey and correlation of aerial or ground-mounted utility facilities in QL C tasks if specified (see "Aerial or Ground-Mounted

Utility Facilities").

102.4.7.4 Survey surface features of subsurface utility facilities or systems, if such features have not already been surveyed by a registered professional. If previously surveyed, check survey data for accuracy and completeness.

102.4.7.5 The survey shall also include (in addition to subsurface utility features visible at the ground surface): determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.

102.4.7.6 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

102.4.7.7 Update (or prepare) "Existing Utility Location Plan", plan sheets, electronic files, and/or other documents to reflect the integration of QL D and QL C information.

102.4.7.8 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

102.4.7.9 As appropriate, amend the indicated quality level of depicted information.

102.4.8 Quality Level B Tasks (Inclusive of Quality Level C Tasks)

102.4.8.1 Perform tasks as described for QL C. There is no prescribed order in which QL C and B tasks must be performed.

102.4.8.2 Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the specified project limits (to be determined after 30% design; Quality Level B task will be paid for by Additional Services), and/or to trace a particular utility line or system.

102.4.8.3 Based on an interpretation of data, mark the indications of utilities on the ground surface, for subsequent survey. Utilize paint or other method acceptable to CLV for marking of lines.

102.4.8.4 Utilize the uniform color code of the American Public Works Association for marking of utilities.

102.4.8.5 Unless otherwise directed, mark centerline of single-conduit lines, and outside edges of multi-conduit systems.

102.4.8.6 Unless otherwise approved, maintain horizontal accuracy of +/- 1.5 feet (450mm) in the marking of lines.

102.4.8.7 As an alternative to the physical marking of lines, the Consultant may, with CLV's approval, utilize other means of data collection, storage, retrieval, and reduction, that enables the correlation of surface geophysical data to the project's survey control.

102.4.8.8 Survey all markings that indicate the presence of a subsurface utility.

102.4.8.9 Perform surveys to a horizontal accuracy consistent with applicable CLV survey standards.

102.4.8.10 Reference surveys to the project's survey control.

102.4.8.11 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

102.4.8.12 Update (or prepare) "Existing Utility Location Plan", plan sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, and QL B information.

102.4.8.13 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

102.4.8.14 As appropriate, amend the indicated quality level of depicted information.

102.4.9 Quality Level A Tasks (Inclusive of Quality Level B Tasks)

102.4.9.1 Perform tasks as described for QL B. There is no prescribed order in which QL B and A tasks must be performed.

102.4.9.2 CLV may require QL A data where the precise horizontal and vertical location of utilities, obtained by exposure and survey of the utility at specific points, is needed for conflict assessment/resolution purposes.

102.4.9.3 The Consultant may recommend test locations based on the requirements of the project and on existing subsurface utility information.

102.4.9.4 When available, verifiable information on previously exposed and surveyed utilities (such as survey records during utility line construction) shall be furnished in lieu of new excavation, exposure, and survey at that same point, or at a suitable nearby point.

102.4.9.5 Otherwise, when utility lines must be exposed and surveyed at specified locations, the Consultant shall use minimally intrusive excavation techniques, acceptable to CLV, that ensure the safety of the excavation, the integrity of the utility line to be measured, and that of other lines which may be encountered during excavation.

102.4.9.6 Measure and/or record the following information on an appropriately formatted test hole data sheet that has been sealed and dated by the Consultant:

102.4.9.6.1 Elevation of top and/or bottom of the utility tied to the project datum, to a vertical accuracy of +/- 0.05 feet (15 mm).

102.4.9.6.2 For utilities that are concrete encased, identify the top of the encasement, the bottom of the encasement, and the width of the encasement.

102.4.9.6.3 Elevation of existing grade over utility at test hole.

102.4.9.6.4 Horizontal coordinates referenced to project coordinate datum, to a horizontal accuracy consistent with applicable CLV survey standards.

102.4.9.6.5 Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on the project plans.

102.4.9.6.6 Approximate centerline bearing of utility line.

102.4.9.6.7 Outside diameter of pipe, width of duct banks, and configuration of non-encased multi-conduit systems.

102.4.9.6.8 Utility structure material composition, when reasonably ascertainable.

102.4.9.6.9 Identity of benchmarks used to determine elevations.
102.4.9.6.10 Utility facility condition.
102.4.9.6.11 Pavement thickness and type when applicable.
102.4.9.6.12 Soil type and site conditions.
102.4.9.6.13 Identity of utility owner/operator.
102.4.9.6.14 Other pertinent information as is reasonably ascertainable from test hole.

102.4.9.7 Patching of potholes will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for potholing will be based on completed potholes and require proof of permit close out for said potholes.

102.4.9.8 A total of (30) potholes are anticipated to be performed for this Project. Additional utility potholing services not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

102.4.9.9 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

102.4.9.10 Update "Existing Utility Location Plan", plan/profile sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, QL B, and QL A information.

102.4.9.11 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

102.4.9.12 As appropriate, amend the indicated quality level of depicted information.

102.4.10 SUE Deliverables
102.4.10.1 Consultant shall prepare a separate "Existing Utility Location Plan" upon completion of QL C tasks and update thereafter which clearly depicts applicable SUE levels as outlined in CI/ASCE 38-02: "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," American Society of Civil Engineers, 2003. To show at a minimum:
102.4.10.1.1 Existing rights-of-way
102.4.10.1.2 Centerlines and control alignments
102.4.10.1.3 Easements
102.4.10.1.4 Existing topographical information
102.4.10.1.5 All utilities within the project limits
102.4.10.1.6 QL A test hole locations

102.4.10.2 Appropriately formatted test hole data sheets that have been sealed and dated by the Consultant as described in QL A tasks above to be included with the final plans.

102.4.10.3 Electronic drawing file of the "Existing Utility Location Plan" updated to the most current information at each regular submittal.

102.5 **Geotechnical Investigation** - The Consultant shall provide a Geotechnical Report as detailed below, the drafts of these reports will be included with the 30% Design Phase Submittal:

102.5.1 The Geotechnical Report is a compilation of geotechnical information about the Project site discovered during investigations. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Report shall be made available to bidders for informational purposes only. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

102.5.2 It is anticipated that the geotechnical report may include, but is not limited to the following:
102.5.2.1 Review pertinent background data, including in-house geotechnical data, readily available geotechnical reports, stereoscopic aerial photographs, published geologic maps, soils data, and literature.
102.5.2.2 Perform a site reconnaissance along the subject road alignments to evaluate the existing pavement conditions. Areas that exhibit significant pavement deterioration and cracking will be documented.
102.5.2.3 Perform laboratory testing on samples.
102.5.2.4 Identify the corrosive characteristics of the soil.
102.5.2.5 Locate ground water elevations at each of the borings if the groundwater level is above the bottom of the boring;
102.5.2.6 Identify caliche and cemented soil deposits depth and make recommendations for excavation methods.
102.5.2.7 Provide geotechnical recommendations for use in design of foundations, including allowable bearing capacity, passive pressure,

coefficient of friction and estimated settlements, lateral resistance of the soil, recommendations for lateral support, excavated slope stability and data on excavated materials encountered and groundwater levels.

102.5.2.8 Provide recommendation and definition for suitable and unsuitable materials.

102.5.2.9 Make recommendations for the treatment and/or removal of unsuitable bearing soils.

102.5.2.10 Make recommendations for trench safety during excavation.

102.5.2.11 Make recommendations for pavement section, excavation and backfill requirements for bedding, pipe zone, trench backfill, fill placement, suitability of existing soils for use as backfill materials and asphalt pavement.

102.5.2.12 Provide boring logs to include if any, existing pavement and base course thicknesses and subsurface materials compositions. Borings to be marked in the field and to be surveyed, field identified, and included in the plans.

102.5.2.13 Make recommendations for excavation and backfill requirements for bedding, pipe zone, trench backfill, asphalt pavement resurfacing and fill placement, suitability of existing soils for use as backfill materials. Make recommendation for cut/fill slopes and percent shrinkage for embankment.

102.5.2.14 Make recommendations for type of cement for concrete in contact with onsite soils, structural recommendations, and other conditions applicable to the Project.

102.5.2.15 Prepare a hydro-geological report in areas where shallow groundwater is discovered.

102.5.2.16 Make recommendation for trench patching.

102.5.2.17 If any hazardous materials are discovered or suspected at any time during the geotechnical investigation, notify the city in writing within one week.

102.5.2.18 Patching of borings will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for the geotechnical report will be based on completed proof of permit close out for said borings.

102.5.3 The Consultant shall prepare a written report presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including recommendations regarding pavement section thickness based on AASHTO design criteria, structural bearing capacity, earthwork and backfill requirements.

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

102.5.5 Deliverables: The Consultant shall provide three (3) bound copies and an electronic copy (PDF format) of the Geotechnical Report to the City's Representative with the 30% Design Submittal. Drafts of these reports are to be included in the Preliminary Design Report, when applicable.

102.6 30% Design Phase Submittal

102.6.1 Prelimniary Drainage Report

102.6.1.1 Consultant shall provide a Preliminary Drainage Report to be included in the Preliminary Design Report. The Consultant shall research drainage studies and plans for existing improvements within the project limits. The Consultant shall prepare hydrologic models for the 100-year return period storm event for existing conditions, proposed conditions, and ultimate conditions. The flood control system mainline will be designed for the 100-year storm event under ultimate conditions, including accommodation for future extension of the mainline storm drain north of Ann Road. The storm drain laterals will be upsized if necessary to convey interim condition flows, as long as interim flows in the laterals do not require upsizing of the mainline based on ultimate conditions. Coordination will be performed as needed between CCRFCD, the City, and Clark County Public Works (CCPW). The 30% plans will include preliminary horizontal storm drain alignment and lateral/drop inlet locations, and preliminary vertical profile of the mainline storm drain. The Consultant shall prepare a preliminary hydraulic model for the mainline conveyance facilities.

102.6.1.2 Deliverables: Submit three (3) copies of the Preliminary Drainage Study to the City with the 30% Design Submittal; Submit one (1) electronic copy (PDF format) of the Preliminary Drainage Study to the City; Submit two (2) copies of the Preliminary Drainage Study to CCRFCD and CCPW.

102.6.2 30% Design Phase Plans

102.6.2.1 The 30% plans are to be prepared for the preferred overall Project Alternative and limits as agreed on and directed by the City of Las Vegas and CCRFCD. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1″ = 40′ scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2)

scale.

102.6.2.1.1 City Standard Cover Sheet identifying Project Participants
102.6.2.1.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings
102.6.2.1.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
102.6.2.1.4 Abbreviations and Symbols
102.6.2.1.5 Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
102.6.2.1.6 Horizontal control for centerline and rights-of-way monumentation plan
102.6.2.1.7 Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
102.6.2.1.8 Storm Drain Plan and Profile
102.6.2.1.9 Grading Plan
102.6.2.1.10 Pothole Data Information
102.6.2.1.11 Water Relocation Details
102.6.2.1.12 Storm Drain Lateral Profiles
102.6.2.1.13 Typical Sections
102.6.2.1.14 Details
102.6.2.1.15 Pavement Removal and Construction Plan
102.6.2.1.16 Striping Plan
102.6.2.1.17 Structural Notes and Typical Details
102.6.2.1.18 Structural Details
102.6.3 Preliminary Design Report

102.6.3.1 The results and summaries of items identified in the preceding work above are to be included in a Preliminary Design Report (PDR). The PDR will include pertinent aspects of the project explored to date, including all design criteria and assumptions used to develop the design and any alternatives. Probable construction costs will be estimated based upon recommendations made in the PDR and will be broken out by funding source. The PDR will include, but is not limited to, the following:

102.6.3.1.1 Cover page
102.6.3.1.2 Table of Contents
102.6.3.1.3 Executive Summary
102.6.3.1.4 Transmittal memo stamped and signed by the Consultant Project Manager
102.6.3.1.5 Inventory of existing conditions, including photo library
102.6.3.1.6 Adjacent completed projects summary
102.6.3.1.7 Design controls and assumptions
102.6.3.1.8 Survey Summary (including Record of Survey and approval from City Surveyor)
102.6.3.1.9 Right of Way Summary (including a summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2000 format in the format provided by the City Representative)
102.6.3.1.10 Utility Issues and Conflicts Summary
102.6.3.1.11 Summary of Permits (including a summary matrix of required permits)
102.6.3.1.12 Draft Geotechnical Report
102.6.3.1.13 Preliminary Drainage Study (including hydraulic analyses)
102.6.3.1.14 Construction Cost Estimate and
102.6.3.1.15 30% Design Phase Plans

102.6.3.2 Comments received on the Preliminary Design Report will be addressed in writing and included in the Final Design Report. Adjustments will be made to the associated design and analysis as necessary. Documentation of the changes made such as physical copies of plans, models, and calculations will be submitted with the Final Design Report.

102.6.4 Deliverables: Submit eight (8) copies of the Preliminary Design Report to the City; Submit two full size sets (24" X 36") and one half size set (11" X 17") and all associated electronic files of the 30% Design Phase Plans to the City; Submit two (2) copies of the Preliminary Design Report to RFCD and CCPW; Submit 30% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

102.7 **Walk Through**. After submittal of the 30% Design and the Preliminary Design Report, the Consultant will schedule a project walk through with the City Representative and other relevant parties, including other public agencies and utility providers. The intent of the walk through is to identify field conflicts in order to minimize potential significant changes to the design after the 30% Submittal.

102.7.1 Deliverables: The Consultant shall submit a walk though Memorandum to the City's Representative to document field observations.

102.8 Overall Project Scope, Schedule and Budget Review

102.8.1 After City review of the 30% Design Phase Submittal, the City shall schedule a meeting with the Consultant and other stakeholders, as determined by the City. The purpose of the meeting shall be to review the conclusions of the 30% Design Phase Submittal and any other new scope, schedule and budget information available to the City in comparison to the basic assumptions of the Consultant and the City at the time this Professional Services Contract was executed.

The construction cost estimate will be reviewed along with estimated engineering costs, construction management costs, right-of-way costs and other soft and hard costs available to the City to determine a total project costs estimate. Total Project Costs will be compared to total funding available known to the City. The Consultant will assist the City in determining if specific design and/or construction items should be considered for elimination or reduction to meet available funding.

The Consultant's scope herein will be reviewed in relation to any items proposed by the City, the Consultant or other stakeholders to be added, reduced, eliminated, clarified or refined during the 30% design effort or as a result of the total project cost versus total available funds exercise detailed above.

Based upon the above and progress to date, the Consultant shall provide an updated schedule for design, bidding and construction to the City for review.

The Consultant's remaining scope, budget and schedule will be reviewed in detail based on the above. If warranted, reasonable and mutually agreeable, negotiations regarding a possible contract amendment to add or deduct specific scope, schedule and budget items may be considered at this time. If said negotiations are entered into the design may be formally put on hold through written direction by the City until said negotiation in concluded.

In no case will a contract amendment increasing compensation to the Consultant be considered for the Consultant's additional work resulting from errors or omissions, failure to adequately perform any tasks written in this Contract or any work that the Consultant assumed or should have assumed to be required to perform any tasks in this Contract. Nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as overriding any other section of this contract regarding the Consultant's responsibilities to perform within the agreed upon fees and schedule. Likewise, nothing in this subsection, regarding the possibility of a contract amendment, shall be construed as limiting the Consultant's rights to request additional compensation for additional work at other times or milestones during the term of this Contract as specifically allowed in other sections of this Contract.

102.8.1.1 Deliverables: Detailed Project Scope; Detailed Cost Estimate for total project costs; Detailed Project Schedule for design, bidding and construction.

102.8.1.2 Consultant is hereby informed of the purpose of the deliverables in 102.6.1.1 – the Consultant by submitting these items is agreeing that for all items within the Consultant's control, the project scope will be fully carried out, that the Cost Estimate for total project costs is reasonably accurate and that the Project Schedule will be met without exception.

ARTICLE 103: 70% DESIGN PHASE

103.1 70% Design Phase Submittal

103.1.1 Draft Final Design Report and Detailed Hydraulic Analysis – The Consultant shall develop detailed hydraulic models for the conveyance facilities using HEC-RAS, WSPG or other appropriate computer programs. The hydraulic models will provide information on the hydraulic grade line, energy grade line, flow velocity and depth and other pertinent hydraulic parameters. The storm drain facilities and lateral pipes will be included in the hydraulic models. In addition, riprap rock and drop inlet sizing calculations will be performed. If required 10 year and 100 year hydraulic analysis facility sizing and cost estimates will be prepared to determine RTC versus RFCD costs.

Documentation of the hydraulic analyses will be compiled and submitted in a Draft Final Design Report. This report will also include any information, calculations or models that were revised since the Preliminary Design Report was submitted.

103.1.1.1 Deliverables: Submit eight (8) copies of the Draft Final Design Report to the City, Submit two (2) copies of the Draft Final Design Report to RFCD and CCPW.

103.1.2 70% Design Phase Plans – This submittal will include further refinement of the 30% Design Phase Submittal and response to comments.

Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 70% plans shall include, but not limited to, the following:

103.1.2.1 City Standard Cover Sheet identifying Project Participants
103.1.2.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings
103.1.2.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
103.1.2.4 Abbreviations and Symbols
103.1.2.5 Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
103.1.2.6 Horizontal control for centerline and rights-of-way monumentation plan
103.1.2.7 Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
103.1.2.8 Storm Drain Plan and Profile
103.1.2.9 Grading Plan
103.1.2.10 Pothole Data Information
103.1.2.11 Water Relocation Details
103.1.2.12 Storm Drain Lateral Profiles
103.1.2.13 Typical Sections
103.1.2.14 Details
103.1.2.15 Pavement Removal and Construction Plan
103.1.2.16 Striping Plan
103.1.2.17 Structural Notes and Typical Details
103.1.2.18 Structural Details

103.1.2.19 Deliverables: Submit fifteen (15) copies of the half scale plans (11" x 17") and five (5) copies of full size plans (24" x 36") and all associated electronic files to the City: Submit, two (2) copies of the half scale plans, to RFCD and CCPW; Submit copies of 70% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

103.1.3 70% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:

103.1.3.1 RFCD
103.1.3.2 CLV Sanitation
103.1.3.3 LVVWD (and/or other utilities as applicable)
103.1.3.4 CLV General Fund
103.1.3.5 CLV Nominal Drainage

103.1.3.6 Deliverables: Submit the 70% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit, two (2) copies of the 70% cost estimate to RFCD and CCPW.

103.1.4 70% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada*. All items of construction shown on the 70% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

103.1.4.1 Deliverables: Submit five (5) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions to RFCD and CCPW.

103.1.5 ADA/PROWAG Design Memorandum – Consultant shall design the project to conform to PROWAG. If there are limitations triggered by existing infrastructure and PROWAG cannot be implemented, a summary for each location with a written description of the situation, photos, plans, and any other pertinent back up shall be provided for city files explaining the details and rationale for the final design. This only applies when PROWAG cannot be met.

103.1.5.1 Deliverables: Submit one (1) copy of the ADA/PROWAG Design Memorandum to the City.

103.2 **70% Walk Through** - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 70% Design Phase period. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 90% submittal.

ARTICLE 104: 90% DESIGN PHASE

104.1 90% Design Phase Submittal

104.1.1 Final Design Report - Consultant shall compile all comments and written responses to comments along with all final design information, calculations and models and include in a standalone Final Design Report to be used as a record for the basis of design for the project. The Final Design Report shall include all information included in the PDR and Draft Final Design Report and all associated revisions made as applicable.

104.1.1.1 Deliverables: Submit eight (8) copies of the Final Design Report to the City, Submit two (2) copies of the Final Design Report to RFCD and CCPW.

104.1.2 90% Design Phase Plans – This submittal will include further refinement of the 70% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include project quantity tables broken down by individual plan sheet. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown. Consultant shall prepare a map indicating the location and depth of proposed construction easements. The width of the encroachment shall be dimensioned and labeled on the map. Consultant shall provide 11" x 17" copies of the map in quantity equal to the number of parcels. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625.

104.1.2.1 Deliverables: Submit fifteen (15) copies of the half scale plans (11″ x 17″) and five (5) copies of full size plans (24″ x 36″) and all associated electronic files to the City: Submit, two (2) copies of the half scale plans, to RFCD and CCPW; Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

104.1.3 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:

104.1.3.1 RFCD
104.1.3.2 CLV Sanitation
104.1.3.3 LVVWD (and/or other utilities as applicable)
104.1.3.4 CLV General Fund
104.1.3.5 CLV Nominal Drainage

104.1.3.6 Deliverables: Submit the 90% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit, two (2) copies of the 70% cost estimate to RFCD and CCPW.

104.1.4 90% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada.* All items of construction shown on the 70% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

104.1.4.1 Deliverables: Submit five (5) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions to RFCD and CCPW.

104.2 **90% Walk Through** - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal.

104.3 **Bidability and Constructability (B&C)** - Consultant shall coordinate with a City selected B&C consultant or City in-house B&C review team. The Consultant will provide the B&C consultant or in-house B&C review team with the 90% submittal and Final Design Report (and any other documents necessary to complete the B&C review). The City may also chose to provide the B&C consultant or in-house B&C

review team with earlier submittals for review. Consultant shall attend meetings and respond to comments as required to resolve disagreements on B&C comments.

104.4 **Project Presentations** - Consultant shall prepare for and make Project presentations to any organization or board, including preparation of graphics and backup information. The following presentations are anticipated:

104.4.1.1 Regional Flood Control District Citizens Advisory Committee - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures

104.4.1.2 Regional Flood Control District Technical Advisory Committee - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures

104.4.1.3 Regional Flood Control District Board - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures

104.4.1.4 Deliverables: Board attendance; backup materials; presentation materials.

104.5 **Finalize Permit Applications** – The Consultant shall finalize all permit applications and submit all required permits to the appropriate agencies.

ARTICLE 105: 100% DESIGN PHASE

105.1 100% Design Phase Submittal

105.1.1 The 100% submittal shall include all the elements of Article 104, which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of two steps: (1) a **100% pre-final (bond) submittal** will be made for final comment by the City, RFCD and CCPW; and (2) the Consultant will incorporate all comments on the pre-final submittal into the **100% final (mylar) submittal**. Plan set mylars and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-mylar bond set of the final plans before preparing mylars for this project.

105.1.2 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit ten copies of the half scale plans, two full size plans, all associated electronic files, five copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two copies of structural calculations to the City; Submit four copies of 11" X 17" Construction Easement Maps and three sets of mail labels of property owners for any requested easements to the City; Submit two copies of the half scale plans, bound Special Provisions and 100% Pre-final Cost Estimate by funding source and two copies of structural calculations to RFCD and CCPW. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

105.1.3 Deliverables for the 100% Final (mylar) Submittal: One set of 24" X 36" mylar plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate in the City's Bid Schedule Format; Submit two copies of the half scale plans, bound Special Provisions, all associated electronic files and 100% Final Cost Estimate by funding source and two copies of final structural calculations to RFCD and CCPW One copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD Civil 3D version 2013 or 2014) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

ARTICLE 106: BID PHASE

106.1 Pre-Bid Conference

106.1.1 The Consultant shall attend the pre-bid conference

106.2 Bid Requests and Responses

106.2.1 Consultant shall respond to questions raised by bidders during the bidding process. Decisions on issuing addenda will be conducted by the City. The Consultant will draft required specifications, plan changes and clarifications for the City to include in any addenda.

106.3 Bid Opening

106.3.1 The Consultant shall attend the bid opening and review the bid abstract and contractor qualifications.

106.3.2 The Consultant will comment on any bid discrepancies, evidence of unbalanced bid or contractor concerns uncovered during reviews.

ARTICLE 107: CONSTRUCTION PHASE

107.1 Pre-Construction Meeting

107.1.1 The Consultant shall attend the pre-construction meeting.

107.2 Submittal Review

107.2.1 Consultant shall review Contractor's submittals for manufacture certifications, installation instructions, shop drawings and service connections; review Contractor's submittals (such as value engineering items, sample products, etc.).

107.3 Construction Support Services

107.3.1 The Consultant shall provide the following support services during the construction phase of the project:
107.3.1.1 Project Site Visits to examine construction work
107.3.1.2 Attend construction progress meetings, as necessary
107.3.1.3 Respond to Contractor's Request for Information (RFI)
107.3.1.4 Additional Design as needed to address RFIs
107.3.1.5 Assist with the processing of construction change orders
107.3.1.6 Attend final walk-through
107.3.1.7 Assist with the punch list preparation

ARTICLE 108: POST CONSTRUCTION PHASE

108.1 Record Drawings

108.1.1 Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and coordination items submitted by the Contractor using the software package AutoCAD Civil 3D version 2013 or 2014. The Consultant shall prepare and submit one (1) set of completed documents in electronic format and signed (but not sealed) reproducible mylar form to the City.

108.1.2 Deliverables: As-builts

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 When requested by the City electronic files shall accompany hard copies for all submittals referenced in this paragraph and unless otherwise directed by the City. All cost estimates shall be provided in Microsoft Excel format, all schedules in Microsoft Project format, all Special Provisions in Microsoft Word format, all Bid Schedules in Microsoft Excel format and all spreadsheets associated with additional service requests in Microsoft Excel format. Pdf submittals will not be accepted unless specifically requested by the City.

200.2 **Certificates of Insurance**

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

Submit certificates of insurance to:

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

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

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

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

200.3 All submittal requirements are outlined in Exhibit A – Scope of Services. Consultant shall refer to deliverables or other submittal requirements outlined in Exhibit A.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

300.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Contract signed by the parties. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Service set forth in this Contract and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

300.2 *Performance Schedule.* The parties hereto have agreed to a general performance schedule (the "Performance Schedule") which is set forth herein. Subsequent to the execution of this Contract, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule").

300.3 *Revised Performance Schedule.* If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

ARTICLE 301: PERFORMANCE SCHEDULE

301.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	90	
CITY, RFCD, AND CCPW REVIEW	45	
70% DESIGN PHASE	60	
CITY, RFCD, AND CCPW REVIEW	45	
90% DESIGN PHASE	60	
CITY, RFCD, AND CCPW REVIEW	45	
100% DESIGN PHASE	30	
CITY, RFCD, AND CCPW REVIEW	45	
BID PHASE	-	CITY DETERMINED
CONSTRUCTION PHASE	-	CITY DETERMINED
POST CONSTRUCTION PHASE	-	CITY DETERMINED
TOTAL CALENDAR DAYS TO COMPLETE:	420	

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

302.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

302.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be held accountable for any impacts to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

ARTICLE 303: CONSTRUCTION

303.1 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed **$645,000.00**. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the fixed fee attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$585,000.00	

401.1 The following table(s) show the breakdown of the Total Not to Exceed Cost for Basic Services by Task.

401.2 The table(s) show the fixed cost for each task along with the estimated hours to be expended by various Consultant personnel over the course of the Project for each of the various tasks, and/or the dollar value of the estimated hours. Although this table represents the basis for how the Total Not to Exceed Cost for Basic Services was established, the personnel, hours, and dollar value of the hours shown are not a part of this Contract and are not to be used as the basis for payment. The fee for each task is a fixed fee regardless of the number of man-hours expended to complete each task or the personnel used to perform the work.

401.3 The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Contract to the extent they are applicable.

401.4 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance, (2) the Total Not to Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	PRINCIPAL	ASSOC.	SUP. ENG.	PM	ENG-LS	SR. DESIGNER	SPEC. MANAGER	INTERN	CAD TECH.	PROJECT ASSIST.	SURVEY CREW	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$210	$195	$180	$160	$145	$125	$160	$105	$90	$85	$160			
101	PRELIMINARY AND GENERAL ITEMS														
101.1	Project Management	0	24	0	48	0	0	0	0	0	12	0	84	$0.00	$13,380.00
101.2	Kick-Off Meeting and Progress Meetings	0	24	0	36	0	0	0	0	24	0	0	84	$0.00	$12,600.00
101.3	Utility and Agency Coordination	0	8	0	24	0	40	0	0	40	24	0	136	$0.00	$16,040.00
101.4	Project Permits	0	8	0	24	40	0	0	0	60	20	0	152	$0.00	$18,300.00
101.5	Community Notification and Engagement	0	8	0	16	0	0	0	0	32	0	0	56	$0.00	$7,000.00
101.6	Section 8 Analysis	0	2	0	4	0	8	0	0	0	2	0	16	$12,710.00	$14,910.00
101	Subtotal Hours	0	74	0	152	40	48	0	0	156	58	0	528		
101	Subtotal Fee	$0.00	$14,430.00	$0.00	$24,320.00	$5,800.00	$6,000.00	$0.00	$0.00	$14,040.00	$4,930.00	$0.00		$12,710.00	$82,230.00
102	30% DESIGN PHASE														
102.1	Survey	0	0	4	16	0	20	0	0	32	0	60	132	$6,000.00	$24,260.00
102.2	Right-of-Way	0	0	4	24	40	0	0	60	40	0	0	168	$0.00	$20,260.00
102.3	Records Review, Information Research and Analysis of Data	0	2	0	4	0	8	0	16	0	8	0	38	$0.00	$4,390.00
102.4	Subsurface Utility Engineering (SUE) Services	0	1	0	4	8	24	0	0	40	0	16	93	$36,000.00	$47,155.00
102.5	Geotechnical Investigation	0	2	0	8	0	0	0	0	0	0	0	10	$14,000.00	$15,670.00
102.6	30% Design Phase Submittal													$0.00	$0.00
102.6.1	Preliminary Drainage Report	0	16	0	80	120	0	0	100	40	24	0	380	$0.00	$49,460.00
102.6.2	30% Design Phase Plans	0	7	2	16	65	0	0	126	104	0	0	410	$0.00	$44,400.00
102.6.3	Preliminary Design Report	0	2	0	12	24	0	0	40	60	24	0	162	$0.00	$17,430.00
102.7	Walk Through	0	0	0	6	0	8	0	0	0	0	0	14	$0.00	$1,960.00
102.8	Overall Project Scope, Schedule and Budget Review	0	2	0	4	0	0	0	0	0	0	0	12	$0.00	$1,900.00
102	Subtotal Hours	0	32	10	174	263	60	0	342	406	56	76	1,419		
102	Subtotal Fee	$0.00	$6,240.00	$1,800.00	$27,840.00	$38,135.00	$7,500.00	$0.00	$35,910.00	$36,540.00	$4,760.00	$12,160.00		$56,000.00	$226,885.00
103	70% DESIGN PHASE														
103.1	70% Design Phase Submittal												0	$0.00	$0.00
103.1.1	Draft Final Design Report	0	2	0	24	40	0	0	80	0	16	0	162	$0.00	$19,790.00
103.1.2	70% Design Phase Plans	0	10	3	25	104	0	0	201	310	0	0	653	$0.00	$70,575.00
103.1.3	70% Design Phase Construction Cost Estimate	0	1	0	4	4	8	0	8	0	0	0	25	$0.00	$3,255.00
103.1.4	70% Design Phase Special Provisions	0	2	0	8	16	0	40	0	0	0	0	66	$0.00	$10,390.00
103.2	70% Walk Through	0	0	0	6	0	8	0	0	0	0	0	14	$0.00	$1,960.00
103	Subtotal Hours	0	15	3	67	164	16	40	289	310	16	0	920		
103	Subtotal Fee	$0.00	$2,925.00	$540.00	$10,720.00	$23,780.00	$2,000.00	$6,400.00	$30,345.00	$27,900.00	$1,360.00	$0.00		$0.00	$105,970.00
104	90% DESIGN PHASE														
104.1	90% Design Phase Submittal												0	$0.00	$0.00
104.1.1	Final Design Report	0	2	0	12	24	0	0	40	0	8	0	86	$0.00	$10,670.00
104.1.2	90% Design Phase Plans	0	5	2	13	52	0	0	101	155	0	0	328	$0.00	$35,510.00
104.1.3	90% Design Phase Construction Cost Estimate	0	1	0	4	4	8	0	8	0	0	0	25	$0.00	$3,255.00
104.1.4	90% Design Phase Special Provisions	0	2	4	8	16	0	24	0	0	0	0	54	$0.00	$8,550.00
104.2	90% Walk Through	0	0	0	6	0	8	0	0	0	0	0	14	$0.00	$1,960.00
104.3	Bidability and Constructability (B&C)	0	4	0	8	0	16	0	16	0	0	0	44	$0.00	$5,740.00
104.4	Project Presentations	0	2	0	16	0	0	0	0	24	0	0	42	$0.00	$5,110.00
104.5	Finalize Permit Applications	0	2	0	8	0	16	0	24	40	8	0	98	$0.00	$10,470.00
104	Subtotal Hours	0	18	6	75	96	48	24	189	219	16	0	691		
104	Subtotal Fee	$0.00	$3,510.00	$1,080.00	$12,000.00	$13,920.00	$6,000.00	$3,840.00	$19,845.00	$19,710.00	$1,360.00	$0.00		$0.00	$81,265.00
105	100% DESIGN PHASE														
105.1	100% Design Phase Submittal													$0.00	$0.00
105.1.2	100% Pre-Final (Bond) Submittal	0	4	1	10	39	0	0	76	116	0	0	246	$0.00	$26,635.00
105.1.3	100% Final (Mylar) Submittal	0	1	0	8	12	16	0	24	40	0	0	101	$0.00	$11,335.00
105	Subtotal Hours	0	5	1	18	51	16	0	100	156	0	0	347		
105	Subtotal Fee	$0.00	$975.00	$180.00	$2,880.00	$7,395.00	$2,000.00	$0.00	$10,500.00	$14,040.00	$0.00	$0.00		$0.00	$37,970.00
106	BID PHASE														
106.1	Pre-Bid Conference	0	2	0	4	0	0	0	0	0	0	0	6	$0.00	$1,030.00
106.2	Bid Requests and Responses	0	2	0	12	0	16	0	0	16	4	0	50	$0.00	$6,090.00
106.3	Bid Opening	0	2	0	2	0	0	0	0	0	0	0	4	$0.00	$710.00
106	Subtotal Hours	0	6	0	18	0	16	0	0	16	4	0	60		
106	Subtotal Fee	$0.00	$1,170.00	$0.00	$2,880.00	$0.00	$2,000.00	$0.00	$0.00	$1,440.00	$340.00	$0.00		$0.00	$7,830.00
107	CONSTRUCTION PHASE														
107.1	Pre-Construction Meeting	0	4	0	4	0	0	0	0	0	0	0	8	$0.00	$1,420.00
107.2	Submittal Review	0	4	0	12	24	40	0	60	0	16	0	156	$0.00	$18,840.00
107.3	Construction Support Services	0	8	0	40	0	60	0	16	0	0	0	124	$0.00	$17,140.00
107	Subtotal Hours	0	16	0	56	24	100	0	76	0	16	0	288		
107	Subtotal Fee	$0.00	$3,120.00	$0.00	$8,960.00	$3,480.00	$12,500.00	$0.00	$7,980.00	$0.00	$1,360.00	$0.00		$0.00	$37,400.00
108	POST CONSTRUCTION PHASE														
108.1	Record Drawings	0	2	0	8	0	16	0	0	16	4	0	46	$0.00	$5,450.00
108	Subtotal Hours	0	2	0	8	0	16	0	0	16	4	0	46		
108	Subtotal Fee	$0.00	$390.00	$0.00	$1,280.00	$0.00	$2,000.00	$0.00	$0.00	$1,440.00	$340.00	$0.00		$0.00	$5,450.00
	Total Basic Services Hours	0	166	20	560	638	304	64	996	1,263	166	76	4,253		
	Total Basic Services Fee	$0.00	$32,370.00	$3,600.00	$89,600.00	$92,510.00	$38,000.00	$10,240.00	$104,580.00	$113,670.00	$14,110.00	$12,160.00		$68,710.00	$585,000.00

EXHIBIT D-2 DIRECT EXPENSES BREAKDOWN

TASK	DESCRIPTION	PRINCIPAL	ASSOC.	SUP. ENG.	PM	ENG-LS	SR. DESIGNER	SPEC. MANAGER	INTERN	CAD TECH.	PROJECT ASSIST.	SURVEY CREW	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$210	$195	$180	$160	$145	$125	$160	$105	$90	$85	$160			
109	SUBCONSULTANT														
109.1	Newfields	0	0	0	0	0	0	0	0	0	0	0	0	$12,710.00	$12,710.00
109.2	Aerotech Mapping, Inc.	0	0	0	0	0	0	0	0	0	0	0	0	$6,000.00	$6,000.00
109.3	Cardno TBE	0	0	0	0	0	0	0	0	0	0	0	0	$36,000.00	$36,000.00
109.4	Minyo & Moore	0	0	0	0	0	0	0	0	0	0	0	0	$14,000.00	$14,000.00
109	Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0		
109	Subtotal Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$68,710.00	$68,710.00
	Total Basic Services Hours	0	0	0	0	0	0	0	0	0	0	0	0		
	Total Basic Services Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$68,710.00	$68,710.00

ARTICLE 402: ADDITIONAL SERVICES ALLOWANCE

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

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

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

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

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

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$60,000.00	See list below.

402.5.1 Additional Services may include, but are not limited to, the following:

402.5.2 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.

402.5.3 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.

402.5.4 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.

402.5.5 **As-Builts** – As requested by the City, Consultant shall provide As-Builts.

402.5.6 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.

402.5.7 **Dam Safety Permit** – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.

402.5.8 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.

402.5.9 **Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.

402.5.10 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.

402.5.11 **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.

402.5.12 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.

402.5.13 **Removal of Inflow/Infiltration Sources to Sanitary Sewer System** – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.

402.5.14 **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.

402.5.15 **Section 404 Permit Application** – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.

402.5.16 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.

402.5.17 **Slope/Embankment Design** – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.

402.5.18 **Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.

402.5.19 **Structural Design** – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.

402.5.20 **Title Reports** – As required by the City, Consultant shall prepare Title Reports as required for the Project.

402.5.21 **Traffic Control Plans** – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.

402.5.22 **Utility Potholing** – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.

402.5.23 **Waterline Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

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

CLASSIFICATION	RATE	UNIT
Principal	$210	Per Hour
Associate	$195	Per Hour
Supervising Engineer	$180	Per Hour
Project Manager	$160	Per Hour
Engineer/Land Surveyor	$145	Per Hour
Senior Designer	$125	Per Hour
Designer	$115	Per Hour
Specification Manager	$160	Per Hour
Intern	$105	Per Hour
CAD Technician	$90	Per Hour
Project Assistant	$85	Per Hour
Survey Field Crew	$160	Per Hour

ARTICLE 501: SUB-CONSULTANT HOURLY RATES

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

NINYO & MOORE	RATE	UNIT
Principal Engineer/Geologist	$160	Per Hour
Project Manager/Senior Project Engineer/Geologist	$136	Per Hour
Project Engineer/Geologist	$130	Per Hour
Staff Engineer/Geologist	$110	Per Hour
Technician/CADD Operator	$72	Per Hour
Clerical	$55	Per Hour

AEROTECH MAPPING, INC.	RATE	UNIT
Program Manager	$139	Per Hour
Project Manager	$109	Per Hour
Flight Manager	$99	Per Hour

Pilot	$97	Per Hour
Lab Technician	$86	Per Hour
Photogrammestrist 1	$106	Per Hour
Photogrammestrist 2	$93	Per Hour
CADD Technician Senior	$74	Per Hour
CADD Technician Junior	$56	Per Hour
Project Administration	$67	Per Hour
Flight Manager/PLS	$106	Per Hour
Administrative Support	$36	Per Hour

NEWFIELDS	RATE	UNIT
Project Manager	$125-$185	Per Hour
Project Scientist/Planner II	$120-$150	Per Hour
Project Scientist/Planner I	$105-$115	Per Hour
Staff Scientist/Planner II	$90-$110	Per Hour
Staff Scientist/Planner I	$80-$95	Per Hour
Staff Field Tech/Admin II	$75-85	Per Hour
Staff Field Tech/Admin/Clerical I	$50-75	Per Hour

CARDNO TBE	RATE	UNIT
Sr. Project Manager	$154.00	Per Hour
CADD Tech	$87.00	Per Hour
SUE Supv	$90.00	Per Hour

ARTICLE 502: ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
Reference the following Exhibit E-1: Additional Services Fee Breakdown.			$0
			$0
			$0

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

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

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

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	PRINCIPAL	ASSOC.	SUP. ENG.	PM	ENG-LS	SR. DESIGNER	SPEC. MANAGER	INTERN	CAD TECH.	PROJECT ASSIST.	SURVEY CREW	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$210	$195	$180	$160	$145	$125	$160	$105	$90	$85	$160			
	ADDITIONAL SERVICES														
	Addenda	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Additional Design Services	0	28	20	59	0	40	40	105	70	75	40	477	$0.00	$60,000.00
	Additional Topographic Survey	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	As-Builts	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Construction Assistance	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Dam Safety Permit	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Drainage Study	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Facility Specific Environmental Assessment	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Hydrology and Hydraulics	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Master Plan Amendment	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Public Meetings	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Removal of Inflow/Infiltration Sources to Sanitary Sewer System	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Right-of-Way	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Section 404 Permit Application	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Sewer Design	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Slope/Embankment Design	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Spillway/Energy Dissipater	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Storm Drain Retrofit Design	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Structural Design	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Survey	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Traffic Control Plans	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Title Reports	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Utility Potholing	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Waterline Design	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Total Additional Services - Hours	0	28	20	59	0	40	40	105	70	75	40	477		
	Total Additional Services - Fee	$0.00	$5,460.00	$3,600.00	$9,440.00	$0.00	$5,000.00	$6,400.00	$11,025.00	$6,300.00	$6,375.00	$6,400.00		$0.00	$60,000.00

ARTICLE 503: REIMBURSABLE EXPENSES

503.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized or anticipated as of the date of this Contract.

503.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one (1.0)** times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

503.3 Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Contract, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Contract.

503.4 If Reimbursable Expenses are established in this Contract as a fixed sum or a not-to-exceed amount, the Consultant has determined that this Reimbursable Expense amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Contract without further compensation for Reimbursable Expenses should the costs exceed this fixed sum or not-to-exceed amount for Reimbursable Expenses.

503.5 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, and Additional Services Rates shown in this Contract, and may otherwise only be authorized as reimbursable expenses by written amendment to this Contract. Expenses incurred prior to written authorization shall not be considered for reimbursement.

503.6 Should travel and per diem expenses be so authorized by the City:

503.6.1 Expenses shall be based on actual costs submitted for reimbursement with valid original receipts. If a receipt is not normally provided for the expense, a certification signed by the traveler shall be submitted. Submitted receipts for travel and per diem reimbursement shall name each traveler covered.

503.6.2 Rates for lodging and individual meals shall not exceed the published U.S. General Services Administration rates at Clark County, Nevada, including the 75% limitation on the day of departure and return.

503.6.3 Passenger vehicle mileage shall be reimbursed at the rate stipulated by the Internal Revenue Service.

503.6.4 Examples of expenses that will not be reimbursed include alcoholic beverages, entertainment, laundry, dry cleaning and pressing, parking fines, gratuities and tips excepting for taxicab and meals a 15% tip if shown on the receipt, costs related to making reservations or other accommodations for travel, phone calls, computer or Internet access costs, car rentals larger than mid-size and car rental insurance, air travel other than the lowest coach fair available and travel insurance, premature departure and extended stays for personal reasons, and indirect route for personal preference.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Dennis Moyer, P.E.

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Kristina Swallow, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Ryan R. Belsick, P.E.

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Tim McCoy, P.E.

601.1.3 PROJECT MANAGER: Grant Tokumi, P.E.

601.1.4 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Grant Tokumi, P.E.

601.1.5 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 15517

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

602.1 The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.

602.1.1 AERIAL MAPPING: Aerotech Mapping, Inc.

602.1.2 ENVIRONMENTAL: Newfields

602.1.3 GEOTECHNICAL ENGINEER: Ninyo & Moore

602.1.4 POTHOLING: Cardno TBE

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: GCW, Inc.	**Services for:** Gowan North – El Capitan Branch, Lone Mountain Road to Ann Road
Address: 1555 South Rainbow Boulevard; Las Vegas, NV 89146	
Telephone: 702-804-2000	**Project Number:** 63691
EIN or DUNS : 88-0116703	

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.	James A. Duddlesten President & CEO	1555 South Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
2.	James R. VanWoerkom Chief Financial Officer	1555 South Rainbow Boulevard Las Vegas, NV 89146	702) 804-2000
3.	Scott R. Plummer Executive Vice President	1555 South Rainbow Boulevard Las Vegas, NV 89146	702) 804-2000
4.	Brian L. Schmidt Executive Vice President	1555 South Rainbow Boulevard Las Vegas, NV 89146	702) 804-2000
5.	Timothy A. McCoy Executive Vice President	1555 South Rainbow Boulevard Las Vegas, NV 89146	702) 804-2000
6.			
7.			
8.			
9.			
10.			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

5/26/16
_____
Date

Subscribed and sworn to before me this 26th day of May, 2016

_____
Notary Public

VICTORIA L. ROBERTS
Notary Public State of Nevada
No. 00-63116-1
My appt. exp. June 6, 2016

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

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"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.

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EIN or DUNS : 88-0116703	

Block 3: Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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_____
Name

5/26/16
Date

Subscribed and sworn to before me this 26th day of May, 2016

Victoria L. Roberts
Notary Public

VICTORIA L. ROBERTS
Notary Public State of Nevada
No. 00-63116-1
My appt. exp. June 6, 2016

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:

For possible action to approve award of Contract No. 160074-TF, Aerial Video and Data Collection Program - Department of Public Works - Award recommended to: AVISIGHT, LLC (Not-to-Exceed $300,000 - General Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $300,000
Funding Source: General Fund
Dept./Division: Public Works

PURPOSE/BACKGROUND:

Company to provide aerial data collection services to include inspection of City parks, facilities/properties, emergency aerial support services and aerial support to enhance public safety and traffic control during special events and projects. AviSight, LLC was selected using a competitive Request for Statement of Qualifications process. AviSight, LLC is located in Las Vegas, Nevada.

PCC: T. Fernandez
POC: Mike Frechette - (702) 857-8441

RECOMMENDATION:

That City Council approve award of Contract No. 160074-TF, Aerial Video and Data Collection Program to AviSight, LLC in the not-to-exceed amount of $300,000 for the initial term from date of award through June 14, 2018 with three one-year renewal options in the annual not-to-exceed amount of $100,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Contract No. 160074-TF
2. Certificate - Disclosure of Ownership/Principals

CONTRACT FOR AERIAL VIDEO AND DATA COLLECTION PROGRAM

THIS CONTRACT is being entered into this _____ day of _____, 2016, 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 AviSight, (a corporation organized and existing under the laws of the State of Nevada), (hereinafter the "Company") having its principal office located at 8260 W. Charleston Boulevard, Suite 3, Las Vegas, NV 89117.

SECTION A – Subject of Contract

The subject matter of this Contract is the aerial video and data collection services for the City of Las Vegas.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

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

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

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

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

(e) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

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

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

(h) *"Non-Exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

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

B-2 Contract Type

The Contract type is firm-fixed price. This is a Non-Exclusive Contract.

B-3 Prices/Costs

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

Item No.	Description	Amount/hour
1	Scheduled Services	
	a. Manned	$ 1075
	b. Unmanned	$ 325
2	Emergency Services	
	a. On-Call	$ 1075
	b. By Priority	$ 1250
3	Training	$ 400
4	Additional Services	$ 245

Total not-to-exceed cost for two-year term:	$300,000
Annual not-to-exceed amount for each renewal option period:	$150,000

(b) Payment. The Company will invoice the City monthly, for work performed to date.

(c) Reimbursable Travel Expenses. There are no reimbursable travel expenses payable under this Contract

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

(a) The Company shall submit an invoice to the City in accordance with Section B-3 (b) Payment. All invoices should identify the following items:

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

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

ATTN: Jorge Cervantes
City of Las Vegas
495 South Main Street, 7th Floor
Las Vegas, NV 89101 – 2986
jcervantes@lasvegasnevada.gov

B-5 Performance Period

(a) The performance period commences from Award Date for two years with three 1-year options to renew.

SECTION C – Statement of Work

C-1 Scope of Services

The Company shall provide the services to accomplish the aerial data collection services as described in Attachment 2 – Scope of Work.

C-2 Deliverables

The Company shall provide the following deliverables:

(a) Live video feed in a format that can be streamed and viewed through a secured internet connection to a desktop computer, laptop and portable devices such as a laptop, iPad or iPhone;

(b) Digital HD video recording storable in h.264 standard video such as MP4 of at least 720 but preferable 1080i/P resolution; and

(c) Digital images with detail and clarity that objects and persons are distinguishable on a monthly basis as agreed upon by both parties.

(d) Small Unmanned Aerial Systems (sUAS) Training

(e) Monthly reporting

(f) Monthly schedule of planned data collection

SECTION D – Special Conditions

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

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, (iii) transmitted by email with confirmation of receipt by addressee, or (iv) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:
Manager, Purchasing and Contracts
City of Las Vegas
495 South Main Street, 3rd Floor
Las Vegas, NV 89101
Fax: (702) 384-9964
Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY:
Attn: Mike Frechette, Principal
AviSight
8260 W. Charleston Boulevard, Suite 4
Las Vegas, NV 702-857-8441
Fax: 775-343-7445
Email: mikef@avisight.com

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

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

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

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

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

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

D-3 Warranty – Services [CAO-5/2/12]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

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

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City.

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

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

D-6 Order of Precedence [CAO-7/24/08]

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

SECTION E – General Conditions

E-1 Disputes [CAO-5/2/12]

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The City's right to terminate this Contract under (a) above, may be exercised if the Company does not cure such failure within fifteen (15) calendar days (or more if authorized by the City) after notice specifying the failure is provided pursuant to Section D-1 (Legal Notice) of this Contract.

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

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

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

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

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

E-5 Insurance [CAO-04/08/15]

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

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

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

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

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

(v) Aviation General Liability/Hangarkeepers of limits no less than $2,000,000 aggregate. Policy must cover property of others while in the "care, custody and/or control" of the Successful Bidder. Aviation General Liability coverage shall be on a "per occurrence" basis only, not "claims made", and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

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

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

Submit certificates of insurance to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

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

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

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

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

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

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

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

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

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

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

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

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

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

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

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

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

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

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be

deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

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

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

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

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

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

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

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Section E-16(c)]	04/08/2013	2

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

CITY OF LAS VEGAS

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

ATTEST:

LUANN D. HOLMES, MMC — Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain — 5-25-16
Deputy City Attorney — Date

AviSight

Michael Frechette, Principal — Date

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: AviSight	**Services for:** Aerial Data Collection Services
Address: 8260 W. Charleston Blvd. Suite 3	
Telephone: 702-857-8441	**Project Number:** 160074-TF
EIN or DUNS :	

Block 3: Type of Business

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

Contract No
Contract Name
Attachment 1

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.	James J. Fleitz	8260 W. Charleston Blvd. Suite 3, Las Vegas, NV 89117	702-857-8441
2.	Michael E. Frechette	8260 W. Charleston Blvd. Suite 3, Las Vegas, NV 89117	702-857-8441
3.	THE BRENNAN CONSULTING GROUP, LLC	2831 St. Rose Parkway, Suite 200, Henderson, NV 89052	702-719-4100
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5: Disclosure of Ownership and Principals – **Alternate**

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

Name of Attached Document: N/A

Date of Attached Document: N/A Number of Pages: N/A

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

Michael E. Frechette _____
Name

6 May 2016
Date

Subscribed and sworn to before me this 6 day of May, 2016

Mary A Barnes
Notary Public

MARY A. BARNES
Notary Public State of Nevada
No. 92-0117-1
My Appt. Exp. January 24, 2020

ATTACHMENT 2
SCOPE OF WORK

1. **Overview:** Company shall provide aerial video and data services in support of the City of Las Vegas. The Company shall employ their aircraft, cameras and distribution systems to satisfy the requirements under this contract. This contract is designed to be multifaceted and allow for *ad hoc* services as technology becomes more cost effective or current methodologies become outdated and can be more efficiently provided by aerial services. Services include, but are not limited to:
    a. Inspections of City Parks
    b. City Facilities/Property
    c. Other critical infrastructure as identified by the City that will be accomplished on a both preplanned and random sampling basis.
    d. Additionally, aerial inspections will be accomplished in support of code compliance on a both preplanned and random basis.
    e. The Company will also provide emergency aerial support services as directed by Detention and Enforcement Dispatch Supervisor. Emergency services are on-call when the Company is airborne and supporting other City requirements, by priority when airborne and not supporting City requirements.
    f. Aerial support to enhance public safety and traffic control during special events and projects (i.e. Major Road Construction Projects, Marathons, Festivals etc.).

    The Company will ensure delivery of near real-time and archived video and data products via internet protocol streaming methods established by the City and via manual methods when streaming is not available or not practical.

    Video collected under this contract will remain the sole property of the City of Las Vegas. The Company will also provide sUAS operations, training and consultation. These services will be coordinated through the City Project Manager identified in Section 11 and 12 of the Scope of Work, scheduled monthly with weekly/daily updates as required for schedule confirmation.

2. **Aerial inspection of City parks, property, and facilities (Scheduled Services):** Will be done in support of Section 2.220 of the City Charter involving: Rights-of-way, parks, public buildings, and grounds and other public places. Inspections will be accomplished in a manner that assists the City in identifying crime including: trespassing, larceny, graffiti and assault. The Company shall (within its technical capabilities) identify damage to facilities and other city property. The Company shall also identify locations where landowners have failed to keep adjacent streets, sidewalks, public parks, buildings and grounds free from encroachments or obstructions. The Company will also assist the City in identifying the distribution or exhibition of handbills or signs, or any public demonstrations or processions.
    a. Preplanned inspections will be directed by the City's Project Manager. Project Manager will notify the Company in writing monthly of inspection requirements. The Company shall provide a schedule of

inspections within five (5) business days of inspections based on the City's requirements. These inspections will start not less than ten (10) calendar days from the time that the Company receives the City's monthly inspection requirements.

b. Random sampling of parks and facilities will be conducted during non-preplanned data collection session and will be conducted as directed by the City. Data collection session can occur at day and night in an unpredictable manner.

3. **Aerial inspection in support of code compliance and to mitigate the potential of mosquito born viruses (e.g. West Nile and Zika) in accordance with Section 2.280 (Scheduled Services):** As requested by the City in writing, aerial inspections will be accomplished in a manner that provide enough resolution to ensure that City Project Manager can determine non-compliance with City ordinances and identify potential mosquito breeding grounds. Inspections of water facilities, pools, and areas of concern through task order.
   a. Preplanned inspections will be directed by the city's Project Manager. The City's Project Manager will notify the Company monthly of inspection requirements. The Company shall provide a schedule of inspections within five (5) business days of inspections based on the City's requirements. These inspections will start no less than ten (10) calendar days from the time that the Company receives the City's monthly inspection requirements.

4. **Emergency aerial video and data support services (Emergency Services)**: These are unplanned events and will be accomplished in support of Local, State and Federal agencies as directed by the City's DPS Deputy Marshall Sargent. Emergency services will be performed on-call, on-alert or on standby.
   a. On-Call: Services can be directed when the plane is airborne and supporting City of Las Vegas requirements. The City's DPS Deputy Marshal Sargent will notify the Company of the requirement and the services will be directed to the emergency location. Response will be ten (10) minutes or less, pending airspace authorizations.
   b. By Priority: Within fifteen (15) minutes of being released by City DPS Deputy Marshall Sargent.

5. **Zoning and Planning Aerial Survey, 3d Modeling and Topographical Mapping (Additional Services):**
   a. Company will provide aerial survey to enhance the planning process, provide clear visuals of proposed project location and adjacent surrounding areas, and provide volumetric calculations, Bathymetrics, 3D modeling and topographical mapping when required.
   b. Company will assist during project(s) construction by providing Aerial video for compliance monitoring, public safety, project progression and timeline adherence as well as video and photographical documentation.
   c. Company will survey traffic areas and major construction areas to assist the City with traffic observation and planning.
   d. Both video and numeric sampling or counts will be utilized to validate the Cities planning of traffic flow, pedestrian flow and overall safety/compliance monitoring.

6. **Aerial video and data support of special events (Scheduled Services):** Company will provide aerial survey of special events through individual task orders. This support will facilitate public safety and pedestrian/vehicle traffic management. Additional event support may be required by the City of Las Vegas. Company will be notified in advance and support will be provided from the total pool of hours authorized under this contract.

7. **Product Generation (Additional Services):** The City of Las Vegas may request various products from the Company. These products include, but are not limited to: raw or produced video, modeling, counts and estimations, thermal or infra-red imagery, mapping, volumetric calculations, still graphics with annotations of Essential Elements of Information (EEIs) previously determined, safety analysis products, damage analysis graphics during emergency events, vehicle/foot traffic follow maps, 360 degree building analysis detailing hazardous or critical elements, and change detection. Any product, once generated is the property of the City. The City may maintain their own copies or arrange for Company to archive and maintain all products accessible via the City's own secured web portal.

8. **Video and data delivery**: All aerial video and data services identified in sections two (2) through seven (7) of this Scope of Work will include near real-time video delivery and access to archived data to a secure website and mobile devices. Raw video and data (when applicable) must also be made available for inject into the City of Las Vegas network architecture in a common internet protocol streaming file type. All video, data captured and distributed, and products generated by the Company while servicing this contract is property of the City of Las Vegas and cannot be used or shared by the Company without prior written consent by the City of Las Vegas. The Company shall maintain video and data for a period of three (3) business days to allow the City of Las Vegas time to ensure it has successfully obtained video and data during data collection sessions that occurred during these time frames. Unless long-term access to archived video and products has been arranged, existing data will be deleted.

9. **Imagery Analysis:** Company shall provide real-time imagery analysis of all video during preplanned, random and emergency data collection. The EEIs will be determined by the City and the Company and may be altered or modified at any time to meet or refine needs. EEIs will be detailed by the City as information needed to fulfill the requirements in sections two (2) through six (6) in the Scope of Work. The Company will notify the appropriate Detention and Enforcement personnel or emergency response personnel, and City Project Manager as appropriate during all data collection sessions. Notifications shall be conducted via telephone for situations that require immediate or urgent response by City Project Manager or first responders. The Company will perform analysis to identify subjects in accordance with sections two (2) through seven (7) of the Scope of Work. Live/Near Real-Time analysis may be requested and posted on a common interface chat program for situational awareness and data collection cohesiveness.

10. **Operations and scheduling**: The City of Las Vegas may specify times or time frames for desired collections. Other collections may be at random as determined by the City. Daily flight hours are established as a guide and may not be adhered to exactly. Company will attempt to meet the daily requirement as both a weekly and

monthly average and will not exceed the total hours per month as set forth in this contract. Weather, special events, incident response, and maintenance are typical items that could cause a daily overage or shortage of hours flown.

11. **Small Unmanned Aerial Systems (sUAS) Operations:** Company will conduct sUAS operations in support of City requirements as outlined in sections two (2) through seven (7) of the Scope of Work and other special requirements as determined in collaboration with the City's Project Manager. Company will employ sUAS in support of smaller events or specific portions of larger events. Due to the special requirements for sUAS operations, these data collection sessions will be accomplished on a preplanned basis when possible or built into any contingency planning so as to have proper coordination accomplished for their usage. Company shall be responsible for coordinating ground and flight operations efforts including data collection planning, and execution. The Company will advise the City's Project Manager of all sUAS operations.

12. **sUAS Training/Consultation (Training):** The Company will provide sUAS training and consultation to the City of Las Vegas. Training will include ground and flight training, sensor operations, video/data collection and distribution, local/state/federal regulatory requirements and insurance matters. Training will be scheduled as needed by the City's Project Manager in collaboration with the Company.

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

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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.

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Telephone: 702-857-8441	**Project Number:** 160074-TF
EIN or DUNS :	

Block 3: Type of Business

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

Contract No
Contract Name
Attachment 1

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.	James J. Fleitz	8260 W. Charleston Blvd. Suite 3, Las Vegas, NV 89117	702-857-8441
2.	Michael E. Frechette	8260 W. Charleston Blvd. Suite 3, Las Vegas, NV 89117	702-857-8441
3.	THE BRENNAN CONSULTING GROUP, LLC	2831 St. Rose Parkway, Suite 200, Henderson, NV 89052	702-719-4100
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5: Disclosure of Ownership and Principals – **Alternate**

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

Name of Attached Document: N/A

Date of Attached Document: N/A Number of Pages: N/A

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

Michael E. Frechette
Name

6 May 2016
Date

Subscribed and sworn to before me this 6 day of MAY, 2016

Mary A Barnes
Notary Public

MARY A. BARNES
Notary Public State of Nevada
No. 92-0117-1
My Appt. Exp. January 24, 2020

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
For possible action to approve award of Modification No. 1 to Contract No. 16.59477-TF, Repair/Reconstruction/Maintenance of Regional Flood Control Facilities - Department of Public Works - Award recommended to: LONE MOUNTAIN EXCAVATION AND UTILITIES, INC. ($1,100,000 - Road and Flood Capital Projects Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,100,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This modification provides for the addition of funds to this contract received by the Regional Flood Control District for debris removal from the Kyle Canyon Detention Basin. Lone Mountain Excavation and Utilities Inc. is located in Las Vegas, Nevada.

PCC: T. Fernandez
POC: Greg Langham - (702) 474-4216

RECOMMENDATION:
That City Council approve award of Modification No. 1 to Bid No. 16.59477-TF, Repair/Reconstruction/Maintenance of Regional Flood Control Facilities to Lone Mountain Excavation and Utilities, Inc. in the amount of $1,100,000 bringing the total Contract amount to $4,045,290. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Modification No. 1 to Contract No. 16.59477-TF

CITY OF LAS VEGAS CONTRACT MODIFICATION

DATE: May 31, 2016

BID# 16.59477-TF PURCHASE ORDER #: 355734 SUPPLEMENT: MODIFICATION #: 1

NAME AND ADDRESS OF CONTRACTOR: Lone Mountain Excavation & Utilities, LLC
7350 Dean Martin Drive, Suite 310
Las Vegas, Nevada 89139

CONTRACT DESCRIPTION: Repair/Maintenance/Reconstruction Flood Control Facilities

DESCRIPTION AND REASON FOR MODIFICATION: Additional funding required for debris removal from the Kyle Canyon Detention Basin as requested by the Regional Flood Control District

CONTRACT CONTINGENCY AMOUNT: $0.00 REMAINING: $0.00

PRICE OF THIS MODIFICATION (WRITTEN): One million one hundred thousand dollars: $1,100,000

TOTAL TIME EXTENSION FOR THIS MODIFICATION (WRITTEN): Zero # DAYS: 0

ORIGINAL COMPLETION DATE: NEW COMPLETION DATE:

PRICE OF ORIGINAL CONTRACT:	$2,945,290	
PRICE OF ALL PREVIOUS MODIFICATIONS:	$0	(#_____through _____)
PRICE OF THIS MODIFICATION:	$1,100,000.00	
PRICE OF CONTRACT (INCLUDING THIS MODIFICATION):	$4,045,290	

1. This Modification 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.

2. ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS CONTRACT, INCLUDING PREVIOUS MODIFICATION(S), IF ANY, REMAIN THE SAME.

THE CITY OF LAS VEGAS AND THE CONTRACTOR NAMED ABOVE DO MUTUALLY AGREE TO THIS CONTRACT IN STRICT ACCORDANCE WITH THE TERMS AS STATED ABOVE. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MODIFICATION AS OF THE APPROVAL DATE OF THIS MODIFICATION.

APPROVED: _____ (NAME OF CONTRACTOR)

PURCHASING AND CONTRACTS MANAGER BY _____ DATE

_____ (SIGNATURE) _____ (TITLE)

_____ (DATE)

ATTEST: _____ (CITY CLERK)

APPROVED AS TO FORM:

John S. Ridilla
Deputy City Attorney

John S. Ridilla (SIGNATURE)

6/1/16 (DATE)

CLV 7042 P&C 6/8/94 1210-020-6/94

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the City's Excess Workers' Compensation Insurance coverage for Fiscal Year 2017 with AON Risk Services, Inc. ($443,281 - Workers' Compensation Self-Insurance Trust Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $443,281
Funding Source: Workers' Compensation Self-Insurance Trust Fund
Dept./Division: Human Resources/Risk and Benefits

PURPOSE/BACKGROUND:
Chapter 616 of the Nevada Revised Statutes (NRS) requires that all self-insured employers maintain excess workers' compensation insurance coverage. The premium for this coverage is based on a self-insured retention limit of $1,000,000 per claim for non-public safety personnel and $4,000,000 for public safety personnel. AON solicited bids from six carriers and determined our current carrier, New York Marine, was best suited for continuing coverage. New York Marine's 2016/2017 quote of $443,281 represents a savings of $113,859 from the expiring rate of $557,140. New York Marine's AM Best rating is A IX.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
New York Marine Excess Workers' Compensation Insurance Quote FY 2017

MIDLANDS
Beyond Coverage™

PO Box 22778 Oklahoma City, OK 73123
Phone: 405.840.0074 • Fax: 405.840.5432

Date: 04/12/2016

To: Billy Deeb
Aon Risk Insurance Service West, Inc.
Los Angelas, CA

From: Janna Preston - jlpreston@midman.com

Account: City of Las Vegas
495 South Main Street
Las Vegas, NV 89101

Quoting on behalf of:
NEW YORK MARINE & GENERAL INSURANCE COMPANY
Specific Excess & Aggregate Excess Workers' Compensation and Employers' Liability Quote
A.M. Best Rated: "A" (Excellent), IX

We are pleased to provide the following quotation terms as follows:

Quote Option MMC105235	
Policy Term	July 1, 2016 / July 1, 2017
Estimated Manual Premium	$3,914,456
Estimated Total Payroll	$112,932,000
Covered State(s)	NV
Specific Retention	$1,000,000 except $4,000,000 applicable to police, fire & first responders
Specific Limit	Statutory
Employers Liability Limit	$1,000,000
Aggregate Attachment Rate	NIL
Minimum Aggregate Attachment	NIL
Aggregate Limit	NIL
Maximum Loss Accruing Aggregate	NIL
Excess Rate	0.3890
Estimated Premium Excluding Terrorism	$439,305
Terrorism Charge	$3,675
Total Minimum Premium	$398,683
Total Deposit Premium	$442,981

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PO Box 22778 Oklahoma City, OK 73123
Phone: 405.840.0074 • Fax: 405.840.5432

Commission: 15%, included in above premium.

Quote Expiration: June 30, 2016

TPA: Cannon Cochran Management Services, Inc. (CCMSI)

Payment Plan: Premium is due in full at inception of policy period.

The above quote is subject to:

1. Final Premium will be at least and not less than the minimum premium stated above.
2. Require full implementation of safety/loss control program and retention of TPA, approved by New York Marine and General Insurance Company, throughout the policy period.
3. Receipt of Excel formatted employee concentration information by location with physical addresses included.
4. Receipt of 5 years loss run summaries valuated within 90 days of the inception date of this policy and without adverse development. Please confirm valuation date of loss runs provided.
5. The Terrorism Charge is calculated separately and not included in the total rate above. It is subject to adjustment at audit.
6. Applicable state endorsements plus other coverage additions/exclusions may apply. All other endorsements desired must be requested prior to binding and are subject to approval.
7. Please sign and return the attached Terrorism Disclosure. Same must be received within thirty (30) days of binding.
8. New York Marine and General Insurance Company has the right, but not the obligation, to audit the TPA listed above.

Risk Control Services: See attached document listing services available

Please do not hesitate to contact me with any questions, Thank you.

Regards,



Janna Preston

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PO Box 22778 Oklahoma City, OK 73123
Phone: 405.840.0074 • Fax: 405.840.5432

New York Marine and General Insurance Company

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT COVERAGE

City of Las Vegas

Insured's Name

Policy Number

Coverage for acts of terrorism is included in your policy. This disclosure addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015.

Definitions

The definitions provided in this disclosure are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this disclosure are defined in the Act, the definitions in the Act will apply.

1. "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.
2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:
   a. The act is an act of terrorism.
   b. The act is violent or dangerous to human life, property or infrastructure.
   c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
   d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.
4. "Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed $100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds $100,000,000,000; and for aggregate Insured Losses up to $100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

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Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
   a. $100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
   b. $120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
   c. $140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
   d. $160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
   e. $180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
   f. $200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed $100,000,000,000.

The portion of your annual premium that is attributable to coverage for acts of terrorism is $3,675 and does not include any charges for the portion of losses covered by the United States government under the Act.

The portion of the Insured's annual premium that is attributable to coverage for certified "acts of terrorism" may be adjustable at audit and is calculated based on a percentage of the Insured's total audited payroll.

I ACKNOWLEDGE THAT WE HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER THIS POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT, MAY BE SUBJECT TO A $100 BILLION CAP THAT MAY REDUCE THIS COVERAGE AND WE HAVE BEEN NOTIFIED OF THE PORTION OF THE PREMIUM ATTRIBUTABLE TO THIS COVERAGE.

_____

Policyholder's Signature

_____

Date

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Risk Management

Personalized Programs & Services

- Management Accountability
- Accident Investigation
- Loss History Analysis
- Hazard Assessment
- Ergonomic Evaluation & Training
- Driver Training

WebNet Training

- On Demand Web-based Training
- 24/7 Full Access
- Multi-User Setup
- Test completion for each training module, to reinforce material.
- Printable Certificates of Completion

Training Topics

- Vehicle/Driver Safety
- Accident Investigation
- Blood Borne Pathogens
- Contractor & Electrical Safety
- Fall Protection
- First Aid
- OSHA Record Keeping
- Violence in the Workplace
- And Many More!

Oklahoma Safety Council & National Safety Council

Free Membership

- Free Annual Subscription to "Safety + Health" Publication
- Membership News Alerts
- Free Downloadable Material
- Free Downloadable Webinars
- Access to The National Safety Council Library & Information
- 24/7 Access & Discounts to National Safety Council Products & Services

Ed Pratt
Director of Risk Management
Direct 405.898.8044

Randy Jacoby
Risk Management Consultant
Direct 405.426.5204

Zane Woods
Risk Management Technician
Direct 405.426.5213

Midlands Management Program for Management of Catastrophic Injuries

MCAT

Workers Compensation: General:

Workers compensation costs more for the same injury/illness than standard Group Health costs

- Higher costs does not mean better outcomes..in fact, the outcomes typically are worse for the same injury under WC
- Good medical practices are usually the most cost effective and have better outcomes…How do we get to high quality at the best cost?

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Origin of the MCAT Program

Midlands Management (CEO Charles Caldwell) created a team of experts to address the medical care and management problems that occur in Worker Comp cases that unnecessarily drive up the costs of care of the injured worker, but may not result in the best outcomes. A successful management strategy was expected to drive down the costs and to improve the outcome of injured workers benefitting the insured, the carrier, and the injured worker.

This program is based on the simple concept that good medical care results in the best outcomes and is the most cost effective.

This was named the Midlands MCAT program.

- 1. **Norman Imes MD**: Physician Medical Director with Critical Care, LTAC, acute care, IME, and legal defense experience
- 2. **Louis Pippin: Claims VP** and administrator with many years of experience in catastrophic injuries
- 3. **Brenda Lafoe-Todd, RN,CCN**: Experienced NCM in charge of the MCAT program
- 4. Jackie Stovall, Certified NCM
- 5. A support staff of experienced adjusters

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Objective of Midlands MCAT:

1. Provide medical and financial assessment of serious injuries to workers that may result in high costs and/or have high medical complexity

2. Act as a resource to the TPAs and Insured. We can assist by simply answering questions about a case or perhaps helping to provide directions to the best patient care. Our group has extensive experience in catastrophic cases to assist in management, provider contracts, claims management, and drug or DME costs.

3. The MCAT Team assesses each claim that has reached or could potentially reach the SIR.

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The Elements of Catastrophic WC Management

1. Early notification of a potential CAT claim
2. Real time access to medical and financial information. An experienced nurse case manager at the site may be needed in addition to the TPA. You and the carrier will be advised if Midlands thinks that may be necessary.
3. Monitor the medical progress of the injured worker, daily if needed. Be certain that standards of care are followed (guidelines). If you don't know, ask us!
4. Facilitate transfer of care to high-quality/cost effective providers as the situation allows, including Specialty hospitals.
5. Timely movement of the patient through the healthcare system. Transfers to lesser levels of care in and out of the acute hospital (LTAC, Rehab, Skilled Nursing, etc.) THINK AHEAD!
6. Assist case management in developing long term treatment goals and plans after the acute phase of the injury is past (outpatient providers, drugs, DME, transition home or to a long-term care facility, etc.)

How to save money in WC:

There has to be a "cultural shift" *there may be resistance due to a variety of reasons*

1. All parties have to cooperate and communicate in a timely manner (TPA, insured, excess carrier). **We cannot change the past.**
2. Avoid selfish motives that may not what is best for the patient, the insured, or most cost effective
3. Analyze and question **EVERYTHING** (Is this the best price? Is this the best provider? Is this the right treatment for the patient?)

4. Midlands has established contracts and relationships with national networks that have greater bargaining clout to control costs. The TPA's have access to our contracts and multiple bids are encouraged.
5. Use "good" providers-avoid bad providers (abusive providers are very expensive)
6. Insist on good medical care (better outcome=less litigation). National guidelines and Midlands can help to determine what good medical care should be.

How are saving measured?

A. **Tangible savings=measurable savings**
(Cost difference of one bid or service vs. another)

How? Assist with bids, access to our contracts, negotiate prices in facilities, DUR, DME

B. **Intangible savings=unmeasurable savings**

1. Modify provider behavior (physicians, facilities) Peer pressure, Guidelines, questioning decisions, choice of facilities and providers

2. Assist in determining the right level of service (home health, LTAC)

3. Assist in determining the best care and facility

Opportunities to save occur in every case, so being proactive is essential!

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Example of MCAT savings:

Case: Head on MVA with severe multiple injuries and loss of 3 limbs.

Tangible savings:

- Negotiation of a better price for prostheses and closer access from her home. Saved $45K initial costs + longer replacement intervals and less annual maintenance (Est. $280,000 savings)
- Declined Loss Capitation Offer: 3.9 million over 30 mos. To date paid $2.2 million with 9 months to go to reach 30 mos.
- Saved $12,300 on Van conversion

Intangible savings:

- Peer contact: allowed most of her care to be moved back to her hometown (physician care, rehab, and eventually prosthetic care) This stops assisted travel to another state for medical care.
- Peer contact: resulted in decreased long term prosthetics costs due to longer replacement intervals

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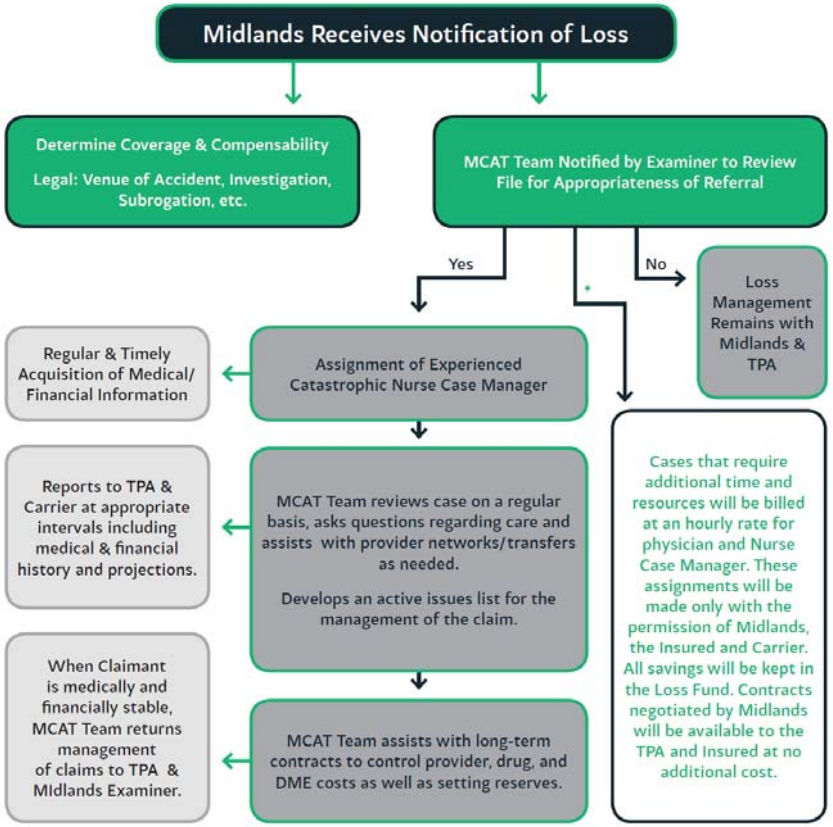
MCAT Work Flow



For Additional Information, Please Contact:
mcat@midman.com
800.800.4007
midlandsmgt.com

WEBNET
Online Safety Training

MIDLANDS

Midlands appreciates your business and are very pleased to inform you of a great new risk management resource. Midlands has partnered with WebNet Online Safety Training to offer comprehensive online training for you and your employees.

All of your employees can sign up to receive online training, including course completion certificates documenting the successful passing of the brief test following each training course.

Let’s get started!

1. Go to www.WebNetTraining.com

2.Click the Member’s Login button

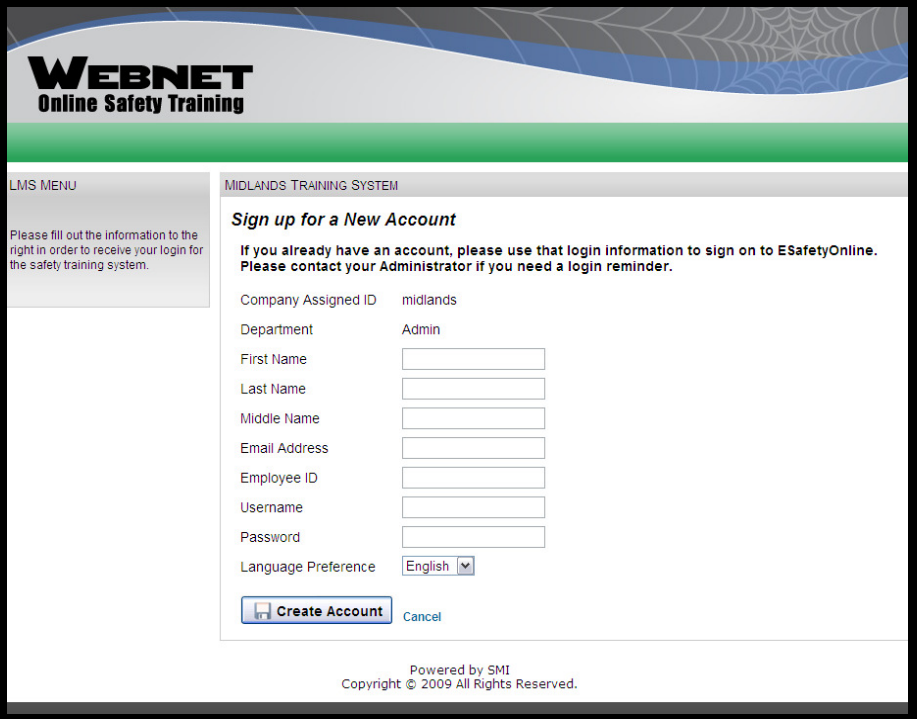


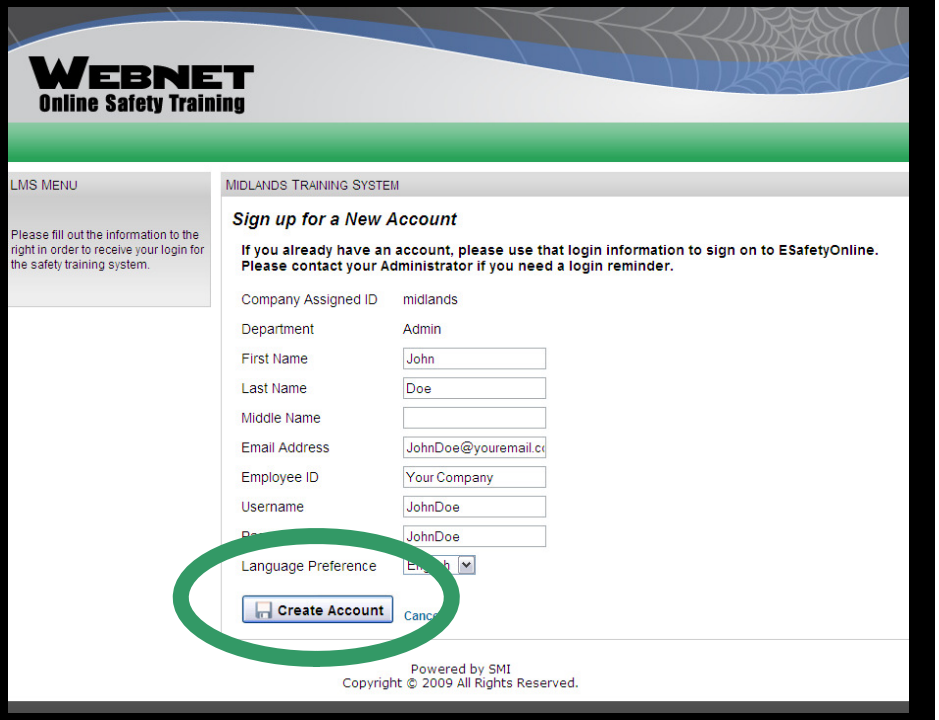

WEBNET
Online Safety Training
TRAINING LOGIN
Company Assigned ID
Username
Password (Forgot Password?)
Sign In
Login Under Different Company
MIDLANDS TRAINING
Please login.
MIDLANDS
Beyond Coverage™
WELCOME
Welcome to the Midlands online safety training system. This system is designed to provide you with high quality safety and health training to enhance your understanding of specific safety topics in order to reduce your risk of injury. Thanks for participating in our new and effective safety training system!
Powered by SMI
Copyright © 2001 - 2013 All Rights Reserved.

You will then be directed to the New Account Sign Up Window.

1. Please fill in the blanks, creating a user id and password.

2. Once your have completed the form, click “Create Account” button.

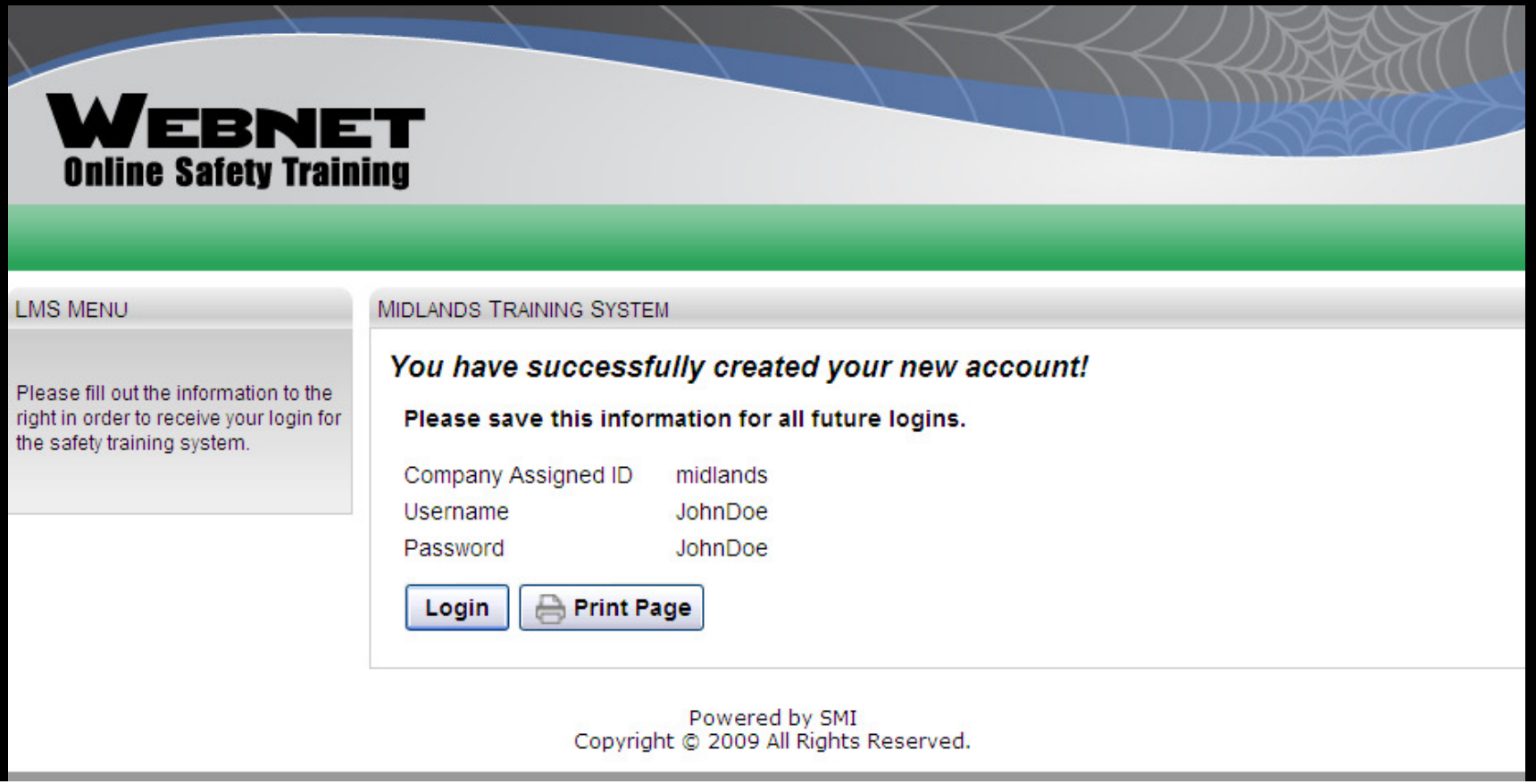




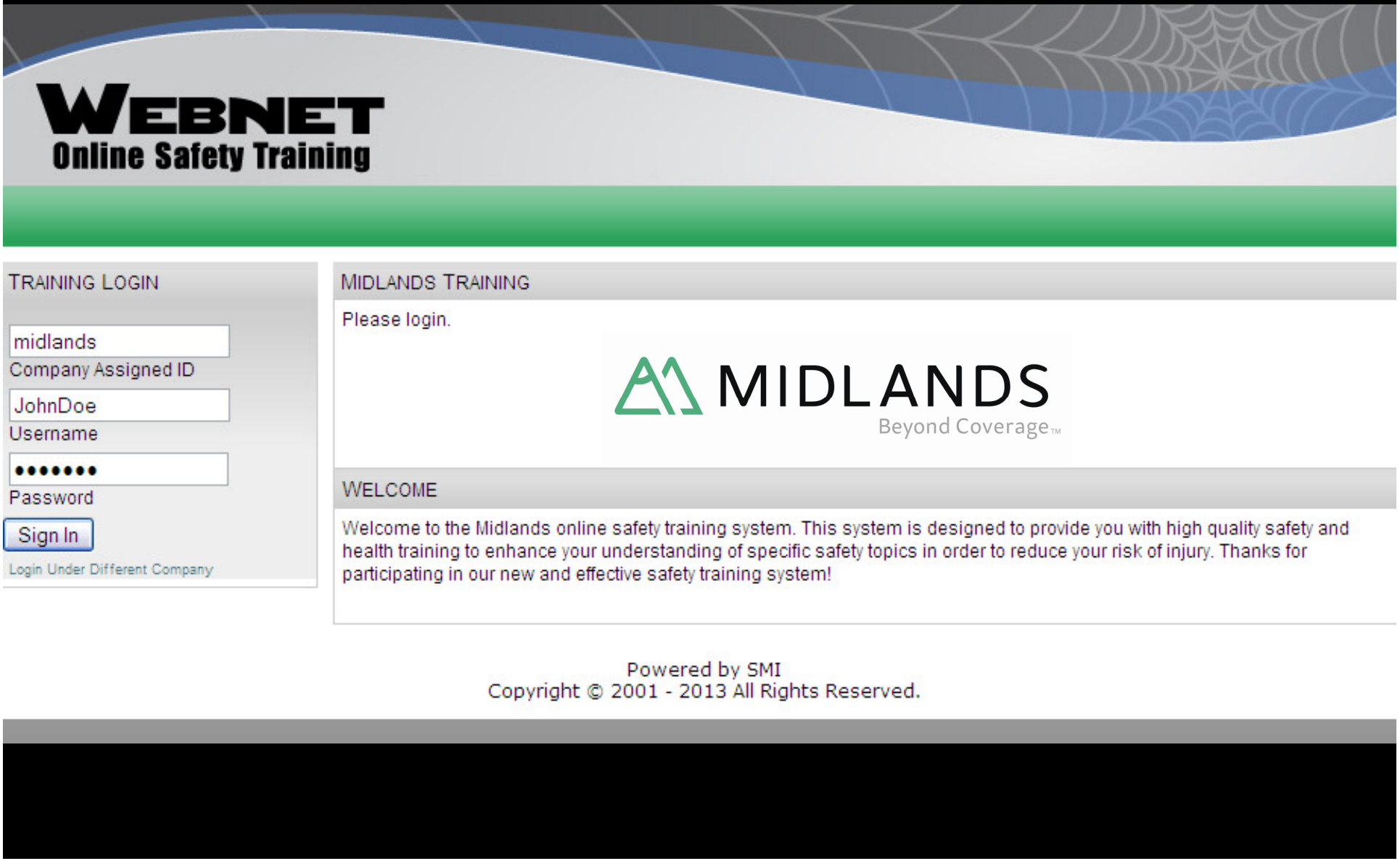
Congratulations!

You have successfully set up your new WebNet Training account.

For your convenience you have the option to print this page for your records.



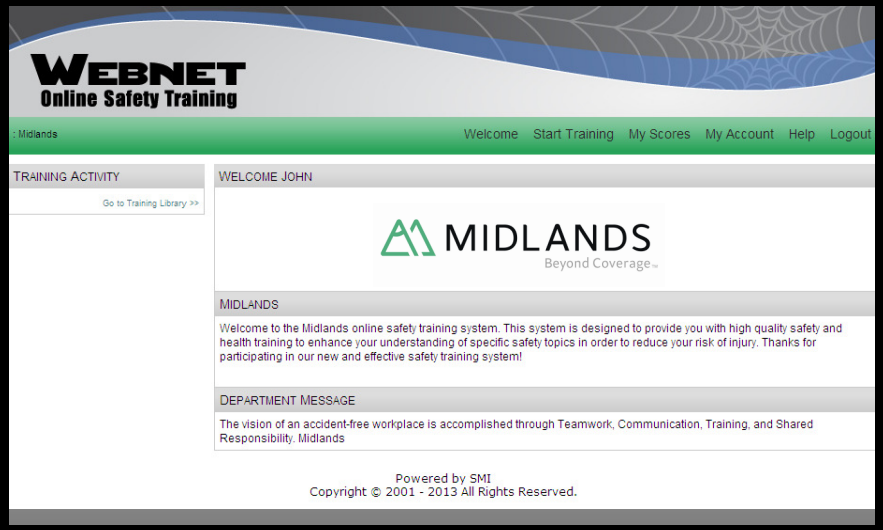
Once your account is setup you will be directed to log into the online portal.



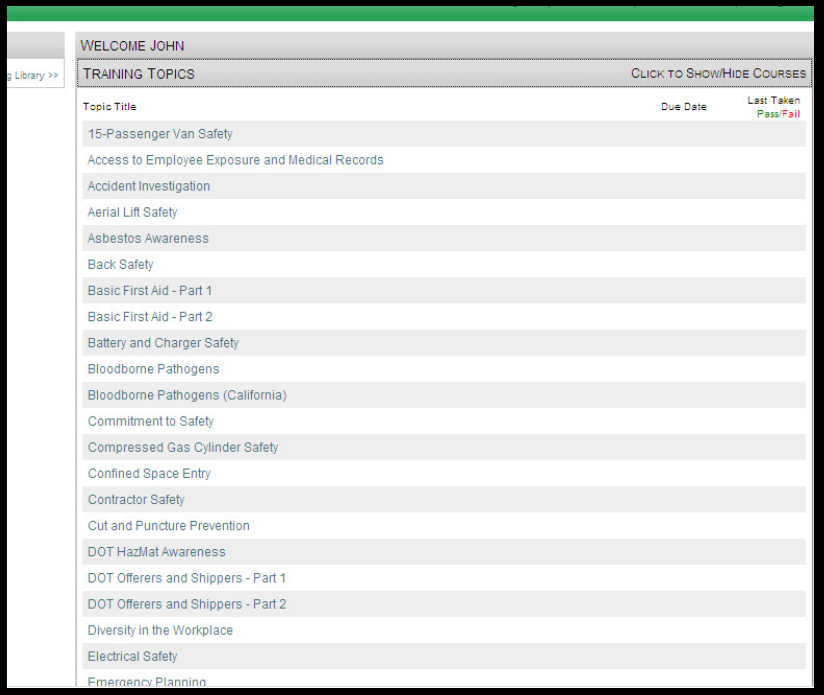
Click “Start Training” to view the list of courses.

1. Expand the list to see everything.

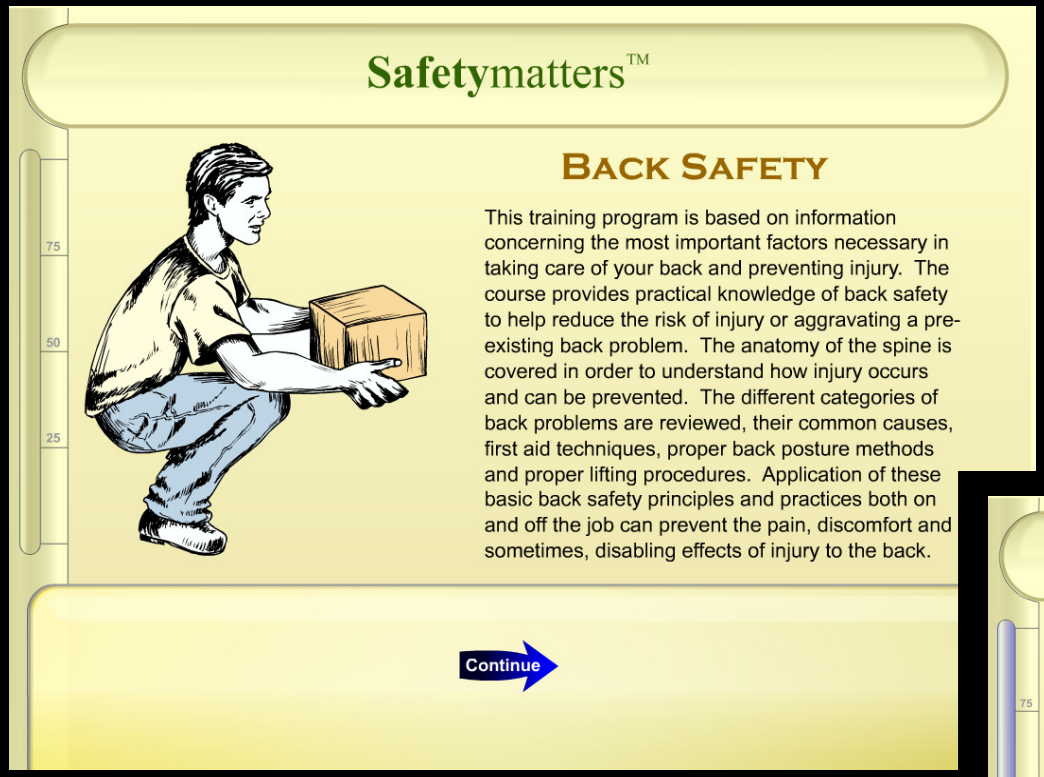
2. Select your course and get started!





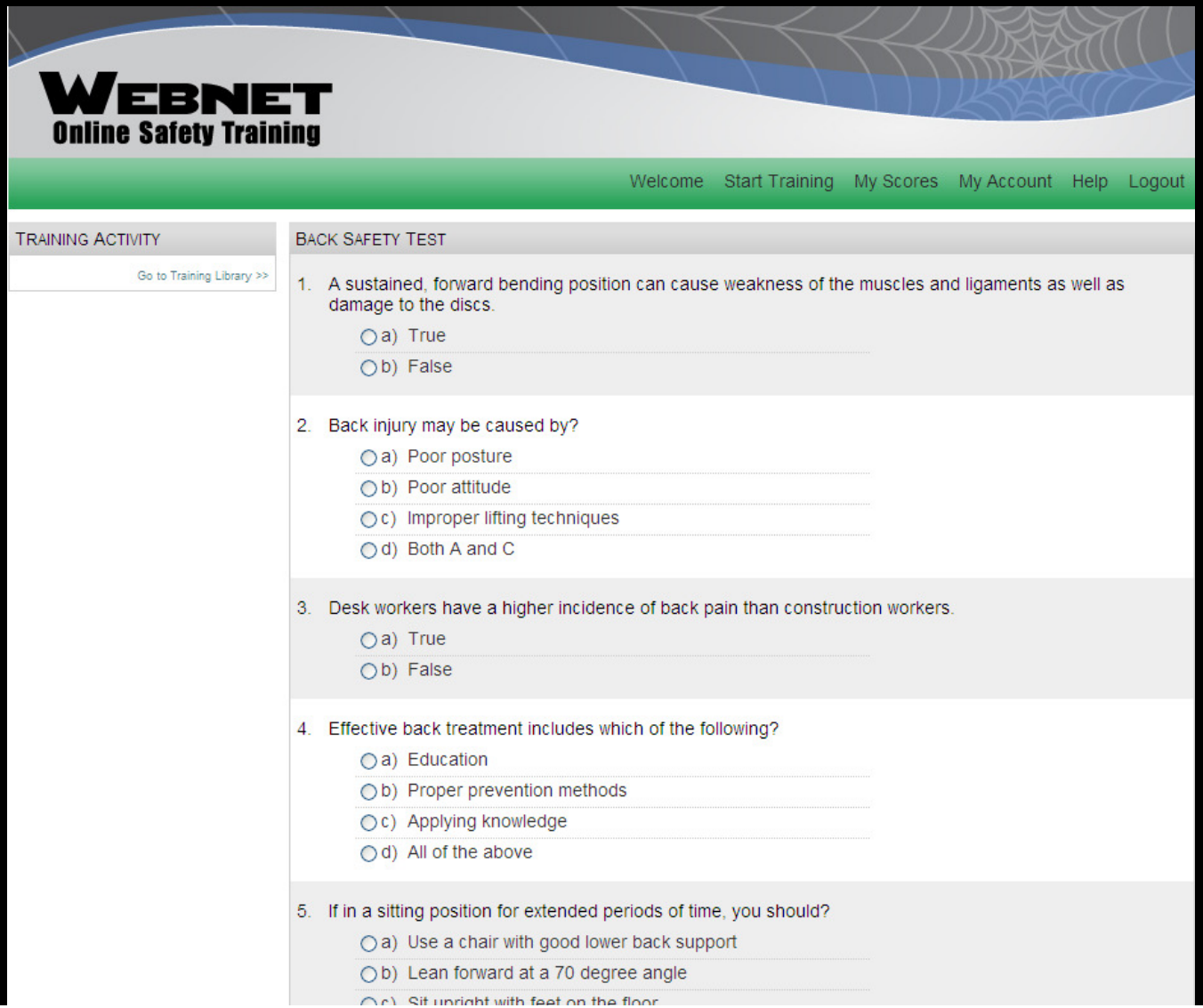


Each course is setup to simply click, listen & learn.





Upon completion of the training exercise, you will be asked to complete a brief test over the material covered.



Once you have submitted your test, you will receive your results!

If you passed, congrats! Print your certificate.
If you failed, you will be able to take the test again.



WEBNET
Online Safety Training

Welcome | Start Training | My Scores | My Account

TRAINING ACTIVITY

Recent Tests

Back Safety

Go to Training Library >>

BACK SAFETY TEST RESULTS

Thank you for completing this training session. Have a safe and productive day. Midlands

John Doe

Back Safety

Your Score: 92% *(Acceptable Score: 75%)*

You have answered 11 question(s) correct out of 12 total question(s).

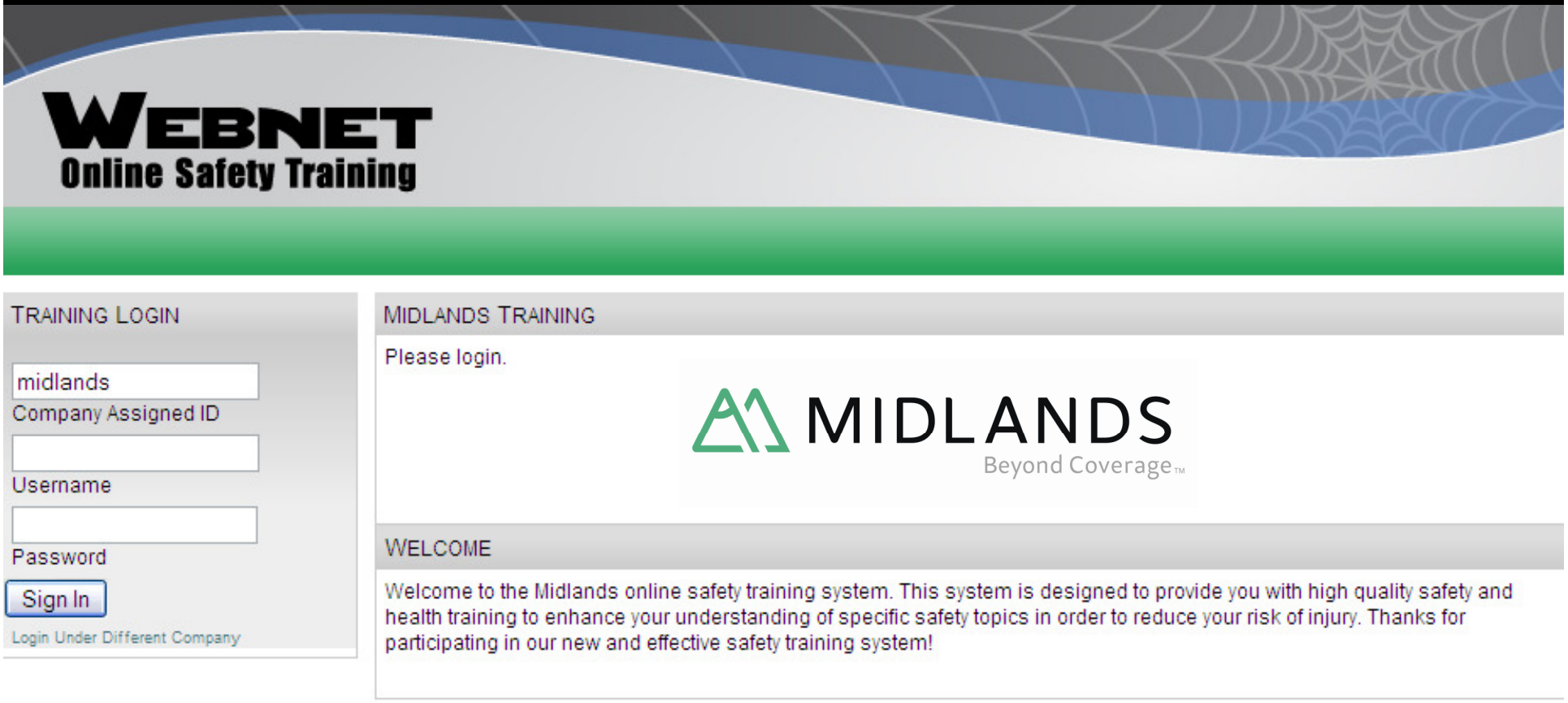
Congratulations! You have successfully completed this training course.

Certificate

Incorrectly Answered Questions

10. What is true about the discs of the back?
    a) Act as shock absorbers
    b) Allow for normal motion of the spine
    c) Have a nucleus (Your Answer)
    d) All of the above (Correct Answer)

When you are done with your training exercises, simply log out.



The Midlands Risk Management Department is pleased to provide this resource to all our clients. If you have any questions, please call either:

- Ed Pratt, Director of Risk Management
- Randy Jacoby, Risk Management Consultant

Midlands
Risk Management Services
3503 NW 63rd Street
Suite 305
Oklahoma City, Oklahoma 73116

Toll Free: 800.800.4007

Ed Pratt, Director of Risk Management

Randy Jacoby, Risk Management Consultant

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the City's property damage fire insurance policy on buildings, contents, outside equipment, boiler and machinery for Fiscal Year 2017 with AON Risk Services, Inc. ($371,119 - Self Insurance Liability Trust Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $371,119
Funding Source: Self-Insurance Liability Trust Fund
Dept./Division: Human Resources/Risk and Benefits

PURPOSE/BACKGROUND:
To provide coverage to the City of Las Vegas for fire and other perils for buildings, contents, leased property, outside equipment, boiler/machinery, projects under construction, domestic and foreign terrorism acts for FY 2017. AON solicited bids from seven carriers and determined our current carrier, Affiliated FM, was best suited for continuing coverage. Affiliated FM's 2016/2017 quote of $371,119 represents a savings of $6,114 from the expiring rate of $377,233. Affiliated FM's AM Best rating is A+ XV.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Affiliated FM – Property Insurance Quote FY 2017

INSURANCE PROPOSAL for City of Las Vegas

To: Ryan Jacques | From: Darya Haefele

At: Aon Risk Insurance Services West, Inc. | Date: 18 Apr 2016

A. POLICY TERM:

01-July-2016 to 01-July-2017

B. NAMED INSURED:

City of Las Vegas, and its wholly or majority owned subsidiaries and any interest which may now exist or hereinafter be created or acquired which are owned, controlled or operated by any one or more of those named insureds.

C. POLICY LIMIT:

This Company's total limit of liability, including any insured Business Interruption loss, will not exceed the Policy Limit of $500,000,000 as a result of any one **occurrence** subject to the respective sub-limits of liability shown elsewhere in this Policy.

D. POLICY TERRITORY:

Coverage provided by this policy is limited to property while located within: the fifty (50) United States; District of Columbia; Commonwealth of Puerto Rico; U.S. Virgin Islands; and Canada.

Supply Chain Coverage Territory

Coverage provided in BUSINESS INTERRUPTION COVERAGE EXTENSIONS, Supply Chain, is limited to property anywhere in the world except in the following countries, provinces or jurisdictions:

Afghanistan; Albania; Algeria; Angola; Armenia; Azerbaijan; Bangladesh; Belarus; Belize; Benin; Bhutan; Botswana; Burkina Faso; Burundi; Cambodia; Cameroon; Central African Republic; Chad; Cote D'Ivoire; Cuba; Democratic Republic of the Congo; Djibouti; Egypt; Equatorial Guinea; Eritrea; Ethiopia; Fiji; Gabon; Gambia; Georgia; Ghana; Grenada; Guinea; Guinea-Bissau; Guyana; Haiti; Jammu and Kashmir in India; Iran; Iraq; Israel; Gaza Strip, West Bank and territories north of Latitude 32.80 N in Israel; Laos; Lebanon; Lesotho; Liberia; Libya; Madagascar; Malawi; Mali; Mauritania; Mauritius; Moldova; Mongolia; Montenegro; Montserrat; Mozambique; Myanmar; Namibia; Nepal; Niger; Nigeria; North Korea; Pakistan; Papua New Guinea; Aksai Chin and Trans-Karakoram Tract in People's Republic of China; Republic of the Congo; Chechen Republic of the Russian Federation; Rwanda; Senegal; Seychelles; Sierra Leone; Somalia; Sri Lanka; South Sudan; Sudan; Swaziland; Syria; Tajikistan; Tanzania; Timor-Leste; Togo; Agri, Batman, Bingol, Bitlis, Diyarbakir, Elazig, Hakkari, Igdir, Mardin, Mus, Sanliurfa, Siirt, Sirnak and Van in Turkey; Turkmenistan; Uganda; Ukraine; Crimea Region of Ukraine; Uzbekistan; Venezuela; Yemen; Zambia; and Zimbabwe.

E. INSURANCE PROVIDED:

This Policy covers property, as described in this Policy, against ALL RISKS OF PHYSICAL LOSS OR DAMAGE, except as hereinafter excluded, while located as follows:

As per schedule on file dated 23-March-2016.

F. SUB-LIMITS:

Unless otherwise stated below or elsewhere in this Policy, the following sub-limits of liability, including any insured Business Interruption loss, will be the maximum payable and will apply on a per **occurrence** basis.

The sub-limits stated below or elsewhere in this Policy are part of and not in addition to the Policy Limit.

When a limit of liability applies to a **location** or property, such limit of liability will be the maximum amount payable for all loss or damage.

This Company's total combined limit of liability for Business Interruption will not exceed the highest limit shown in the sublimit section under Business Interruption Coverage.

There shall be no liability under this Policy when "NOT COVERED" is shown as a sublimit.

1.	NOT COVERED	Earth Movement **annual aggregate** for all coverages provided, and is the maximum amount payable for all loss or damage caused by or resulting from Earth Movement in any **occurrence**
2.	$5,000,000	Flood **annual aggregate** for all coverages provided, and is the maximum amount payable for all loss or damage caused by or resulting from Flood in any **occurrence**, not to exceed:
	$50,000	Flood **annual aggregate** as respects Errors & Omissions, Off-Premises Service Interruption, Unnamed **Locations** and Supply Chain combined.
3.	$1,000,000	Golf Course Coverage per **occurrence** not to exceed: $50K per item
4.	$500,000	Animals Coverage **annual aggregate** for all coverages provided not to exceed $50,000 per animal
5.	$250,000	Pavement and Roadways

Additional Property Damage Coverage

$500,000	Accounts Receivable
$100,000	Arson or Theft Reward
Policy Limit	Brands and Labels
$100,000	Change of Temperature
Policy Limit	Control of Damaged Property
$500,000	Data, Programs or Software
Policy Limit	Debris Removal
Policy Limit	Decontamination Costs
$100,000	Deferred Payment
Policy Limit	Demolition and Increased Cost of Construction
$10,000,000	Errors and Omissions
$2,500,000	Expediting Expenses
$2,500,000	Fine Arts
$50,000	Green Coverage not to exceed 25% of the amount of the property damage loss
$50,000	Land and Water Clean Up Expense **annual aggregate**
$100,000	Locks and Keys
$250,000	Money and Securities
$10,000,000	Newly Acquired Property
$2,500,000	Off-Premises Service Interruption - Property Damage not to exceed $50,000 for voice, data, and video services
$100,000	Professional Fees
Policy Limit	Property Removed from a Location

Policy Limit	Protection and Preservation of Property - Property Damage not to exceed $250,000 for security costs
$100,000	Tax Treatment
$100,000	Tenants Legal Liability
	Terrorism Coverage and the Supplemental United States Certified Act of Terrorism Endorsement
$100,000	A. United States Certified Act of Terrorism coverage
$100,000	B. Terrorism Coverage for Locations Outside of the United States **annual aggregate** but not to exceed $100,000 **annual aggregate** for Property Removed from a Location, Unnamed Locations and Flood
$500,000	Transit not to exceed $250,000 for Business Interruption
$10,000,000	Unnamed Locations
$500,000	Valuable Papers and Records

Business Interruption Coverage

$1,500,000	Gross Earnings not to exceed 30 days for **ordinary payroll**
$1,500,000	Gross Profits for 12 months Period of Liability not to exceed 30 days for **ordinary payroll**
$1,500,000	Rental Income
$10,000,000	Extra Expense

Business Interruption Coverage Extensions

$100,000	Attraction Property
30 Days	Civil or Military Authority
$250,000	Computer Systems Non-Physical Damage **annual aggregate**
$100,000	Contractual Penalties
$100,000	Crisis Management not to exceed 30 Days
30 Days	Extended Period of Liability
$500,000	Ingress/Egress
$250,000	Leasehold Interest
$100,000	Logistics Extra Cost
$2,500,000	Off-Premises Service Interruption - Business Interruption not to exceed $50,000 for voice, data, and video services
Policy Limit	Protection and Preservation of Property - Business Interruption
$250,000	Research and Development
$100,000	Soft Costs
$500,000	Supply Chain

G. DEDUCTIBLE AMOUNT:

This Company will not be liable for loss or damage, including any insured Business Interruption loss, in any one **occurrence** until the amount of loss or damage exceeds the deductible amount shown below and then this Company will only be liable for its share of the loss or damage in excess of the deductible amount. If two or more deductibles apply to a single **occurrence**, then no more than the largest deductible amount will apply. However, this Policy allows for the application of separate and distinct deductibles and deductibles for specific loss or damage as shown below.

The following deductible amounts shall apply per **occurrence**, unless otherwise stated, for insured loss or damage under this Policy:

1. $100,000 Flood (per **location** for all coverages provided).

2. Boiler and Machinery:

   A.Property Damage: $10,000

   B.Business Interruption Waiting Period:

   The Company will not be liable for business interruption loss unless the period of liability exceeds 24 hours. Should the period of liability exceed this time period, the loss will be calculated beginning from the time of loss, and will not include this waiting period.

3. Off Premises Service Interruption Waiting Period:

   A.Property Damage: $10,000

   B.Business Interruption Waiting Period:

   The Company will not be liable for business interruption loss unless the period of liability exceeds 24 hours. Should the period of liability exceed this time period, the loss will be calculated beginning from the time of loss, and will not include this waiting period.

4. Data, Programs, or Software and Computer Systems Non-Physical Damage Deductible:

   A. Data, Programs, or Software:

   In the event of loss or damage to Data, Programs, or Software insured by this Policy caused by the malicious introduction of a machine code or instruction, no coverage is provided unless the period of liability exceeds 48 hours beginning from the time of insured loss or damage. The company's liability commences only after, and does not include, the waiting period specified.

   If the period of liability exceeds 48 hours, the insured loss or damage will be calculated based upon the amount of such loss in excess of the waiting period, subject to a minimum deductible of $10,000 combined for all coverages.

   Any period in which business operations or services would have not been maintained, or any period in which goods would have not been produced will not be included as part of or serve to reduce the effect of any waiting period.

   B. Computer Systems Non-Physical Damage:

   In the event of loss resulting from the failure of the Insured's electronic data processing or media to operate as a direct result of a malicious act directed at the named Insured, no coverage is provided unless the period of liability exceeds 48 hours beginning from the time of insured loss or damage. The company's liability commences only after, and does not include, the waiting period specified.

If the period of liability exceeds 48 hours, the insured loss or damage will be calculated based upon the amount of such loss in excess of the waiting period, subject to a minimum deductible of $10,000 combined for all coverages.

Any period in which business operations or services would have not been maintained, or any period in which goods would have not been produced will not be included as part of or serve to reduce the effect of any waiting period.

5. $10,000 All Other Losses.

H. SPECIAL TERMS AND CONDITIONS:

1. **United States Certified Act of Terrorism 2015**

As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico, the definition of terrorism contained in DEFINITIONS is declared null and void and it is agreed that an event defined as a Certified Act of Terrorism under the terms of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this policy shall be considered terrorism within the terms of this policy. Notwithstanding anything contained in this policy to the contrary, this policy provides coverage for direct physical loss or damage to insured property and any resulting Business Interruption loss, as provided in the policy, caused by or resulting from a Certified Act of Terrorism only to the extent coverage is provided under the terms and conditions of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this policy. Any difference in limit between loss recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT and this policy is not recoverable under this policy.

2. **Historical Replacement Cost**

LOSS ADJUSTMENT AND SETTLEMENT item L., Valuation, is amended to include:

With respect to buildings designated by a local, state, or federal authority to be of historical significance or of historical value, such rebuilding, repairing or replacement shall be with modern material, workmanship processes, technologies and designs, and shall not include the cost of re-creating outdated, archaic or antiquated materials, workmanship, processes, technologies, or designs, whether or not such cost otherwise would be covered under Section D., ADDITIONAL PROPERTY DAMAGE COVERAGE, item 10., Demolition and Increased Cost of Construction.

3. **Specific Flood Exclusion - PRO 128 (4/15)**

ADDITIONAL PROPERTY DAMAGE COVERAGE, **Flood** does not apply to any property except at the following location(s):

232. Lv Museum Of Organized Crime, 300 East Stewart Avenue, Las Vegas, NV, 89101

4. **Golf Course Coverage - PRO 388 (4/15)**

This Policy is extended to cover physical loss or damage from a **named peril** to a golf **putting green**, **fairway** or **teeing ground**.

DEFINITIONS are amended to include:

Putting green means an area of short grass and amending soil defined by the Royal and Ancient Golf Club of Saint Andrews (R&A) and United States Golf Association (USGA) as part of a golf course used as a putting surface.

Teeing Ground means any area of short grass and amending soil defined by the Royal and Ancient Golf Club of Saint Andrews (R&A) and United States Golf Association (USGA) as part of the golf course used as a teeing surface to start each hole.

Fairway means "through the green" as defined by the Royal and Ancient Golf Club of Saint Andrews (R&A) and United States Golf Association (USGA) that is part of a golf course between the teeing ground and putting green, excluding bunkers and water hazards.

5. **Motor Vehicle Coverage at the Insured's Locations - PRO 143 (4/15)**

This Policy covers:

a) Motor vehicles;

b) Trucks; and

c) Trailers;

Licensed for highway use while at a **described location** .

PROPERTY EXCLUDED, item 7., is amended to:

7. Motor vehicles licensed for highway use owned by directors, officers and employees of the Insured except while at a described location.

Motor Vehicle Coverage Exclusion: With respect to Motor Vehicle Coverage, the following additional exclusions apply:

This Policy does not cover loss or damage resulting from:

i) Collision; or

ii) Overturn;

While such motor vehicles, trucks, and trailers are being operated under their own power; or being towed (whether or not in motion at the time of loss).

6. **Animals Coverage - PRO 370 (4/15)**

Coverage provided by this Policy is extended to include physical loss or damage to animals while at **described locations**.

PROPERTY EXCLUDED, item 2., is amended to:

Growing Crops or standing timber.

Animals Coverage Exclusion: As respects Animals Coverage, the following additional exclusions apply:

This Policy excludes animal mortality, including any physical injury or death caused by other animals, unless directly caused by **named perils**.

Animal Coverage Valuation: On property covered under this coverage, the loss amount will not exceed the lesser of:

a. The cost to replace the animal with a similar species of animal; or

b. The value designated for the animal in the most recent statement of values submitted by the Insured; or

c. The sub-limit for animals.

I. INDEX OF FORMS:

The following forms are made part of this Policy:

Title	Form No.	Edition
Declarations Page	PRO DEC 4100	(04/15)
Declarations	PRO S-1 4100	(04/15)
All Risk Coverage	PRO AR 4100	(04/15)
Supplemental United States Certified Act of Terrorism Endorsement	7312	(1/15)
Nevada Amendatory Endorsement	AFM 6513	(04/15)

Total Premium **including** the United States Certified Act of Terrorism coverage: $379,819 at 17.00% commission

Total Premium **excluding** the United States Certified Act of Terrorism coverage: $362,819 at 17.00% commission

Total Premium for the United States Certified Act of Terrorism: $17,000 at 17.00% commission

If the option to purchase coverage for the United States Certified Act of Terrorism is elected, the Additional Property Damage Coverage Sub-Limit for Terrorism Coverage part A. will be amended to A. $500,000,000

Engineering Fees: $8,000 at no commission.

Applicable state taxes, surcharges and fees are not included in this proposal. Applicable state taxes, surcharges and fees will be added to the invoice.

Any variations between this proposal letter and Affiliated FM forms versus your application are not provided.

This proposal expires 07/01/2016.

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

Insured Name: City of Las Vegas

Account Number: 15163

Insurer Name: Affiliated FM

The Terrorism Risk Insurance Act of 2002, as amended and extended in 2005, 2007 and again in 2015, gives you the right as part of your property renewal policy to elect or reject insurance coverage for locations within the United States or any territory or possession of the United States for losses arising out of acts of terrorism, as defined and certified in accordance with the provisions of the act.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY PAYS 85% (AND BEGINNING ON JANUARY 1, 2016, SHALL THEN DECREASE BY 1 PERCENTAGE POINT PER CALENDAR YEAR UNTIL EQUAL TO 80 PERCENT) OF COVERED TERRORISM LOSSES EXCEEDING A STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER REFERENCED ABOVE. **ALSO, THERE IS A $100,000,000,000 CAP ON THE FEDERAL AND INSURER SHARE OF LIABILITY STATING THAT IF THE AGGREGATE INSURED LOSSES EXCEED $100,000,000,000 DURING ANY CALENDAR YEAR, NEITHER THE UNITED STATES GOVERNMENT NOR ANY INSURER THAT HAS MET ITS INSURER DEDUCTIBLE SHALL MAKE PAYMENT OR BE LIABLE FOR ANY PORTION OF THE AMOUNT OF SUCH LOSSES THAT EXCEED $100,000,000,000.** THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE: UNDER FEDERAL LAW, YOU HAVE THE RIGHT TO ACCEPT OR REJECT THIS OFFER OF COVERAGE FOR TERRORIST ACTS COVERED BY THE ACT AS PART OF YOUR RENEWAL POLICY. IF WE DO NOT RECEIVE THIS SIGNED DISCLOSURE FORM PRIOR TO THE RENEWAL POLICY EFFECTIVE DATE OF July 1, 2016, THEN YOUR RENEWAL POLICY WILL REFLECT YOUR DECISION NOT TO PURCHASE THE TERRORISM COVERAGE PROVIDED BY THE ACT.

_____ I hereby elect to purchase coverage for terrorist acts covered by the act for an annual premium of $17,000 This premium does not include applicable taxes or surcharges.

_____ I hereby decline this offer of coverage for terrorist acts covered by the act.

_____

Policyholder/Applicant Signature

_____

Print Name

_____

Date

City of Las Vegas Agenda Item No.: **23.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the award to National Casualty Insurance Company of the City's general liability insurance coverage, effective July 1, 2016 to July 1, 2017 ($73,250 - Self Insurance Liability Trust Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $73,250
Funding Source: Self Insurance Liability Trust Fund
Dept./Division: Human Resources/Risk and Benefits

PURPOSE/BACKGROUND:
To supplement the city's self-insured liability fund with general liability insurance coverage required under the lease purchase agreement for financing City Hall. AON solicited bids from six carriers and determined our current carrier, National Casualty Insurance Company, was best suited for continuing coverage. National Casualty Insurance Company's quote of $73,250 represents a savings of $1,140 from the expiring rate of $74,390. National Casualty Insurance Company's AM Best Rating is A+ XV.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
National Casualty Insurance Company's Quote FY 2017

Swett Crawford

City of Las Vegas - City Hall

Quotation

This quotation for coverage is subject to the terms and conditions of the specified insurance company forms currently in use including any listed amendatory endorsements. THIS QUOTATION FOR COVERAGE MAY NOT CONFORM TO THE TERMS AND CONDITIONS REQUESTED. Should a change in insurance company be involved, terms and conditions may vary from those currently in force. A copy of the form to be used is available upon request. As the retail broker, if you choose to deliver documents electronically to the insured, you acknowledge that you have obtained the consent of the insured in accordance with applicable law.

For Non-Admitted Policies Only:

The Nonadmitted and Reinsurance Reform Act (NRRA) was enacted into law in July 2010 as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act and became effective in July 2011. A number of states have revised their laws and regulations to conform to the new law, and many more have legislation or interpretive guidance pending. The new state laws focus on surplus lines premium taxation and/or other issues addressed by the NRRA. Because of the changing rules and new laws, we may modify or update taxes or other items needed with this policy. You acknowledge that the actual applicable surplus lines taxes and/or fees may therefore be different than those shown on this document, and your acceptance of this constitutes your agreement to pay any additional amount that may be required by the state.

Swett & Crawford
CA Insurance Lic.0532269
21650 Oxnard Street
Suite 1400 | Woodland Hills, CA 91367

Celia Dangelo
Vice President/Broker
Celia_Dangelo@swett.com
(818) 598-6404

Nationwide®

E&S Specialty

Public Entity Quote

Other than PEP Program

Named Insured: City of Las Vegas (City Hall) State: NV
Effective Date: 7/1/16-17 Commission: 17.5% comm show: Comm to Aon 12.25%

General Liability (Occurrence) **Policy No. TBD**
Company: National Casualty Company Admitted Paper

Coverage	Deductible	Limits	Annual Premium
Bodily Injury/Property Damage – Occurrence	$10,000 Per Claim BI/PD	$1,000,000	$72,026
Personal Injury/Advertising	$10,000 Per Claim BI/PD	$1,000,000	Included
Fire Damage Legal Liability	N/A	N/A	Not Covered
Medical Payments	N/A	EXCLUDED	Not Covered
General Aggregate	N/A	$3,000,000	Included
Products/Completed Ops Aggregate	N/A	$3,000,000	Included

+TRIA: $1,224.00

Excess Liability **Policy No. TBD**
Company: National Casualty Company Admitted Paper
Limits: $2,000,000/$2,000,000
Annual Premium: $9,364

Underlying Coverages:
General Liability

+TRIA: $468.00

SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY FORMS
This quote is based upon the application received by the Company and is valid until 7/1/16. Please do not assume coverage or limits not included in this quote. This quote may reflect different or reduced coverage and/or limits from your original request or the expiring policy.

YOU MUST PROVIDE WRITTEN CONFIRMATION TO BIND.

Date: 5/26/16

Quote Conditions

Notice of Terrorism Insurance Coverage must be fully completed, signed by the insured and **returned prior to binding coverage.**
We require, signed and dated, the Applicant Information Section of the application prior to binding coverage.
Additional information requested per email dated 3/31/16 which was not received – please provide prior to binding:
Schedule of locations including square footage of offices and parking lots – also # of parking spaces
PE-APP-GL-GA PE GL Application
GLS-APP-Ques-1 Additional Insured Questionnaire
PE-APP-UMB-GA – Umbrella/Excess Liabiltiy

General Liability
See Attached Forms List

Umbrella
See Attached Forms List

No Flat Cancellations, 25% Minimum Earned
Premium due 20 days from effective date

CASUALTY FORMS LIST

Named Insured: City of Las Vegas

Company: NATIONAL CASUALTY COMPANY **State:** NEVADA

Coverage: COMMERCIAL GENERAL LIABILITY **Effective:** 07/01/2016

Quote/Renewal TBD **Submission Mgmt. #:**

COMMONLY USED FORMS

IL 00 17 (11-98)	Common Policy Conditions
IL 00 21 (09-08)	Nuclear Energy Liability Exclusion
IL 01 15 (01-10)	Nevada Changes - Domestic Partnership
IL 02 51 (09-07)	Nevada Changes - Cancellation and Nonrenewal
NOTX0178CW (03-16)	Claim Reporting Information (Tells Insured How to Report a Claim)
+ OP-D-1 (08-10)	Common Policy Declarations -
UT-401g-NV (08-09)	Changes - Domestic Partnership-Nevada
UT-74g (08-95)	Punitive or Exemplary Damage Exclusion
UT-COVPG (01-16)	Cover Page (NCC)
+ UT-SP-2L (12-95)	Schedule of Forms & Endorsements (Use UT-SP-2 (12-95) for manual policies)
+ UT-SP-3 (08-96)	Schedule of Locations

GL FORMS

CG 00 01 (04-13)	Commercial General Liability Coverage Form
+ CG 03 00 (01-96)	Deductible Liability Insurance **Fill-In:** $10,000
+ CG 20 11 (04-13)	Additional Insured - Managers/Lessors of Premises Additional Premium

Fill-In: City of Las Vegas City Hall, 495 S Main St, Las Vegas, NV
QH Las Vegas, LLC
Additional Premium: $250

+ CG 20 26 (04-13)	Additional Insured - Designated Person or Organization

Fill-In: US Bank National Association $250

CG 21 06 (05-14)	Exclusion - Access or Disclosure of Confidentail or Personal Information and Data-Related Liability - with Limited Bodily Injury Exception
CG 21 16 (04-13)	Exclude - Designated Professional Services

Fill-In: Description of Professional Services: "All professional services of any insured."

CG 21 35 (10-01)	Exclude - Coverage C - Medical Payments

Fill-In: Description and Location of Premises or Classification: "All premises and classifications."

+ CG 21 44 (07-98)	Limitation of Coverage to Designated Premises or Project

Fill-In: City of Las Vegas City Hall, 495 S Main St., Las Vegas NV 89101 and Parking Garage at 500 Main St., Las Vegas, NV 89101

CG 21 49 (09-99) Total Pollution Exclusion

CG 21 96 (03-05) Silica or Silica - Related Dust Exclusion

CG 21 00 (07/98) All hazards in connection with Designated Premises – Excludes: Airport; Airfield Liability; Eminent Domain; Jails (replaces Government Subdivisions CG 24 09)

+ CL-SD-1L (08-01) General Liability Coverage Part Supplemental Dec (occurrence)

+ CL-SP-1L (10-93) General Liability Coverage Part Extension of Dec -

GL-101s (06-11) Governmental Subdivisions - Exclusions

GL-289s (11-07) Known Injury or Damage Exclusion - Personal and Advertising Injury

UT-266g (05-98) Asbestos Exclusion

UT-267g (05-98) Lead Contamination Exclusion

GL-341s (08-12) Hydraulic Fracturing Exclusion

Xx CG 21 67(12-04) Fungi or Bacteria Exclusion

TERRORISM SELECTION

UT-444s (02-15) Cap On Losses From Certified Acts of Terrorism Excluding Nuclear, Biological, Chemical or Radiological Acts of Terrorsim

CG 21 73 (01-15) Exclusion of Certified Acts of Terrorism

ISOxs Forms List

Named Insured: City of Las Vegas **Exp.Policy**
State: Nevada **Policy No.:** TBD
Company: National Casualty Company **Submission Mgmt. #:**
Call-Up Info:

CX 00 01	(04/13)	Commercial Excess Liability Coverage Form
CX 02 29	(09/08)	Nevada Changes - Cancellation and Nonrenewal
CX 21 01	(09/08)	Nuclear Energy Liability Exclusion Endorsement
CX 21 02	(04/13)	Total Pollution Exclusion
CX 21 13	(04/13)	Fungi or Bacteria Exclusion
CX 21 20	(04/13)	Exclusion - Professional Services ALL OPERATIONS
CX 21 43	(05/14)	Exclusion - Access or Disclosure of Confidential or Personal Information
NOTX0145CW	(05/02)	Notice to Policyholders-Restrictions of Coverage-War/Terrorism - (Mandatory all business)
NOTX0146CW	(05/02)	Notice to Policyholders Restrictions of Coverage - (Mandatory - Fungi Exclusion)
UT-401g-NV	(08/09)	Changes -Domestic Partnership - Nevada
UT-74g	(08/95)	Punitive or Exemplary Damage Exclusion
UT-COVPG	(01/16)	NCC Cover Page
XL-0160	(11/08)	Asbestos Exclusion
XL-0410	(11/08)	Designated Premises Endorsement
XL-0530	(11/08)	Employees Retirement Income Security Act Excl
XL-0821	(11/08)	Lead Contamination Exclusion
XL-1502	(11/08)	War Liability Exclusion
XL-1503	(11/08)	Fungi or Bacteria Exclusion
XL-2322	(11/08)	Underlying Sublimit Coverage Exclusion
XL-D-1	(11/08)	Declarations
XL-SP-1	(12/08)	Schedule of Controlling Underlying Insurance - (Simplified)

TERRORISM – DEPENDS ON SELECTION

IL 09 85	(01/15)	Disclosure Pursuant To Terrorism Risk Insurance Act
CX 21 33	(01/15)	Exclusion of Certified Acts of Terrorism
CX 21 45	(01/15)	Exclusion of Certified Nuclear, Biological or Chemical or Radiological Acts of Terrorism; Cap

National Casualty Company

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2015, effective January 1, 2015 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government agrees to reimburse eighty-five percent (85%) of covered terrorism losses in calendar year 2015 that exceed the statutorily established deductible paid by the insurance company providing the coverage. This percentage of United States Government reimbursement decreases by one percent (1%) every calendar year beginning in 2016 until it equals eighty percent (80%) in 2020. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a $100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2015 is scheduled to terminate at the end of December 31, 2020, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2020, any terrorism coverage as defined by the Act provided in the policy will also terminate.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

NOTE: In this state, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

	I hereby elect to purchase certified terrorism coverage for a premium of $1,224_____ . I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2015 may terminate on December 31, 2020. Should that occur my coverage for terrorism as defined by the Act will also terminate.
	I hereby reject the purchase of certified terrorism coverage.

_____ City of Las Vegas (City Hall) _____

Policyholder/Applicant's Signature — Named Insured/Firm

_____ _____

Print Name — Policy Number, if available

_____

Date

National Casualty Company

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2015, effective January 1, 2015 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government agrees to reimburse eighty-five percent (85%) of covered terrorism losses in calendar year 2015 that exceed the statutorily established deductible paid by the insurance company providing the coverage. This percentage of United States Government reimbursement decreases by one percent (1%) every calendar year beginning in 2016 until it equals eighty percent (80%) in 2020. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a $100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2015 is scheduled to terminate at the end of December 31, 2020, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2020, any terrorism coverage as defined by the Act provided in the policy will also terminate.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

NOTE: In this state, a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism coverage for such fire losses will be provided in your policy.

	I hereby elect to purchase certified terrorism coverage for a premium of $468.00 _____ . I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2015 may terminate on December 31, 2020. Should that occur my coverage for terrorism as defined by the Act will also terminate.
	I hereby reject the purchase of certified terrorism coverage.

_____ City of Las Vegas (City Hall) _____

Policyholder/Applicant's Signature — Named Insured/Firm

_____ _____

Print Name — Policy Number, if available

_____

Date

City of Las Vegas Agenda Item No.: **24.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: JERRY WALKER ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve Angel Park Capital Improvement Agreement 12 between the City of Las Vegas and Angel Park Golf, LLC for capital improvement needs at the Angel Park Golf Course, 100 South Rampart Boulevard ($37,410 - Municipal Golf Course Enterprise Fund) - Ward 2 (Beers)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $37,410
Funding Source: Municipal Golf Course Enterprise Fund
Dept./Division: Operations and Maintenance/Real Estate

PURPOSE/BACKGROUND:

This agreement will allow Angel Park Golf, LLC to use the revenue from the Angel Park Land License/Cellular Tower Fee Funds for capital improvement needs to resurface the concrete areas around the clubhouse. The City will reimburse Angel Park Golf for the associated costs out of the Municipal Golf Course Enterprise Fund which is generated from the Land License/Cellular Tower Fees. The Third Amendment to the Restated Management Agreement allows for improvements and capital needs to be made utilizing these set aside funds.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Angel Park Capital Improvement Agreement 12

ANGEL PARK CAPITAL IMPROVEMENT AGREEMENT 12

THIS ANGEL PARK CAPITAL IMPROVEMENT AGREEMENT 12 ("Agreement") is entered into this _____day of _____, 2016, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City") and Angel Park Golf, LLC, a Nevada limited liability company ("Golf Club"). City and Golf Club are individually or collectively referred herein as "Party" or "Parties."

RECITALS

WHEREAS, the Parties entered into the Restated Management Agreement dated September 15, 1999, for the management of the Angel Park Golf Course ("Premises"), together with the First, Second, Third and Fourth Amendments thereto (collectively, the Restated Management Agreement and all Amendments are referred to herein as ("Restated Agreement");

WHEREAS, the Parties entered into Angel Park Capital Improvement Agreements Nos. 1 through 11 for various capital improvements to the Premises;

WHEREAS, Golf Club desires to address capital improvement needs to resurface the concrete areas around the clubhouse; and

WHEREAS, the Parties desire to identify the funding and financing arrangements to fund the cost of the capital needs as detailed herein.

NOW THEREFORE, in consideration of the foregoing and of the covenants and conditions set forth herein, the Parties do hereby agree as follows:

AGREEMENT

1. INCORPORATION. The Recitals set forth above are incorporated by reference as if fully set forth herein.

2. CAPITAL REQUESTS. The following are the agreed upon Angel Park capital improvement needs:

A. Resurface concrete surface areas around the clubhouse.

3. FUNDING. The City agrees that Golf Club may spend Land License/Cellular Tower Fee Funds in the estimated amount of Thirty Seven Thousand Four Hundred Ten Dollars and No Cents ($37,410.00) for funding the capital improvement needs ("Costs"). Golf Club shall maintain all records thereof pursuant to generally accepted accounting principles, including the actual and least available cost and expense to Golf Club of the funds used to finance the construction to address the capital needs at the Premises. Such records shall be available for inspection and copying by City during Golf Club's customary business hours. Golf Club shall submit to City a detailed backup of all cost and expenses related to the capital needs, which shall not exceed the Costs without prior written approval of the City. City shall reimburse Golf Club for the Costs out of the Land License/Cellular Tower Fee Funds.

4. INDEMNIFICATION. Golf Club shall protect, indemnify and hold City, its Mayor, Council Members, officers, employees, and agents ("Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, liens, judgments, attorney's fees, and court costs ("Claims") which the Indemnitees, or any of them, may suffer as a result of the acts or omissions, negligent or otherwise, of the Golf Club, its officers, employees, or agents, in performing this Agreement. As part of this obligation, the Golf Club shall at its expense, defend the Indemnitees against such Claims, and failing

or refusing to do so, the Indemnitees shall have the right, but not the obligation, to defend the same and charge all costs thereof to the Golf Club.

In the event any liens are recorded against the Premises as a result of the performance of construction and maintenance of this Agreement by Golf Club, Golf Club shall immediately take all necessary steps to remove any such liens, and failing to do so within six months of the recording thereof, shall provide a bond in the amount of such liens to City, naming City as obligee, assuring performance of this provision. The bond shall be from a surety and in a form reasonably acceptable to the City Attorney. Thereafter, Golf Club shall continue to take the necessary measures to remove such liens, and failing to do so within two years of the recording thereof, the named surety shall be responsible to pay off and remove such liens.

5. OWNERSHIP. The ownership of all capital improvement requests for the Premises shall remain with the Premises pursuant to the Restated Agreement.

6. MISCELLANEOUS.

A. In the event of a conflict between any provision(s) of the Restated Agreement and this Agreement, this Agreement shall control.

B. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Restated Agreement.

C. Golf Club represents and acknowledges that as of the date of this Agreement, Golf Club (i) is not in default under the terms of the Restated Agreement; (ii) has no defense, set off or counterclaim to the enforcement by City of the terms of the Restated Agreement; and (iii) is not aware of any action or inaction by City that would constitute an Event of Default by City under the Restated Agreement.

D. Time is of the essence. The Parties recognize that time is of the essence and that they will proceed with the completion of their obligations expeditiously.

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

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Attest:

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

Approved as to Form:

John S. Ridilla
Deputy City Attorney

By: John S. Ridilla 4/11/16
Deputy City Attorney Date

Date of City Approval: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

ANGEL PARK GOLF, LLC
A Nevada Limited Liability Company

By: _____
David Bogue, Its Manager

CONSENTED TO AS OF THE EFFECTIVE DATE

Las Vegas Golf I, LLC
A Delaware Limited Liability Company
Sole member of Angel Park Golf, LLC

By: _____
David Bogue, Its Manager

Pacific Life Insurance Company
A Nebraska Corporation
Sole member of Las Vegas Golf I, LLC

By: _____
David C. Honerkamp, Assistant Vice President

By: _____
John Waldeck, Assistant Secretary

Date of Golf Club Approval: 4-12-16

City of Las Vegas Agenda Item No.: **25.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: JERRY WALKER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Angel Park Capital Improvement Agreement 13 between the City of Las Vegas and Angel Park Golf, LLC for capital improvement needs at the Angel Park Golf Course, 100 South Rampart Boulevard ($44,484.52 - Municipal Golf Course Enterprise Fund) - Ward 2 (Beers)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $44,484.52
Funding Source: Municipal Golf Course Enterprise Fund
Dept./Division: Operations and Maintenance/Real Estate

PURPOSE/BACKGROUND:
This agreement will allow Angel Park Golf, LLC to use the revenue from the Angel Park Land License/Cellular Tower Fee Funds for capital improvement needs to replace the Palm golf course pump station intake system. The City will reimburse Angel Park Golf for the associated costs out of the Municipal Golf Course Enterprise Fund which is generated from the Land License/Cellular Tower Fees. The Third Amendment to the Restated Management Agreement allows for improvements and capital needs to be made utilizing these set aside funds.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Angel Park Capital Improvement Agreement 13

ANGEL PARK CAPITAL IMPROVEMENT AGREEMENT 13

THIS ANGEL PARK CAPITAL IMPROVEMENT AGREEMENT 13 ("Agreement") is entered into this _____day of _____, 2016, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City") and Angel Park Golf, LLC, a Nevada limited liability company ("Golf Club"). City and Golf Club are individually or collectively referred herein as "Party" or "Parties."

RECITALS

WHEREAS, the Parties entered into the Restated Management Agreement dated September 15, 1999, for the management of the Angel Park Golf Course ("Premises"), together with the First, Second, Third and Fourth Amendments thereto (collectively, the Restated Management Agreement and all Amendments are referred to herein as ("Restated Agreement");

WHEREAS, the Parties entered into Angel Park Capital Improvement Agreements Nos. 1 through 12 for various capital improvements to the Premises;

WHEREAS, Golf Club desires to address capital improvement needs to replace the Palm golf course pump station intake system; and

WHEREAS, the Parties desire to identify the funding and financing arrangements to fund the cost of the capital needs as detailed herein.

NOW THEREFORE, in consideration of the foregoing and of the covenants and conditions set forth herein, the Parties do hereby agree as follows:

AGREEMENT

1. INCORPORATION. The Recitals set forth above are incorporated by reference as if fully set forth herein.

2. CAPITAL REQUESTS. The following are the agreed upon Angel Park capital improvement needs:

A. Replace the Palm Golf Course pump station intake system.

3. FUNDING. The City agrees that Golf Club may spend Land License/Cellular Tower Fee Funds in the estimated amount of Forty Four Thousand Four Hundred Eighty Four Dollars and Fifty Two Cents ($44,484.52.00) for funding the capital improvement needs ("Costs"). Golf Club shall maintain all records thereof pursuant to generally accepted accounting principles, including the actual and least available cost and expense to Golf Club of the funds used to finance the construction to address the capital needs at the Premises. Such records shall be available for inspection and copying by City during Golf Club's customary business hours. Golf Club shall submit to City a detailed backup of all cost and expenses related to the capital needs, which shall not exceed the Costs without prior written approval of the City. City shall reimburse Golf Club for the Costs out of the Land License/Cellular Tower Fee Funds.

4. INDEMNIFICATION. Golf Club shall protect, indemnify and hold City, its Mayor, Council Members, officers, employees, and agents ("Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, liens, judgments, attorney's fees, and court costs ("Claims") which the Indemnitees, or any of them, may suffer as a result of the acts or omissions, negligent or otherwise, of the Golf Club, its officers, employees, or agents, in performing this Agreement. As part of this obligation, the Golf Club shall at its expense, defend the Indemnitees against such Claims, and failing

or refusing to do so, the Indemnitees shall have the right, but not the obligation, to defend the same and charge all costs thereof to the Golf Club.

In the event any liens are recorded against the Premises as a result of the performance of construction and maintenance of this Agreement by Golf Club, Golf Club shall immediately take all necessary steps to remove any such liens, and failing to do so within six months of the recording thereof, shall provide a bond in the amount of such liens to City, naming City as obligee, assuring performance of this provision. The bond shall be from a surety and in a form reasonably acceptable to the City Attorney. Thereafter, Golf Club shall continue to take the necessary measures to remove such liens, and failing to do so within two years of the recording thereof, the named surety shall be responsible to pay off and remove such liens.

5. OWNERSHIP. The ownership of all capital improvement requests for the Premises shall remain with the Premises pursuant to the Restated Agreement.

6. MISCELLANEOUS.

A. In the event of a conflict between any provision(s) of the Restated Agreement and this Agreement, this Agreement shall control.

B. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Restated Agreement.

C. Golf Club represents and acknowledges that as of the date of this Agreement, Golf Club (i) is not in default under the terms of the Restated Agreement; (ii) has no defense, set off or counterclaim to the enforcement by City of the terms of the Restated Agreement; and (iii) is not aware of any action or inaction by City that would constitute an Event of Default by City under the Restated Agreement.

D. Time is of the essence. The Parties recognize that time is of the essence and that they will proceed with the completion of their obligations expeditiously.

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

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Attest:

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

Approved as to Form:

John S. Ridilla
Deputy City Attorney

By: John S. Ridilla 5/3/16
Deputy City Attorney Date

Date of City Approval: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

ANGEL PARK GOLF, LLC
A Nevada Limited Liability Company

By: _____
David Bogue, Its Manager

CONSENTED TO AS OF THE EFFECTIVE DATE

Las Vegas Golf I, LLC
A Delaware Limited Liability Company
Sole member of Angel Park Golf, LLC

By: _____
David Bogue, Its Manager

Pacific Life Insurance Company
A Nebraska Corporation
Sole member of Las Vegas Golf I, LLC

By: _____
David C. Honerkamp, Assistant Vice President

By: _____
John Waldeck, Assistant Secretary

Date of Golf Club Approval: 5-3-16

City of Las Vegas Agenda Item No.: **26.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: JERRY WALKER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to authorize staff to negotiate, purchase and transfer interests in parcels of land for the Charleston Boulevard and Lamb Boulevard Intersection Widening Project, multiple APNs ($2,020,000 - Road and Flood Capital Project Fund [CPF]) - Ward 3 (Coffin) and Clark County

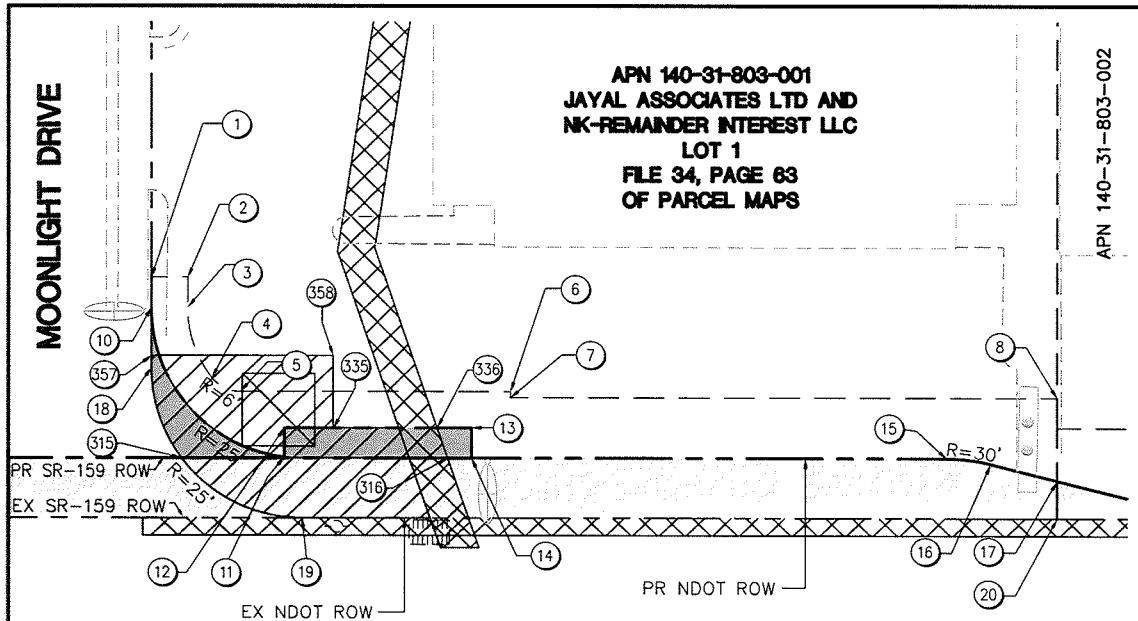
Fiscal Impact

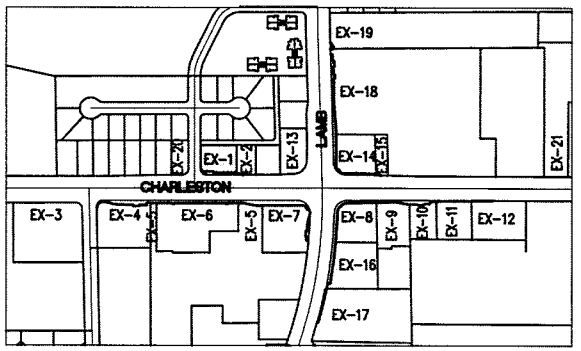
☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,020,000
Funding Source: Road and Flood CPF
Dept./Division: Operations and Maintenance/Right-of-Way

PURPOSE/BACKGROUND:
The Charleston Boulevard and Lamb Boulevard Intersection Widening Project will include the construction of additional right hand turn lanes, left hand turn lanes, travel lane, and bus turnouts. The purchase of additional right of way, easements, and temporary construction easements will be necessary for these improvements. The City will be working in conjunction with Clark County and the Nevada Department of Transportation. This additional funding request is to complete the purchase of the acquisitions using Congestion Mitigation Air Quality (CMAQ), Highway Safety Improvement Program (HSIP), and Regional Transportation Commission (RTC) Motor Vehicle Fuel Tax funds.

RECOMMENDATION:
Approval. If approved, the Operations and Maintenance Director or designee is hereby authorized to execute any documents, as approved as to form by the City Attorney, related to the acquisition of interest(s) in real property for the project referenced above.

BACKUP DOCUMENTATION:
Exhibit Maps





KEY MAP
NOT TO SCALE

0 10 20 40 80

SCALE: 1:20 (IN FEET)

- RIGHT OF WAY TO BE ACQUIRED –OWNERSHIP/MAINTENANCE TO CITY OF LAS VEGAS
- RIGHT OF WAY TO BE ACQUIRED –OWNERSHIP/MAINTENANCE TO NDOT
- T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)
- PROPOSED NVE EASEMENT
- EXISTING NVE EASEMENT

AREAS
TCE AREA = 1439 SQ FT
ROW TAKE–NDOT = 1362 SQ FT
ROW TAKE–CLV = 265 SQ FT

PROPOSED TCE

POINT	REF	STATION	OFFSET
1	CH	34+95.62	95.00' LT
2	CH	35+01.62	95.00' LT
3	CH	35+01.62	90.00' LT
4	CH	35+05.65	78.31' LT
5	CH	35+10.38	76.00' LT
6	CH	35+55.06	76.00' LT
7	CH	35+55.06	75.00' LT
8	CH	36+45.62	75.00' LT

PROPOSED ROW

POINT	REF	STATION	OFFSET
10	CH	34+95.62	90.00' LT
11	CH	35+17.66	65.18' LT
12	CH	35+17.63	70.01' LT
13	CH	35+48.61	70.00' LT
14	CH	35+48.61	65.00' LT
15	CH	36+27.29	65.00' LT
16	CH	36+34.57	64.10' LT
17	CH	36+45.62	61.34' LT

EXISTING ROW

POINT	REF	STATION	OFFSET
10	CH	34+95.62	90.00' LT
18	CH	34+95.62	80.00' LT
19	CH	35+20.62	55.00' LT
20	CH	36+45.62	55.00' LT
315	CH	35+00.62	65.00' LT

PROPOSED NVE

POINT	REF	STATION	OFFSET
316	CH	35+44.66	65.00' LT
335	CH	35+25.77	70.00' LT
336	CH	35+42.93	70.00' LT
357	CH	34+95.62	82.00' LT
358	CH	35+25.72	82.00' LT

OR&A
Orth-Rodgers and Associates, Inc.
TRANSPORTATION ENGINEERS and PLANNERS
3130 South Durango Drive, Suite 404 | Las Vegas, NV 89117
Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

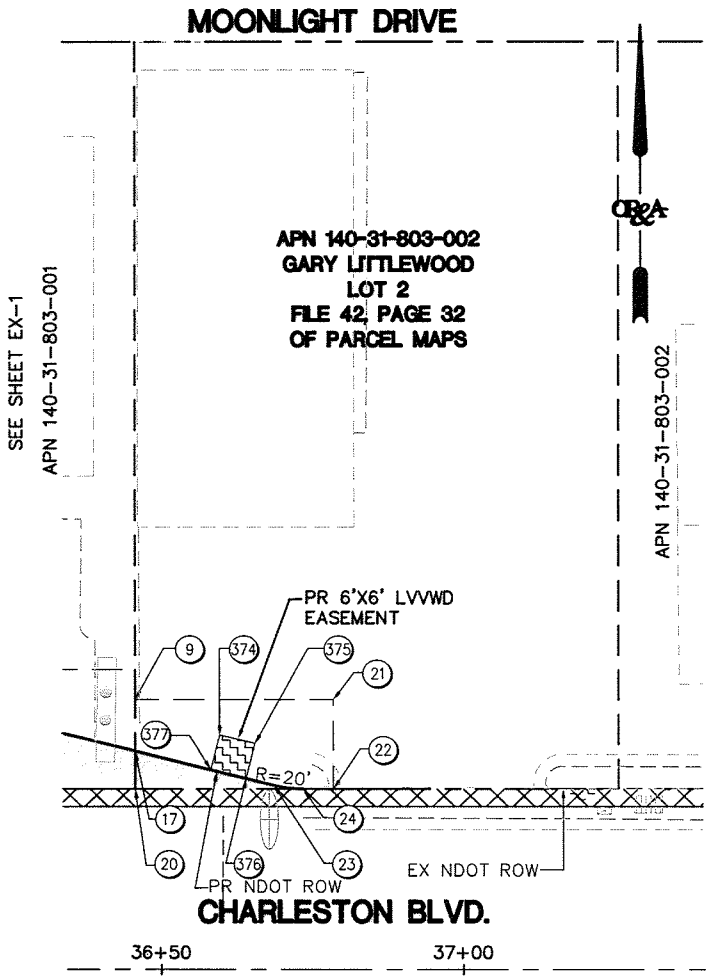
CHARLESTON/LAMB INTERSECTION WIDENING

PARCEL EXHIBIT TO SHOW STATIONING
APN: 140-31-803-001

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

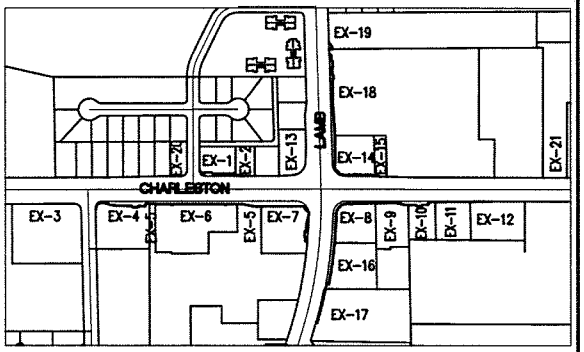
DRAWING NUMBER

EX-1



AREAS

TCE AREA = 412 SQ FT
ROW TAKE–NDOT = 80 SQ FT
LVVWD = 36 SQ FT



KEY MAP

NOT TO SCALE

PROPOSED TCE

POINT	REF	STATION	OFFSET
9	CH	36+45.62	70.00' LT
21	CH	36+78.45	70.00' LT
22	CH	36+78.45	55.00' LT

PROPOSED ROW

POINT	REF	STATION	OFFSET
17	CH	36+45.62	61.34' LT
23	CH	36+68.60	55.60' LT
24	CH	36+73.45	55.00' LT

EXISTING ROW

POINT	REF	STATION	OFFSET
20	CH	36+45.62	55.00' LT
22	CH	36+78.45	55.00' LT

PROPOSED LVVWD

POINT	REF	STATION	OFFSET
374	CH	36+59.62	64.03' LT
375	CH	36+65.44	62.57' LT
376	CH	36+63.99	56.75' LT
377	CH	36+58.17	58.21' LT

RIGHT OF WAY TO BE ACQUIRED –OWNERSHIP/MAINTENANCE TO NDOT

T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)

EXISTING NVE EASEMENT

PROPOSED LAS VEGAS VALLEY WATER DISTRICT EASEMENT

0 10 20 40 80

SCALE: 1:20 (IN FEET)

OR&A

Orth–Rodgers and Associates, Inc.
TRANSPORTATION ENGINEERS and PLANNERS
3130 South Durango Drive, Suite 404 | Las Vegas, NV 89117
Phone: (702) 233–4060 | Fax: (702) 233–4560

CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

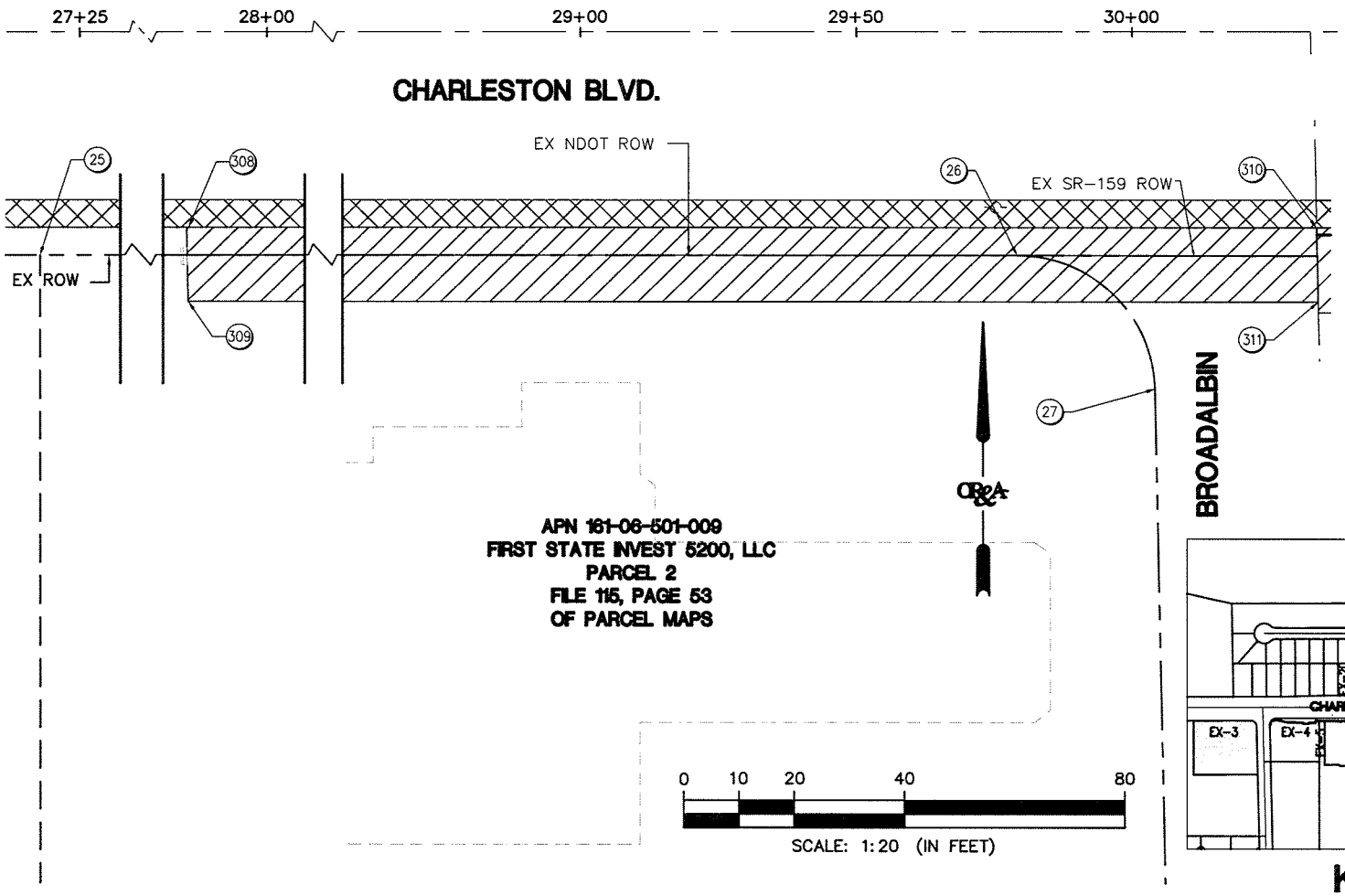
PARCEL EXHIBIT TO SHOW STATIONING
APN: 140–31–803–002

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013–02–28

DRAWING NUMBER

EX-2

SHEET 2 OF 21



EXISTING ROW

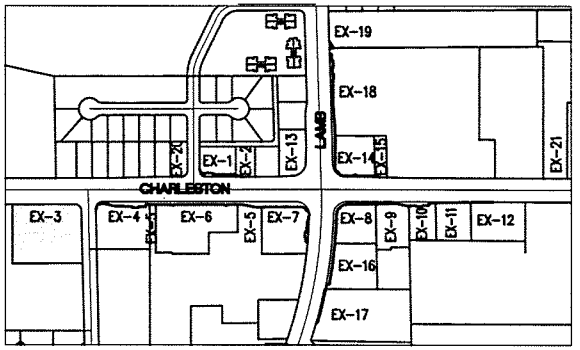
POINT	REF	STATION	OFFSET
25	CH	27+17.76	60.00' RT
26	CH	29+79.16.	60.00' RT
27	CH	30+04.15	84.48' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
308	CH	27+85.44	55.00' RT
309	CH	27+85.72	68.50' RT
310	CH	30+33.48	55.00' RT
311	CH	30+33.77	68.50' RT

PROPOSED NVE EASEMENT

EXISTING NVE EASEMENT



KEY MAP
NOT TO SCALE

Orth-Rodgers and Associates, Inc.
TRANSPORTATION ENGINEERS and PLANNERS
3130 South Durango Drive, Suite 404 | Las Vegas, NV 89117
Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

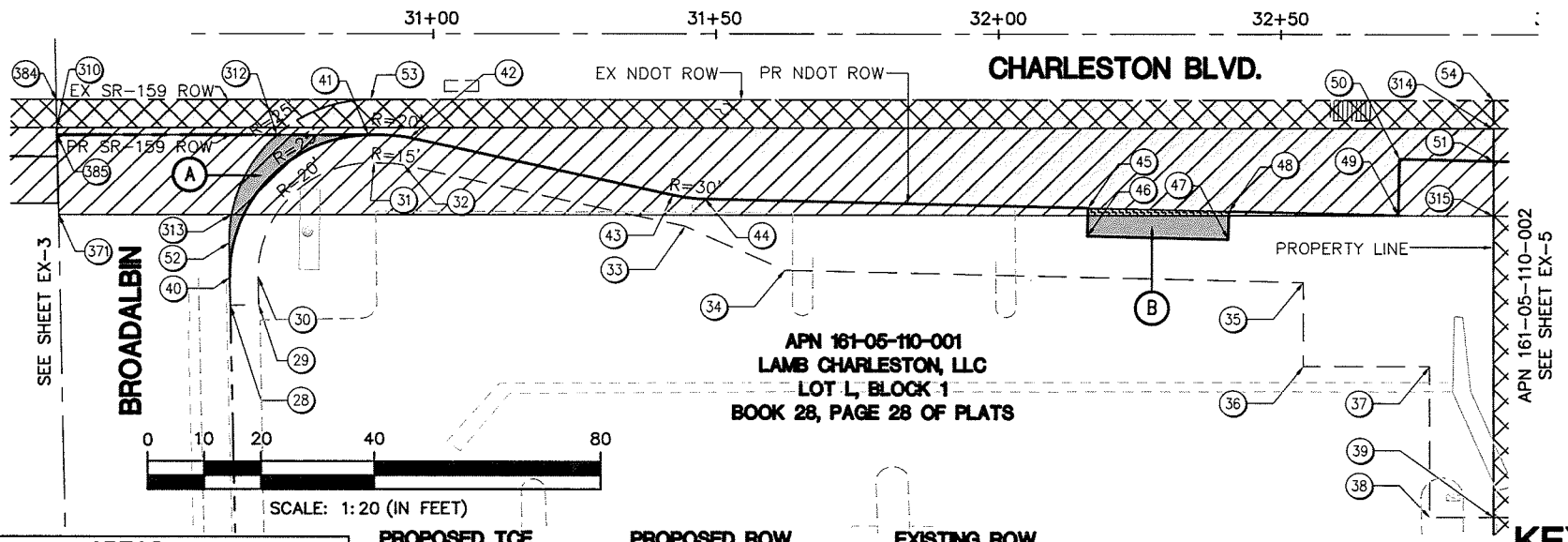
CHARLESTON/LAMB INTERSECTION WIDENING

PARCEL EXHIBIT TO SHOW STATIONING
APN: 161-06-501-009

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

EX-3



AREAS

TCE AREA = 3038 SQ FT

ROW TAKE–NDOT ROADWAY = 276 SQ FT
PRIVATE = 3273 SQ FT

ROW TAKE–CC PARCEL A = 88 SQ FT
PARCEL B = 125 SQ FT

RIGHT OF WAY TO BE ACQUIRED –OWNERSHIP/MAINTENANCE TO CLARK COUNTY

RIGHT OF WAY TO BE ACQUIRED –OWNERSHIP/MAINTENANCE TO NDOT

T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)

PROPOSED NVE EASEMENT

EXISTING NVE EASEMENT

PROPOSED TCE

POINT	REF	STATION	OFFSET
28	CH	30+64.21	86.76 RT
29	CH	30+69.21	86.66' RT
30	CH	30+69.11	81.66' RT
31	CH	30+89.56	61.25' RT
32	CH	30+94.81	61.65' RT
33	CH	31+44.53	72.51' RT
34	CH	31+62.13	80.33' RT
35	CH	32+53.98	82.42' RT
36	CH	32+53.98	97.43' RT
37	CH	32+76.31	97.43' RT
38	CH	32+76.31	124.37' RT
39	CH	32+87.63	124.37' RT

PROPOSED ROW

POINT	REF	STATION	OFFSET
40	CH	30+64.11	81.76' RT
41	CH	30+89.67	56.25' RT
42	CH	30+95.88	56.76' RT
43	CH	31+42.30	66.90' RT
44	CH	31+48.02	67.59' RT
45	CH	32+15.79	69.13' LT
46	CH	32+15.67	74.13' LT
47	CH	32+40.67	74.70' LT
48	CH	32+40.78	69.70' RT
49	CH	32+70.77	70.39' RT
50	CH	32+71.00	60.39' RT
51	CH	32+87.63	60.77' RT
385	CH	30+33.58	56.25' RT

EXISTING ROW

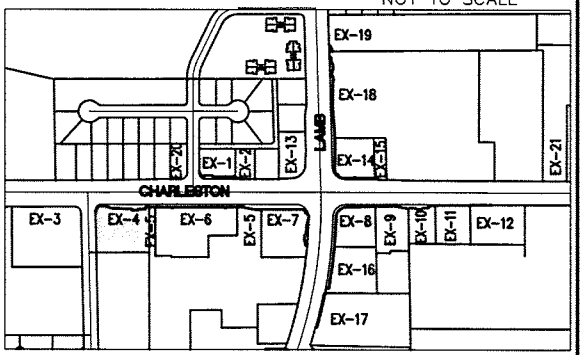
POINT	REF	STATION	OFFSET
28	CH	30+64.21	86.76 RT
52	CH	30+63.98	75.52' RT
53	CH	30+88.97	50.00' RT
54	CH	32+87.63	50.00' RT
384	CH	30+33.45	50.00' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
312	CH	30+72.44	56.25' RT
313	CH	30+64.33	70.50' RT
314	CH	32+87.63	55.00' RT
315	CH	32+87.58	70.50' RT
310	CH	30+33.48	55.00' RT
371	CH	30+33.77	70.50' RT

KEY MAP

NOT TO SCALE



OR&A

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Phone: (702) 233–4060 | Fax: (702) 233–4560

CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

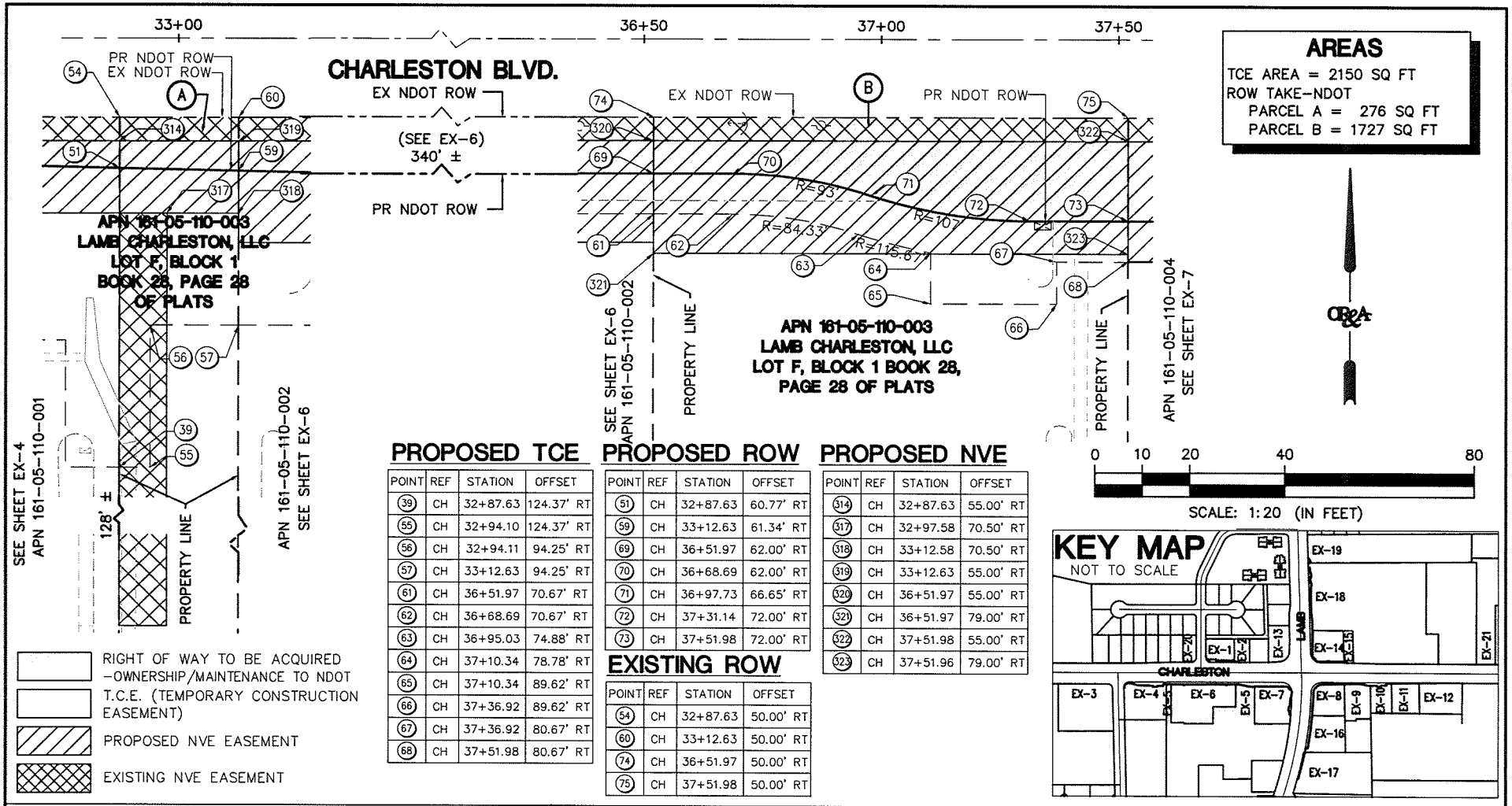
PARCEL EXHIBIT TO SHOW STATIONING
APN: 161–05–110–001

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013–02–28

DRAWING NUMBER

EX-4

SHEET 4 OF 21



AREAS

TCE AREA = 2150 SQ FT
ROW TAKE-NDOT
PARCEL A = 276 SQ FT
PARCEL B = 1727 SQ FT

0 10 20 40 80

SCALE: 1:20 (IN FEET)

PROPOSED TCE

POINT	REF	STATION	OFFSET
39	CH	32+87.63	124.37' RT
55	CH	32+94.10	124.37' RT
56	CH	32+94.11	94.25' RT
57	CH	33+12.63	94.25' RT
61	CH	36+51.97	70.67' RT
62	CH	36+68.69	70.67' RT
63	CH	36+95.03	74.88' RT
64	CH	37+10.34	78.78' RT
65	CH	37+10.34	89.62' RT
66	CH	37+36.92	89.62' RT
67	CH	37+36.92	80.67' RT
68	CH	37+51.98	80.67' RT

PROPOSED ROW

POINT	REF	STATION	OFFSET
51	CH	32+87.63	60.77' RT
59	CH	33+12.63	61.34' RT
69	CH	36+51.97	62.00' RT
70	CH	36+68.69	62.00' RT
71	CH	36+97.73	66.65' RT
72	CH	37+31.14	72.00' RT
73	CH	37+51.98	72.00' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
54	CH	32+87.63	50.00' RT
60	CH	33+12.63	50.00' RT
74	CH	36+51.97	50.00' RT
75	CH	37+51.98	50.00' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
314	CH	32+87.63	55.00' RT
317	CH	32+97.58	70.50' RT
318	CH	33+12.58	70.50' RT
319	CH	33+12.63	55.00' RT
320	CH	36+51.97	55.00' RT
321	CH	36+51.97	79.00' RT
322	CH	37+51.98	55.00' RT
323	CH	37+51.96	79.00' RT

KEY MAP

NOT TO SCALE

OR&A

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CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

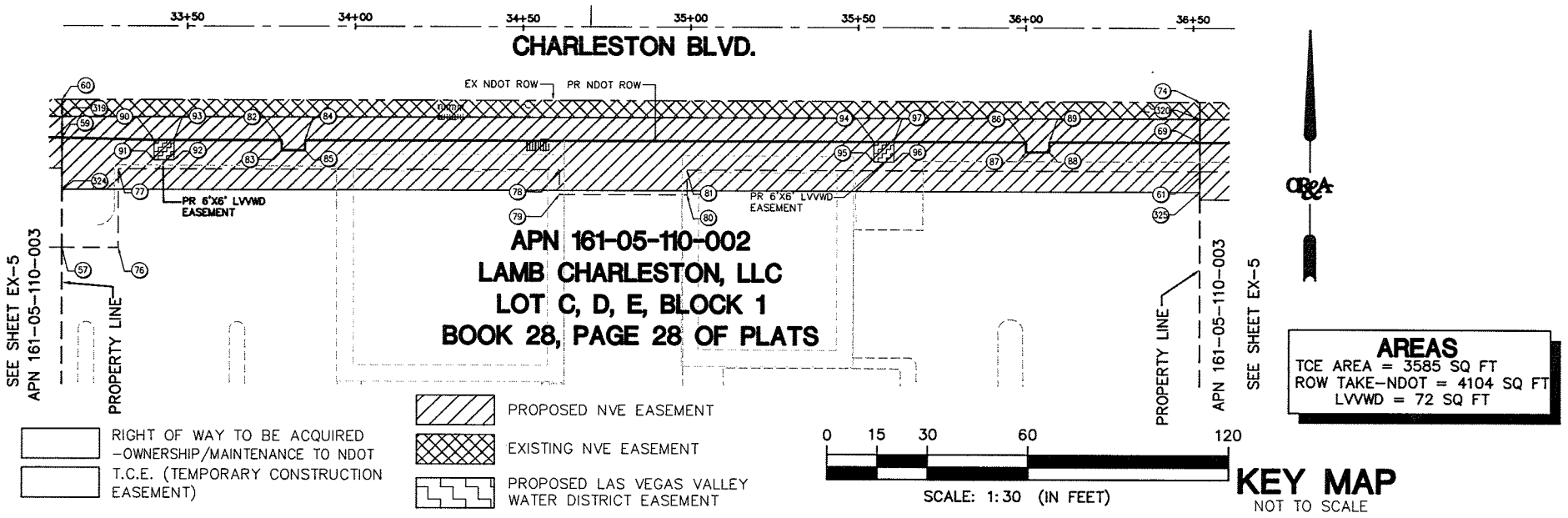
PARCEL EXHIBIT TO SHOW STATIONING
APN: 161-05-110-003

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

EX-5

SHEET 5 OF 21

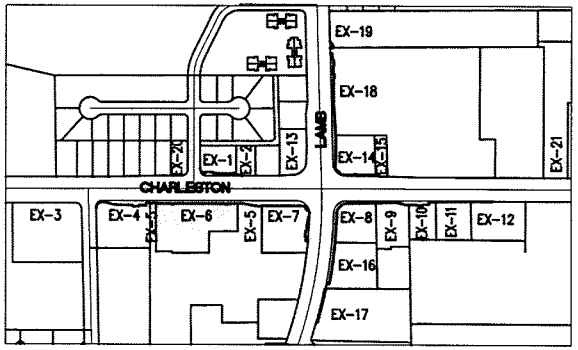


AREAS

TCE AREA = 3585 SQ FT
ROW TAKE–NDOT = 4104 SQ FT
LVVWD = 72 SQ FT

KEY MAP

NOT TO SCALE



PROPOSED TCE

POINT	REF	STATION	OFFSET
57	CH	33+12.63	94.25' RT
76	CH	33+29.48	94.25' RT
77	CH	33+29.49	70.67' RT
78	CH	34+60.81	70.67' RT
79	CH	34+60.83	78.01' RT
80	CH	34+98.92	78.01' RT
81	CH	34+98.92	70.67' RT
61	CH	36+51.97	70.67' RT

PROPOSED ROW

POINT	REF	STATION	OFFSET
59	CH	33+12.63	61.34' RT
82	CH	33+78.04	62.00' RT
83	CH	33+78.04	65.00' RT
84	CH	33+85.04	62.00' RT
85	CH	33+85.04	65.00' RT
86	CH	36+00.01	62.00' RT
87	CH	36+00.01	65.00' RT
88	CH	36+07.01	65.00' RT
89	CH	36+07.01	62.00' RT
69	CH	36+51.97	62.00' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
60	CH	33+12.63	50.00' RT
74	CH	36+51.97	50.00' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
319	CH	33+12.63	55.00' RT
320	CH	36+51.97	55.00' RT
324	CH	33+12.63	76.75' RT
325	CH	36+51.95	76.75' RT

PROPOSED LVVWD

POINT	REF	STATION	OFFSET
90	CH	33+40.07	61.97' RT
91	CH	33+40.06	68.00' RT
92	CH	33+46.06	68.00' RT
93	CH	33+46.07	62.00' RT
94	CH	35+54.62	62.00' RT
95	CH	35+54.61	68.00' RT
96	CH	35+60.61	68.01' RT
97	CH	35+60.62	62.01' RT

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CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

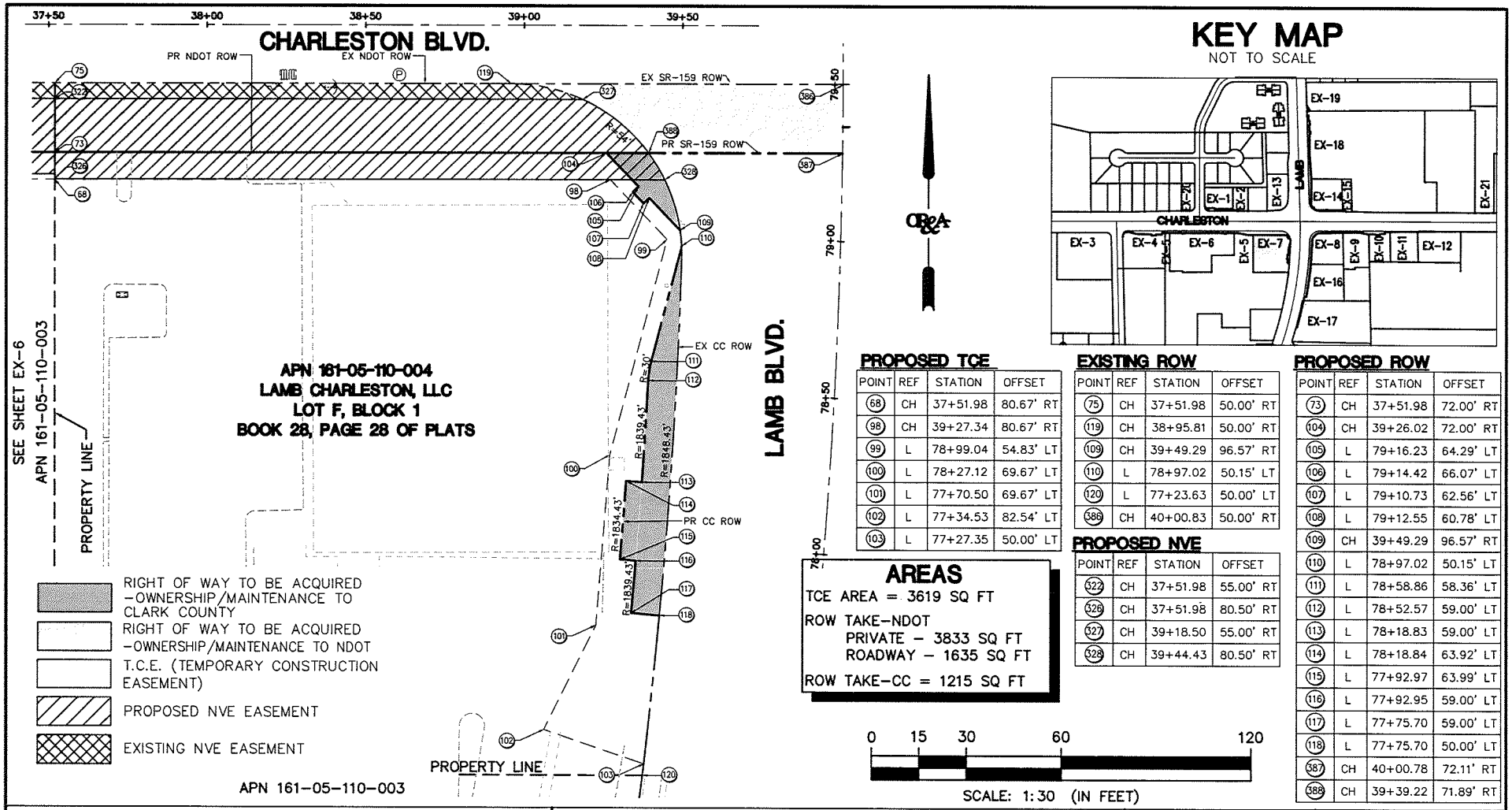
PARCEL EXHIBIT TO SHOW STATIONING
APN: 161-05-110-002

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

EX-6

SHEET 6 OF 21



KEY MAP

NOT TO SCALE

PROPOSED TCE

POINT	REF	STATION	OFFSET
68	CH	37+51.98	80.67' RT
98	CH	39+27.34	80.67' RT
99	L	78+99.04	54.83' LT
100	L	78+27.12	69.67' LT
101	L	77+70.50	69.67' LT
102	L	77+34.53	82.54' LT
103	L	77+27.35	50.00' LT

EXISTING ROW

POINT	REF	STATION	OFFSET
75	CH	37+51.98	50.00' RT
119	CH	38+95.81	50.00' RT
109	CH	39+49.29	96.57' RT
110	L	78+97.02	50.15' LT
120	L	77+23.63	50.00' RT
386	CH	40+00.83	50.00' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
522	CH	37+51.98	55.00' RT
326	CH	37+51.98	80.50' RT
327	CH	39+18.50	55.00' RT
328	CH	39+44.43	80.50' RT

PROPOSED ROW

POINT	REF	STATION	OFFSET
73	CH	37+51.98	72.00' RT
104	CH	39+26.02	72.00' RT
105	L	79+16.23	64.29' LT
106	L	79+14.42	66.07' LT
107	L	79+10.73	62.56' LT
108	L	79+12.55	60.78' LT
109	CH	39+49.29	96.57' RT
110	L	78+97.02	50.15' LT
111	L	78+58.86	58.36' LT
112	L	78+52.57	59.00' LT
113	L	78+18.83	59.00' LT
114	L	78+18.84	63.92' LT
115	L	77+92.97	63.99' LT
116	L	77+92.95	59.00' LT
117	L	77+75.70	59.00' LT
118	L	77+75.70	50.00' LT
387	CH	40+00.78	72.11' RT
388	CH	39+39.22	71.89' RT

AREAS

TCE AREA = 3619 SQ FT

ROW TAKE-NDOT
PRIVATE - 3833 SQ FT
ROADWAY - 1635 SQ FT

ROW TAKE-CC = 1215 SQ FT

0 15 30 60 120

SCALE: 1:30 (IN FEET)

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CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

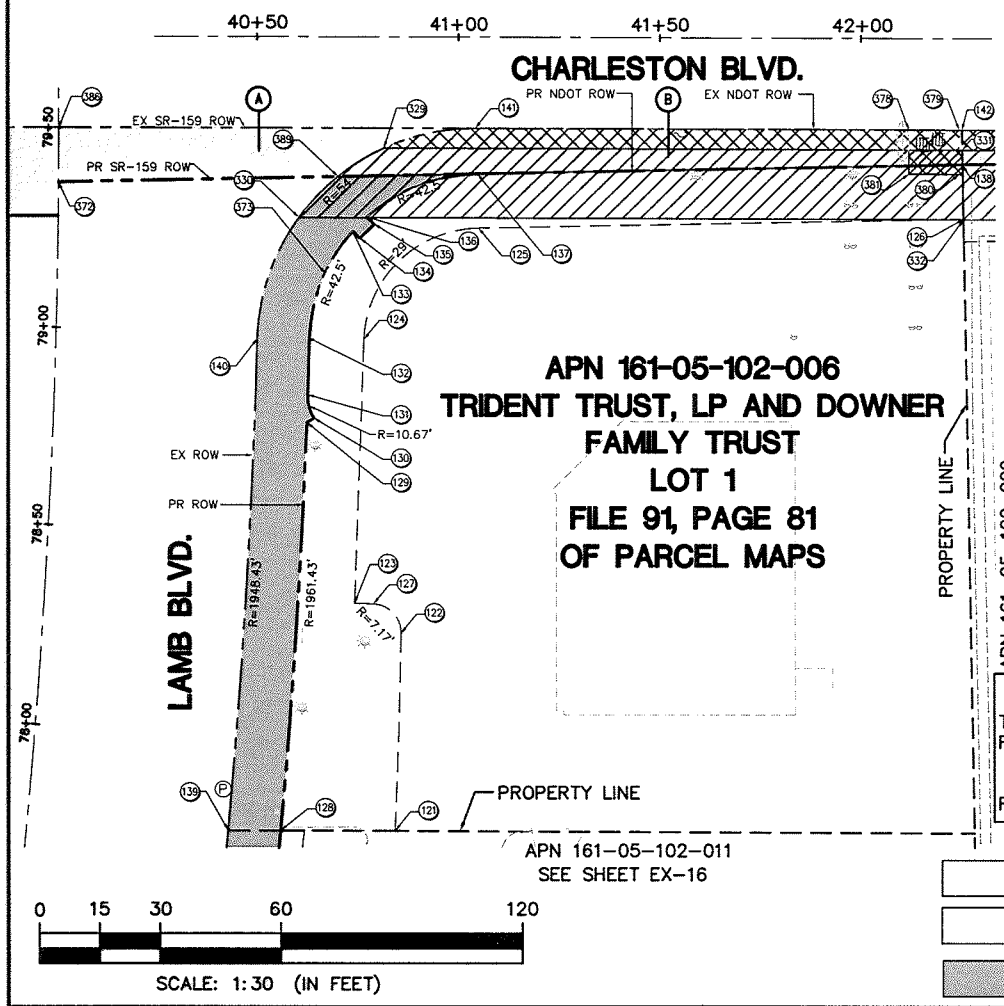
PARCEL EXHIBIT TO SHOW STATIONING
APN: 161-05-110-004

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

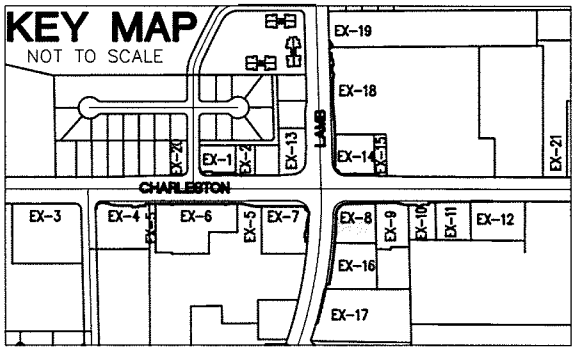
DRAWING NUMBER

EX-7

SHEET 7 OF 21







PROPOSED TCE

POINT	REF	STATION	OFFSET
121	L	77+81.24	91.30' RT
122	L	78+28.52	89.06' RT
123	L	78+35.00	77.04' RT
124	L	78+98.93	76.50' RT
125	CH	41+05.13	74.79' RT
126	CH	42+25.67	72.12' RT
127	CH	78+35.08	81.77' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
139	L	77+77.79	50.00' RT
140	L	78+98.45	50.00' RT
141	CH	41+04.28	50.00' RT
142	CH	42+25.21	50.00' RT
386	CH	40+00.83	50.00' RT

PROPOSED ROW

POINT	REF	STATION	OFFSET
128	L	77+78.89	63.00' RT
129	L	78+78.28	63.00' RT
130	L	78+79.35	64.76' RT
131	L	78+85.02	63.00' RT
132	L	78+98.82	63.00' RT
133	L	79+25.08	73.20' RT
134	L	79+23.39	74.99' RT
135	L	79+26.83	78.49' RT
136	L	79+28.51	76.70' RT
137	CH	41+04.83	61.30' RT
138	CH	42+25.39	58.62' RT
372	CH	40+00.83	63.61' RT
373	CH	40+67.10	86.18' RT
389	CH	40+70.21	62.07' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
329	CH	40+81.59	55.00' RT
330	CH	40+60.60	72.25' RT
331	CH	42+25.32	55.00' RT
332	CH	42+25.67	72.25' RT

AREAS

TCE AREA = 4780 SQ FT
ROW TAKE-NDOT
PARCEL A = 1021 SQ FT
PARCEL B = 1474 SQ FT
ROW TAKE-CC = 2269 SQ FT

RIGHT OF WAY TO BE ACQUIRED -OWNERSHIP/MAINTENANCE TO NDOT

T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)

RIGHT OF WAY TO BE ACQUIRED -OWNERSHIP/MAINTENANCE TO CLARK COUNTY

PROPOSED NVE EASEMENT

EXISTING NVE EASEMENT

O R & A

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CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

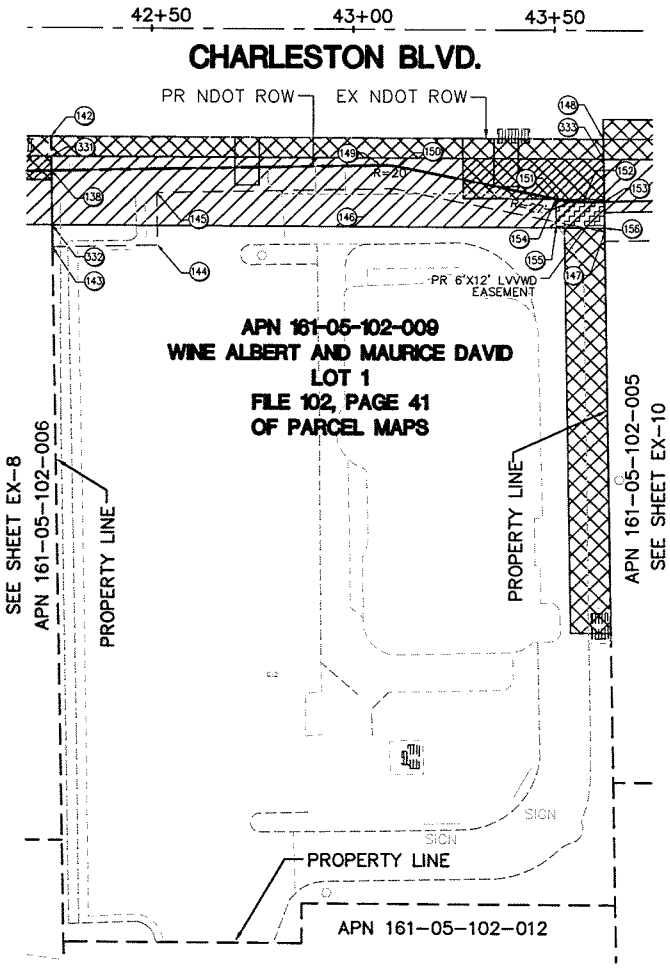
PARCEL EXHIBIT TO SHOW STATIONING
APN: 161-05-102-006

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

EX-8

SHEET 8 OF 21

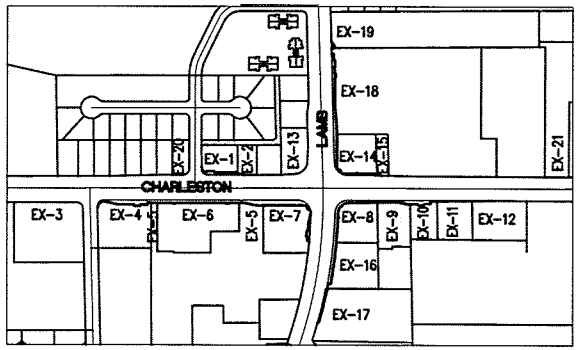


AREAS

TCE AREA = 1163 SQ FT
ROW TAKE-NDOT = 1279 SQ FT
LVVWD = 74 SQ FT

KEY MAP

NOT TO SCALE



PROPOSED TCE

POINT	REF	STATION	OFFSET
143	CH	42+25.78	77.78' RT
144	CH	42+51.89	77.20' RT
145	CH	42+51.60	64.04' RT
146	CH	43+10.32	62.73' RT
145	CH	43+62.83	73.18' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
142	CH	42+25.21	50.00' RT
148	CH	43+62.36	50.00' RT

PROPOSED ROW

POINT	REF	STATION	OFFSET
138	CH	42+25.39	58.62' RT
149	CH	43+07.11	56.80' RT
150	CH	43+11.46	57.18' RT
151	CH	43+51.61	65.17' RT
152	CH	43+57.48	65.69' RT
153	CH	43+62.68	65.57' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
331	CH	42+25.32	55.00' RT
332	CH	42+25.67	72.25' RT
333	CH	43+62.47	55.00' RT

PROPOSED LVVWD

POINT	REF	STATION	OFFSET
151	CH	43+51.61	65.17' RT
152	CH	43+57.48	65.69' RT
153	CH	43+62.68	65.57' RT
154	CH	43+50.64	64.98' RT
155	CH	43+50.80	71.84' RT
156	CH	43+62.80	71.57' RT

RIGHT OF WAY TO BE ACQUIRED -OWNERSHIP/MAINTENANCE TO NDOT

T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)

PROPOSED NVE EASEMENT

EXISTING NVE EASEMENT

PROPOSED LAS VEGAS VALLEY WATER DISTRICT EASEMENT

0 15 30 60 120

SCALE: 1:30 (IN FEET)

OR&A

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Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

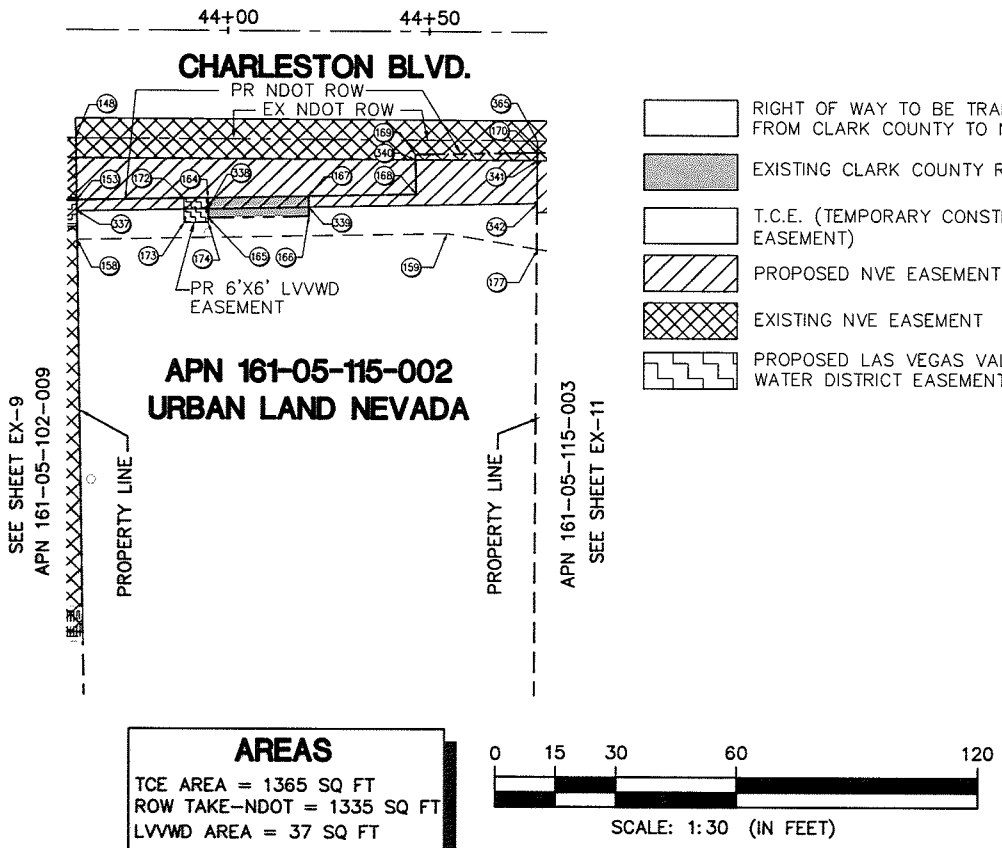
PARCEL EXHIBIT TO SHOW STATIONING
APN: 161-05-102-009

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

EX-9

SHEET 9 OF 21



RIGHT OF WAY TO BE TRANSFERRED FROM CLARK COUNTY TO NDOT

EXISTING CLARK COUNTY RIGHT OF WAY

T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)

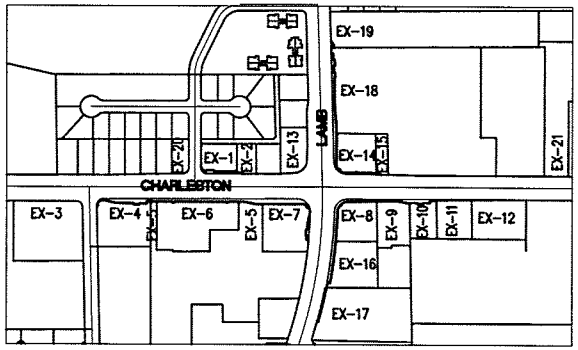
PROPOSED NVE EASEMENT

EXISTING NVE EASEMENT

PROPOSED LAS VEGAS VALLEY WATER DISTRICT EASEMENT

KEY MAP

NOT TO SCALE



AREAS

TCE AREA = 1365 SQ FT
ROW TAKE–NDOT = 1335 SQ FT
LVVWD AREA = 37 SQ FT

0 15 30 60 120

SCALE: 1:30 (IN FEET)

PROPOSED TCE

POINT	REF	STATION	OFFSET
158	CH	43+62.88	75.57' RT
159	CH	44+54.66	73.53' RT
177	CH	44+76.99	77.24' RT

PROPOSED LVVWD

POINT	REF	STATION	OFFSET
165	CH	43+95.39	69.84' RT
172	CH	43+89.28	64.98' RT
173	CH	43+89.41	71.12' RT
174	CH	43+95.41	70.99' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
148	CH	43+62.36	50.00' RT
153	CH	43+62.68	65.57' RT
164	CH	43+95.27	64.85' RT
165	CH	43+95.39	69.84' RT
166	CH	44+20.38	69.29' RT
167	CH	44+20.27	53.70' RT
168	CH	44+46.94	63.70' RT
169	CH	44+46.71	64.29' RT
170	CH	44+76.99	53.03' RT
365	CH	44+76.99	50.00' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
153	CH	43+62.68	65.57' RT
337	CH	43+62.74	68.32' RT
164	CH	43+95.27	64.85' RT
338	CH	43+89.34	67.73' RT
167	CH	44+20.27	53.70' RT
339	CH	44+20.33	67.04' RT
340	CH	44+76.70	55.00' RT
168	CH	44+46.94	63.70' RT
341	CH	44+75.48	55.00' RT
342	CH	44+76.92	65.78' RT

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CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

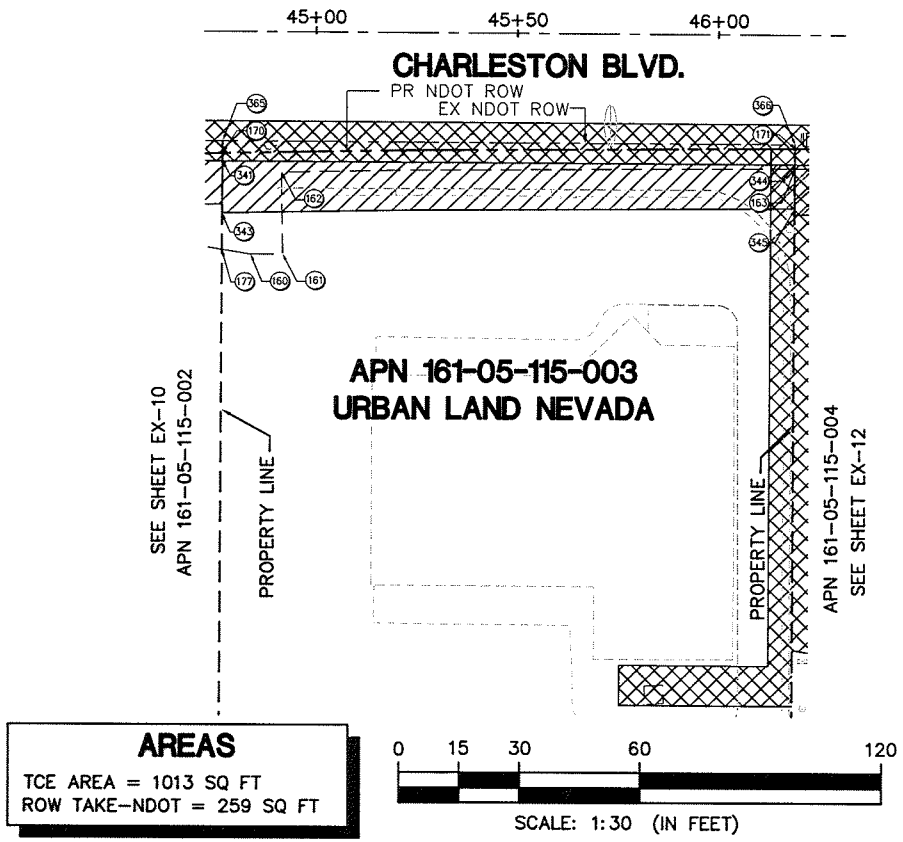
PARCEL EXHIBIT TO SHOW STATIONING
APN: 161-05-115-002

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

EX-10

SHEET 10 OF 21



AREAS

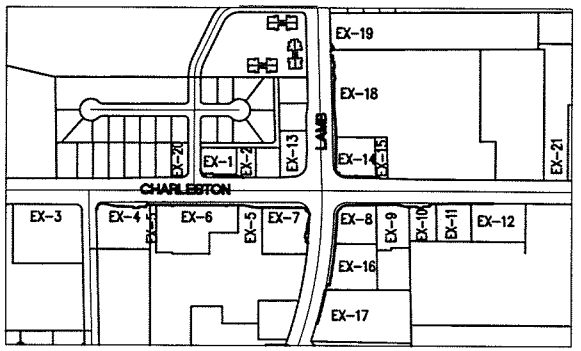
TCE AREA = 1013 SQ FT
ROW TAKE–NDOT = 259 SQ FT

0 15 30 60 120

SCALE: 1:30 (IN FEET)

KEY MAP

NOT TO SCALE



PROPOSED TCE

POINT	REF	STATION	OFFSET
160	CH	44+84.25	78.45' RT
161	CH	44+92.10	78.36' RT
162	CH	44+91.64	57.70' RT
163	CH	46+19.18	55.98' RT
177	CH	44+76.99	77.24' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
170	CH	44+76.99	53.03' RT
171	CH	46+19.18	50.98' RT
365	CH	44+76.99	50.00' RT
366	CH	46+19.18	50.00' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
341	CH	44+76.70	55.00' RT
343	CH	44+76.96	68.03' RT
344	CH	46+19.21	55.00' RT
345	CH	46+19.21	65.98' RT

RIGHT OF WAY TO BE TRANSFERRED FROM CLARK COUNTY TO NDOT

T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)

PROPOSED NVE EASEMENT

EXISTING NVE EASEMENT

OR&A

Orth-Rodgers and Associates, Inc.
TRANSPORTATION ENGINEERS and PLANNERS
3130 South Durango Drive, Suite 404 | Las Vegas, NV 89117
Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

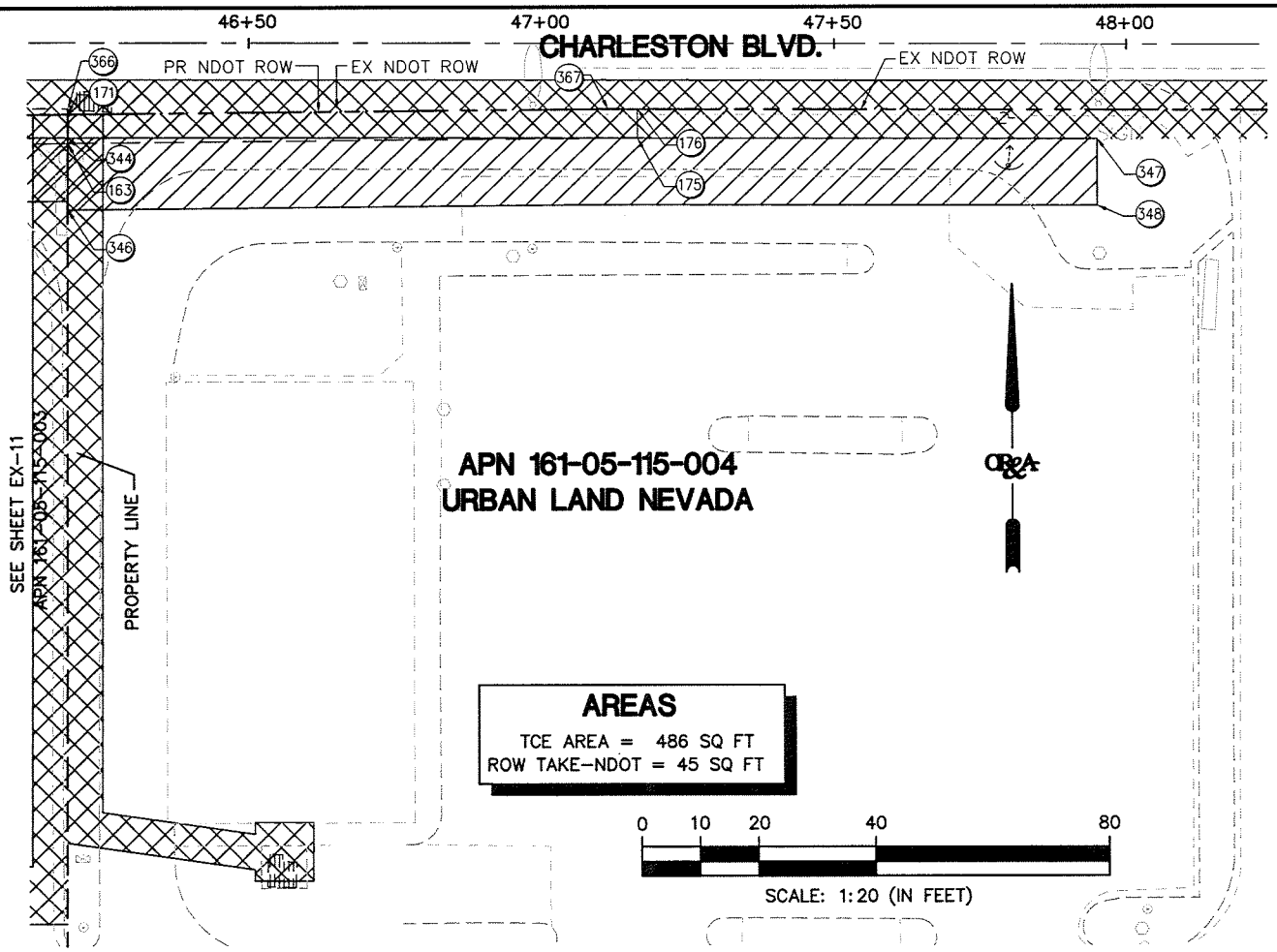
PARCEL EXHIBIT TO SHOW STATIONING
APN: 161-05-115-003

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

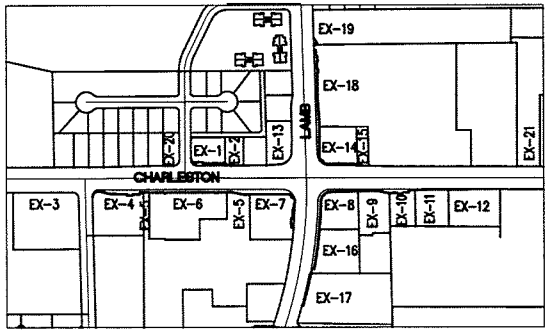
EX-11

SHEET 11 OF 21



KEY MAP

NOT TO SCALE



PROPOSED TCE

POINT	REF	STATION	OFFSET
163	CH	46+19.18	55.98' RT
175	CH	47+16.55	55.00' RT
176	CH	47+16.55	50.00' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
171	CH	46+19.18	50.98' RT
366	CH	46+19.18	50.00' RT
367	CH	47+11.50	50.00' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
344	CH	46+19.21	55.00' RT
346	CH	46+19.21	67.50' RT
347	CH	47+95.21	55.00' RT
348	CH	47+95.21	66.50' RT

RIGHT OF WAY TO BE TRANSFERRED FROM CLARK COUNTY TO NDOT

T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)

PROPOSED NVE EASEMENT

EXISTING NVE EASEMENT

OR&A

Orth-Rodgers and Associates, Inc.

TRANSPORTATION ENGINEERS and PLANNERS

3130 South Durango Drive, Suite 404 | Las Vegas, NV 89117

Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

PARCEL EXHIBIT TO SHOW STATIONING

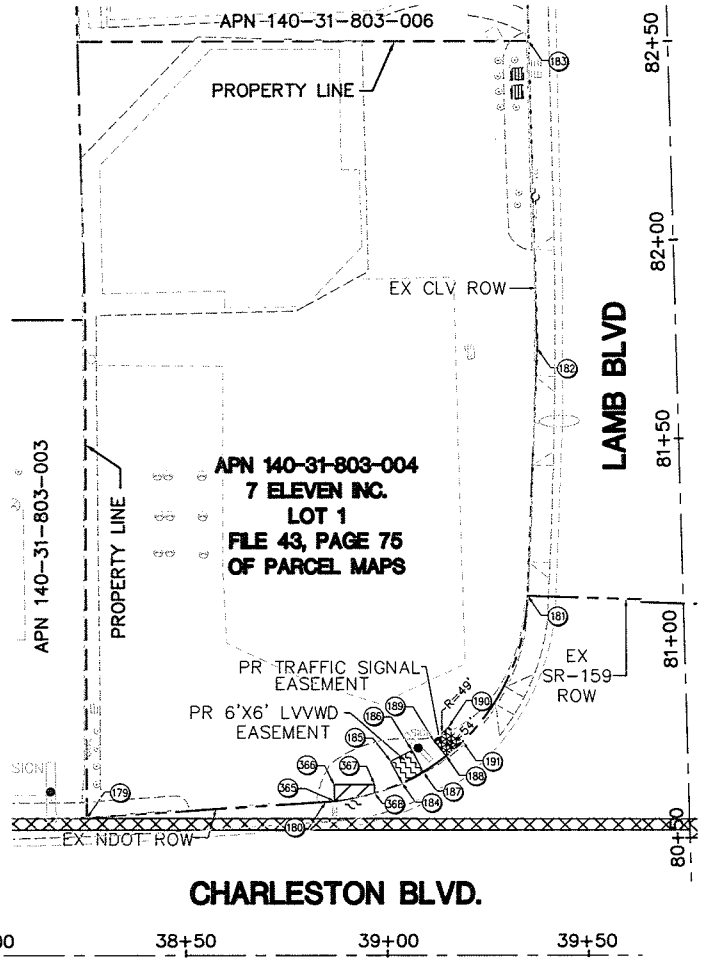
APN: 161-05-115-004

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

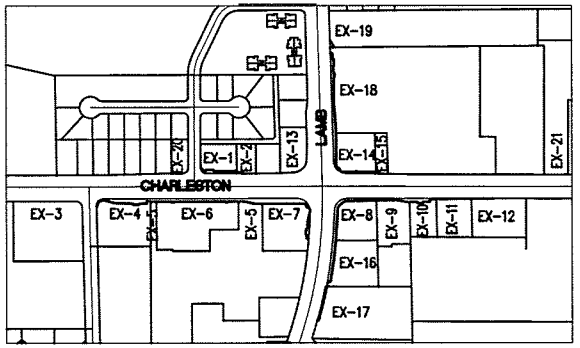
EX-12

SHEET 12 OF 21



KEY MAP

NOT TO SCALE



PROPOSED NVE

POINT	REF	STATION	OFFSET
365	CH	38+86.86	59.31' LT
366	CH	38+86.86	63.47' LT
367	CH	38+96.86	63.47' LT
368	CH	38+96.86	61.34' LT

EXISTING ROW

POINT	REF	STATION	OFFSET
179	CH	38+25.48	55.00' LT
180	CH	38+84.72	59.12' LT
181	L	81+12.35	62.12' LT
182	L	81+74.14	58.00' LT
183	L	82+51.52	58.00' LT

PROPOSED LVVWD

POINT	REF	STATION	OFFSET
184	CH	39+03.67	63.94' LT
185	CH	39+00.87	69.25' LT
186	CH	39+06.18	72.04' LT
187	CH	39+08.98	66.73' LT

PROPOSED TRAFFIC SIGNAL

POINT	REF	STATION	OFFSET
188	CH	39+14.66	70.67' LT
189	CH	39+11.55	74.59' LT
190	CH	39+15.31	77.89' LT
191	CH	39+18.79	74.30' LT

EXISTING NVE EASEMENT

PROPOSED LAS VEGAS VALLEY WATER DISTRICT EASEMENT

PROPOSED TRAFFIC SIGNAL EASEMENT

PROPOSED NVE EASEMENT

AREAS

LVVWD AREA = 36 SQ FT
SIGNAL EASEMENT AREA = 26 SQ FT

0 15 30 60 120

SCALE: 1:30 (IN FEET)

OR&A

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TRANSPORTATION ENGINEERS and PLANNERS
3130 South Durango Drive, Suite 404 | Las Vegas, NV 89117
Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

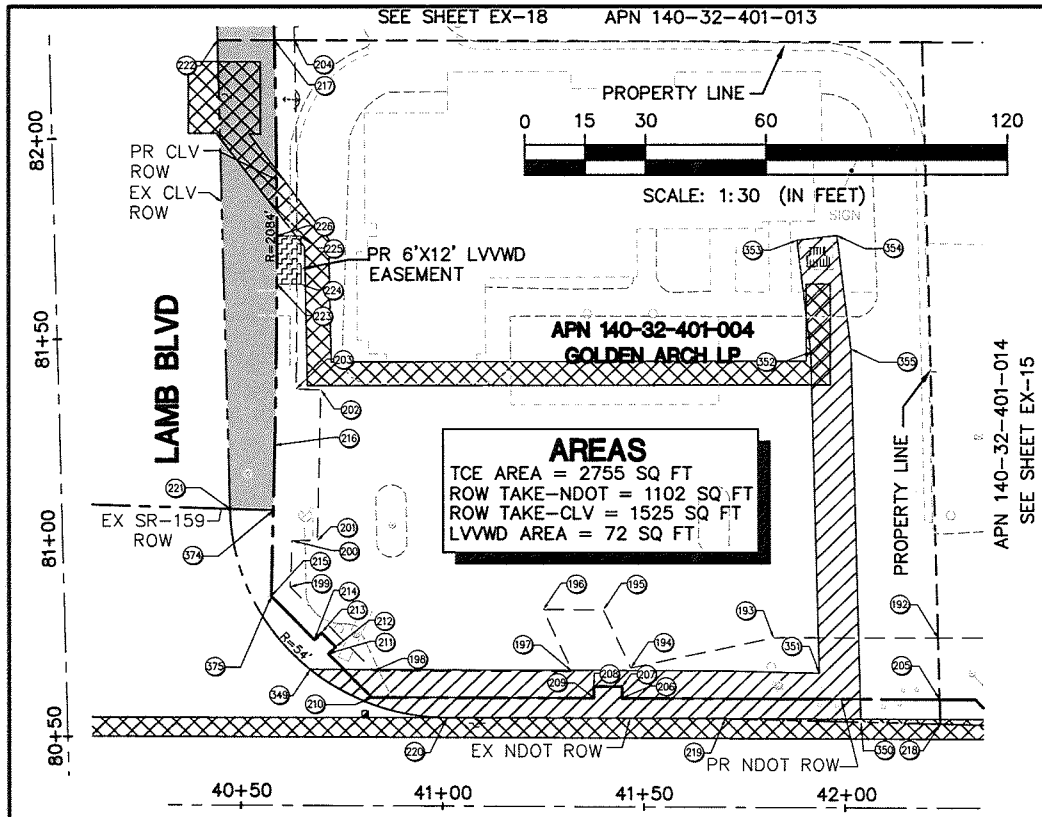
CHARLESTON/LAMB INTERSECTION WIDENING

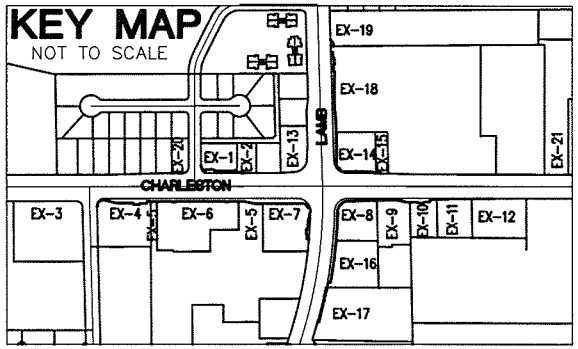
PARCEL EXHIBIT TO SHOW STATIONING
APN: 140-31-803-004

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

EX-13





PROPOSED TCE

POINT	REF	STATION	OFFSET
192	CH	42+22.84	75.50' LT
193	CH	41+81.94	75.50' LT
194	CH	41+46.50	67.61' LT
195	CH	41+39.68	82.30' LT
196	CH	41+24.72	82.30' LT
197	CH	41+31.98	66.67' LT
198	CH	40+82.69	66.67' LT
199	L	80+85.99	64.48' RT
200	L	80+97.68	65.23' RT
201	L	80+97.51	71.50' RT
202	L	81+35.31	73.38' RT
203	L	81+35.62	67.20' RT
204	L	82+23.02	69.12' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
218	CH	42+23.47	53.81' LT
219	CH	41+69.96	55.00' LT
220	CH	41+00.90	55.00' RT
221	L	81+06.03	50.00' RT
222	L	82+23.57	50.00' RT

PROPOSED ROW

POINT	REF	STATION	OFFSET
205	CH	42+23.29	60.00' LT
206	CH	41+44.36	60.00' LT
207	CH	41+44.36	63.00' LT
208	CH	41+37.36	63.00' LT
209	CH	41+37.36	60.00' LT
210	CH	40+82.22	60.00' LT
211	CH	40+71.46	70.98' LT
212	CH	40+73.25	72.73' LT
213	CH	40+69.75	76.30' LT
214	CH	40+67.97	74.55' LT
215	L	80+83.83	59.67' RT
216	L	81+21.63	61.55' RT
217	L	82+23.16	64.12' RT
374	CH	40+57.68	107.15' LT
375	CH	40+57.22	85.52' LT

PROPOSED NVE

POINT	REF	STATION	OFFSET
349	CH	40+66.96	67.00' LT
219	CH	41+69.96	55.00' LT
220	CH	41+00.90	55.00' LT
350	CH	42+03.72	54.25' LT
351	CH	41+93.37	66.48' LT
352	CH	41+91.04	147.33' LT
353	CH	41+87.59	175.11' LT
354	CH	41+97.51	176.34' LT
355	CH	42+01.03	148.09' LT

PROPOSED LVVWD

POINT	REF	STATION	OFFSET
223	L	81+62.00	63.17' RT
224	L	81+61.84	69.17' RT
225	L	81+73.87	69.49' RT
226	L	81+74.03	63.49' RT

RIGHT OF WAY TO BE ACQUIRED –OWNERSHIP/MAINTENANCE TO NDOT

T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)

PROPOSED NVE EASEMENT

EXISTING NVE EASEMENT

PROPOSED LAS VEGAS VALLEY WATER DISTRICT EASEMENT

RIGHT OF WAY TO BE ACQUIRED –OWNERSHIP/MAINTENANCE TO CITY OF LAS VEGAS

OR&A

Orth-Rodgers and Associates, Inc.
TRANSPORTATION ENGINEERS and PLANNERS
3130 South Durango Drive, Suite 404 | Las Vegas, NV 89117
Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

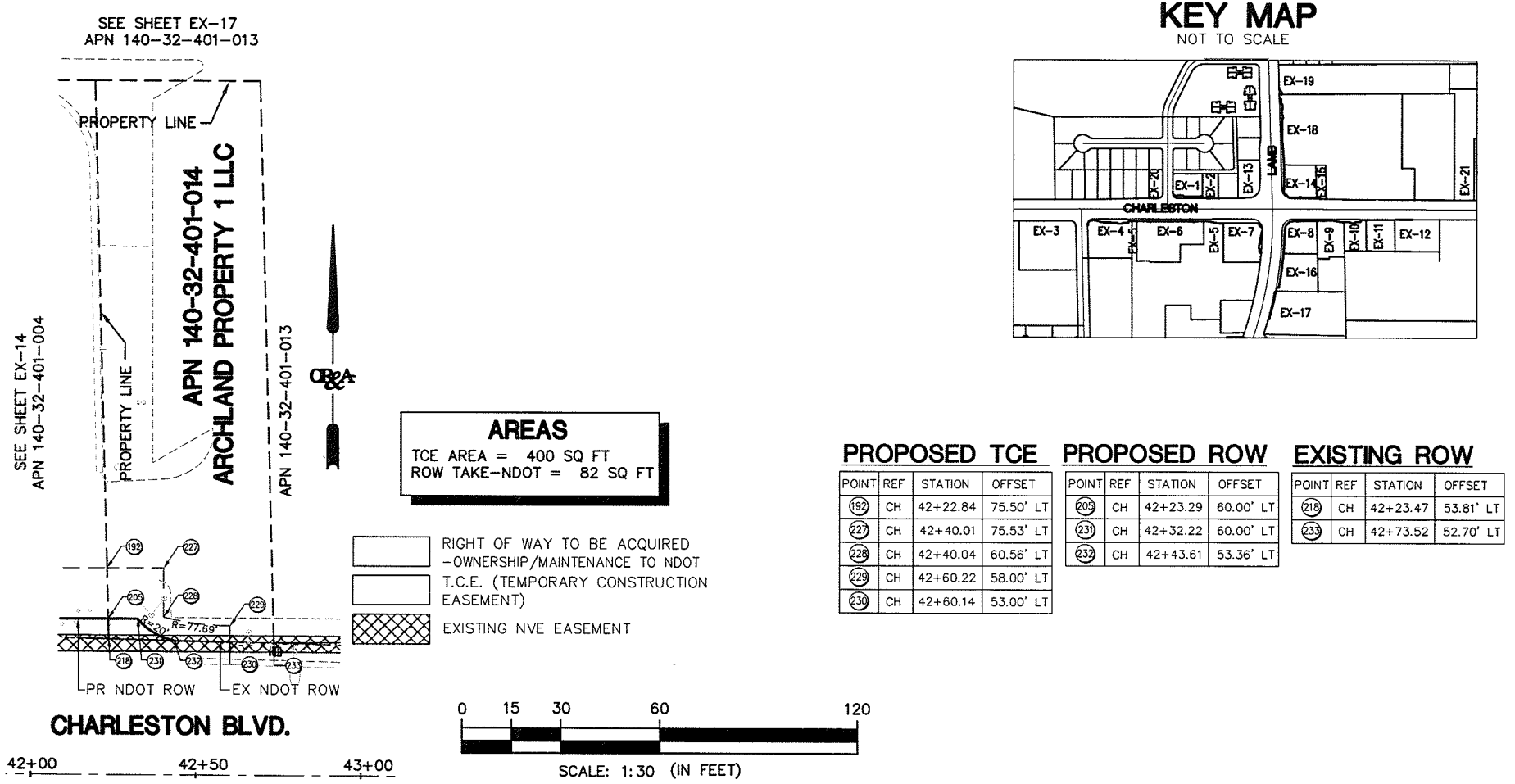
PARCEL EXHIBIT TO SHOW STATIONING
APN: 140-32-401-004

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

EX-14

SHEET 14 OF 21



PROPOSED TCE

POINT	REF	STATION	OFFSET
192	CH	42+22.84	75.50' LT
227	CH	42+40.01	75.53' LT
228	CH	42+40.04	60.56' LT
229	CH	42+60.22	58.00' LT
230	CH	42+60.14	53.00' LT

PROPOSED ROW

POINT	REF	STATION	OFFSET
205	CH	42+23.29	60.00' LT
231	CH	42+32.22	60.00' LT
232	CH	42+43.61	53.36' LT

EXISTING ROW

POINT	REF	STATION	OFFSET
218	CH	42+23.47	53.81' LT
233	CH	42+73.52	52.70' LT

OR&A
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CITY OF LAS VEGAS

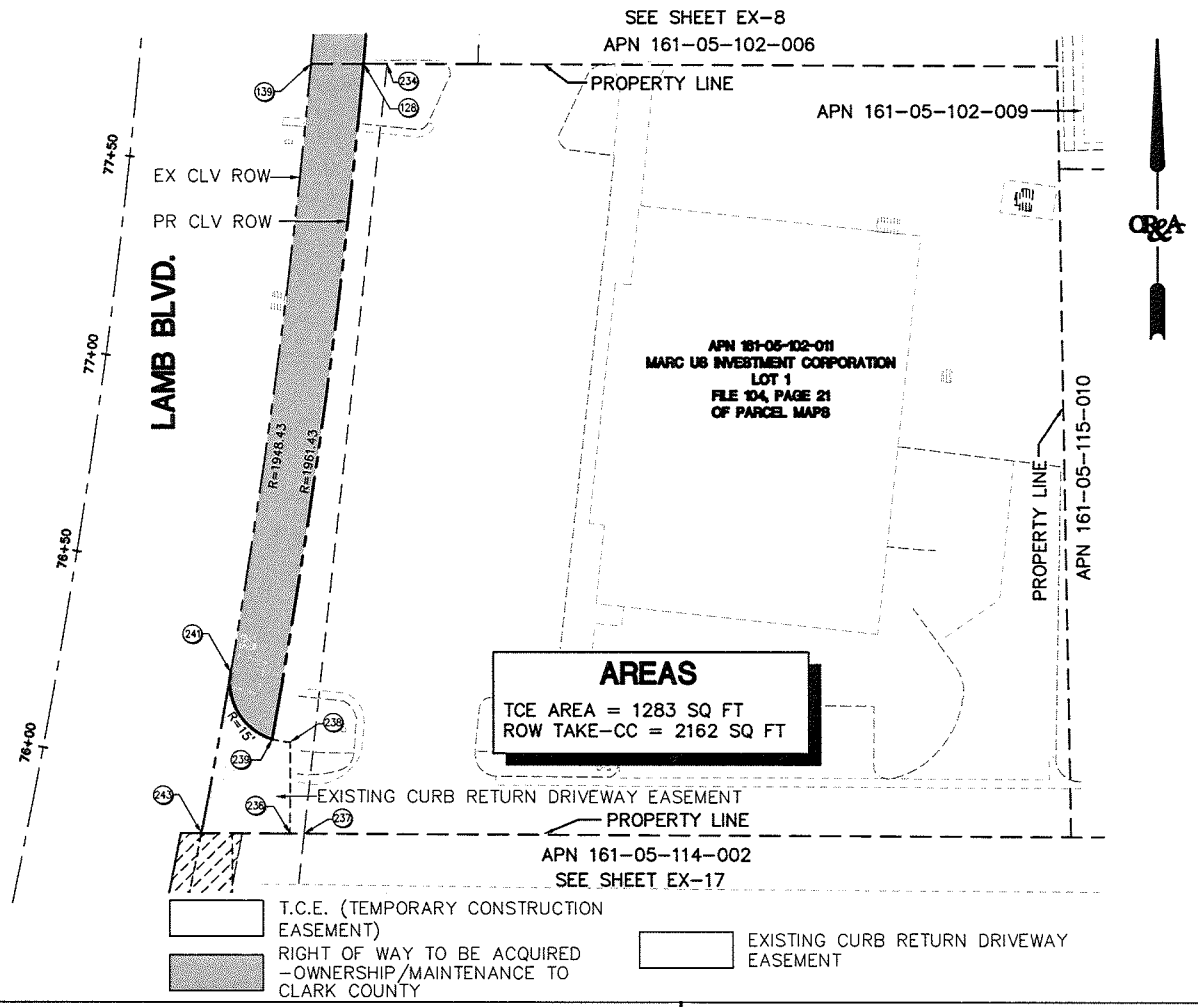
CHARLESTON/LAMB INTERSECTION WIDENING

PARCEL EXHIBIT TO SHOW STATIONING
APN: 140-32-401-014

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

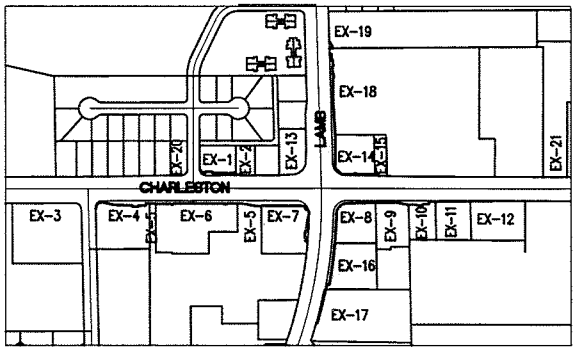
DRAWING NUMBER

EX-15



KEY MAP

NOT TO SCALE



PROPOSED TCE

POINT	REF	STATION	OFFSET
234	L	77+79.38	68.84' RT
236	L	75+91.63	71.65' RT
237	L	75+92.25	75.08' RT
238	L	76+13.46	67.54' RT

PROPOSED ROW

POINT	REF	STATION	OFFSET
128	L	77+78.89	63.00' RT
239	L	76+13.36	63.00' RT
241	L	76+27.74	50.00' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
139	L	77+77.79	50.00' RT
243	L	75+87.67	50.00' RT

0 15 30 60 120

SCALE: 1:30 (IN FEET)

OR&A

Orth-Rodgers and Associates, Inc.
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3130 South Durango Drive, Suite 404 | Las Vegas, NV 89117
Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

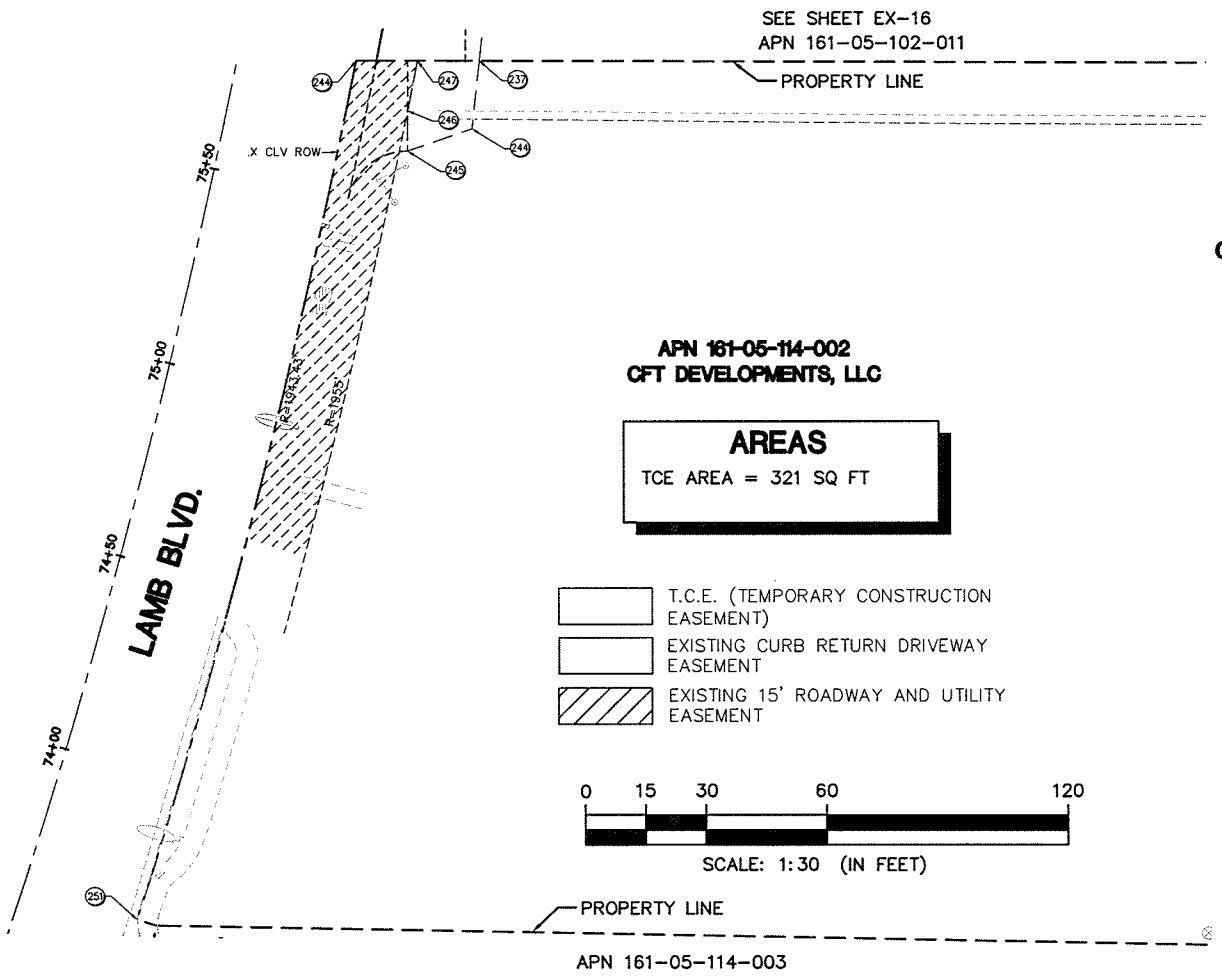
PARCEL EXHIBIT TO SHOW STATIONING
APN: 161-05-102-011

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

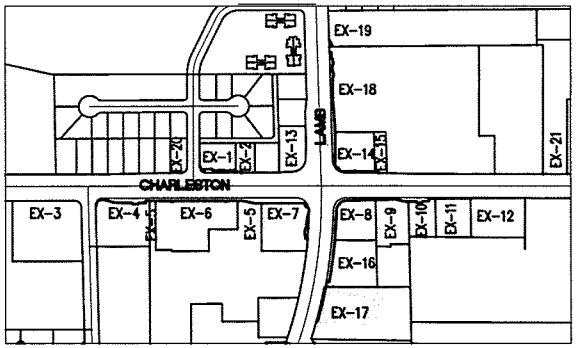
EX-16

SHEET 16 OF 21



KEY MAP

NOT TO SCALE



PROPOSED TCE

POINT	REF	STATION	OFFSET
237	L	75+92.25	75.08' RT
244	L	75+75.61	76.57' RT
245	L	75+67.18	62.00' RT
246	L	75+76.91	60.00' RT
247	L	75+89.51	60.00' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
244	L	75+86.75	45.00' RT
251	L	73+69.05	45.00' RT

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Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

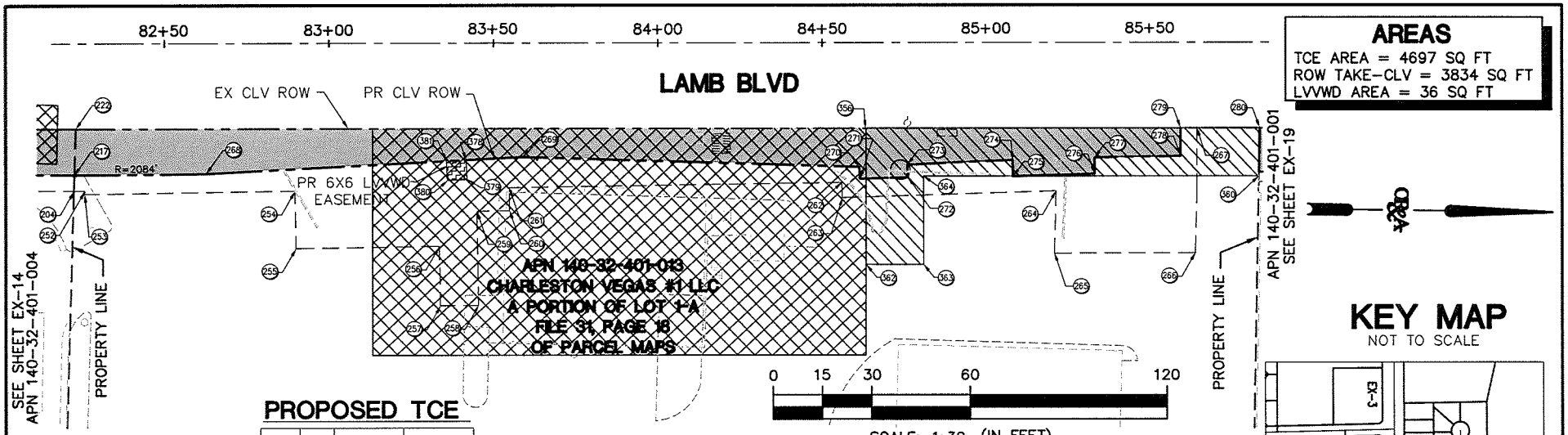
PARCEL EXHIBIT TO SHOW STATIONING
APN: 161-05-114-002

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

EX-17

SHEET 17 OF 21

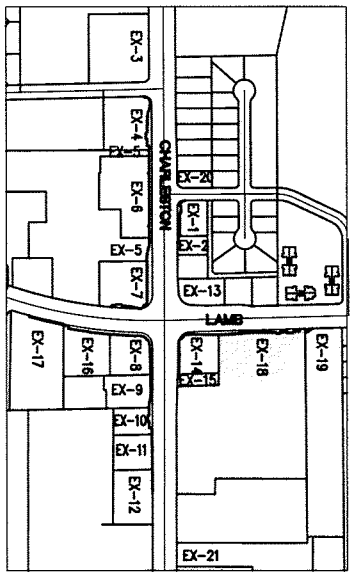


AREAS

TCE AREA = 4697 SQ FT
ROW TAKE-CLV = 3834 SQ FT
LVVWD AREA = 36 SQ FT

KEY MAP

NOT TO SCALE



PROPOSED TCE

POINT	REF	STATION	OFFSET
204	L	82+23.02	69.12' RT
252	L	82+26.35	69.13' RT
253	L	82+26.35	70.14' RT
254	L	82+90.26	69.16' RT
255	L	82+90.54	86.93' RT
256	L	83+34.11	86.27' RT
257	L	83+34.39	104.69' RT
258	L	83+45.99	104.51' RT
259	L	83+45.55	75.45' RT
260	L	83+55.47	75.30' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
222	L	82+23.57	50.00' RT
280	L	85+83.94	50.00' RT

PROPOSED TCE

POINT	REF	STATION	OFFSET
261	L	83+55.36	68.17' RT
262	L	84+56.48	66.62' RT
263	L	84+56.75	71.33' RT
264	L	85+21.85	69.26' RT
265	L	85+21.35	88.53' RT
266	L	85+64.27	88.40' RT
267	L	85+64.82	50.00' RT

PROPOSED NVE

POINT	REF	STATION	OFFSET
356	L	84+63.79	50.00' RT
360	L	85+83.65	64.71' RT
362	L	84+63.79	92.00' RT
363	L	84+81.29	92.00' RT
364	L	84+81.44	64.71' RT

PROPOSED ROW

POINT	REF	STATION	OFFSET
217	L	82+23.16	64.12' RT
268	L	82+63.24	63.45' RT
269	L	83+59.42	58.69' RT
270	L	84+61.88	61.81' RT
271	L	84+62.09	65.49' RT
272	L	84+76.73	65.02' RT
273	L	84+76.50	61.17' RT
274	L	85+08.57	59.72' RT
275	L	85+08.72	64.72' RT
276	L	85+33.67	63.97' RT
277	L	85+33.58	58.97' RT
278	L	85+59.82	58.54' RT
279	L	85+59.82	50.00' RT

PROPOSED LVVWD

POINT	REF	STATION	OFFSET
378	CH	83+42.24	59.60' RT
379	CH	83+42.55	65.59' RT
380	CH	83+36.56	65.91' RT
381	CH	83+36.25	59.69' RT

PROPOSED LAS VEGAS VALLEY WATER DISTRICT EASEMENT

RIGHT OF WAY TO BE ACQUIRED –OWNERSHIP/MAINTENANCE TO CITY OF LAS VEGAS

T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)

PROPOSED NVE EASEMENT

EXISTING NVE RIGHT OF ENTRY (NV ENERGY)

OR&A

Orth-Rodgers and Associates, Inc.
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Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

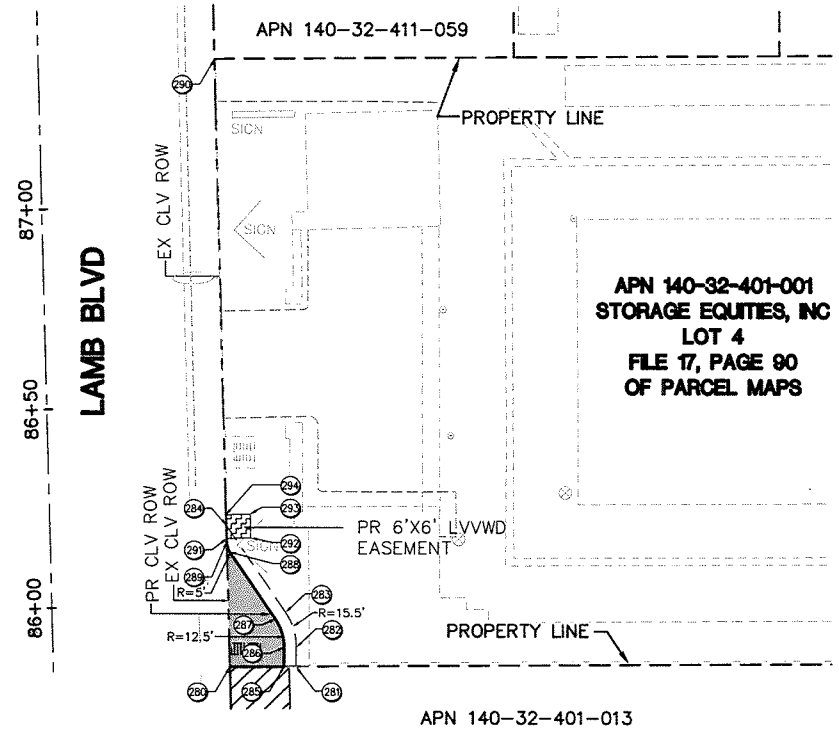
CHARLESTON/LAMB INTERSECTION WIDENING

PARCEL EXHIBIT TO SHOW STATIONING
APN: 140-32-401-013

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

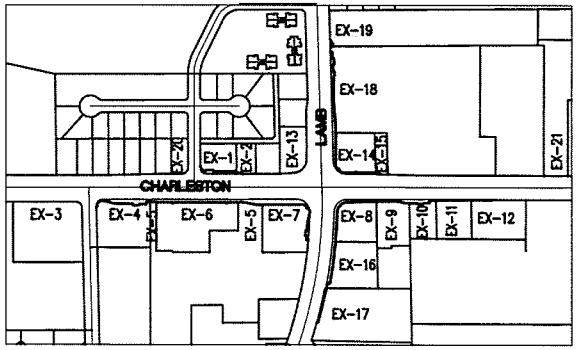
DRAWING NUMBER

EX-18



KEY MAP

NOT TO SCALE



AREAS

TCE AREA = 112 SQ FT
ROW TAKE-CLV = 264 SQ FT
LVVWD AREA = 36 SQ FT

PROPOSED TCE

POINT	REF	STATION	OFFSET
281	L	85+83.62	66.42' RT
282	L	85+88.44	66.61' RT
283	L	85+97.37	64.19' RT
284	L	86+19.65	50.00' RT

PROPOSED ROW

POINT	REF	STATION	OFFSET
285	L	85+83.68	63.42' RT
286	L	85+88.55	63.61' RT
287	L	85+95.76	61.66' RT
288	L	86+12.84	50.78' RT
289	L	86+15.52	50.00' RT

PROPOSED LVVWD

POINT	REF	STATION	OFFSET
291	L	86+16.29	50.00' RT
292	L	86+16.30	56.00' RT
293	L	86+22.30	56.00' RT
294	L	86+22.29	50.00' RT

EXISTING ROW

POINT	REF	STATION	OFFSET
280	L	85+83.94	50.00' RT
290	L	87+36.59	50.00' RT

RIGHT OF WAY TO BE ACQUIRED -OWNERSHIP/MAINTENANCE TO CITY OF LAS VEGAS

T.C.E. (TEMPORARY CONSTRUCTION EASEMENT)

PROPOSED LAS VEGAS VALLEY WATER DISTRICT EASEMENT

0 15 30 60 120

SCALE: 1:30 (IN FEET)

OR&A

Orth-Rodgers and Associates, Inc.
TRANSPORTATION ENGINEERS and PLANNERS
3130 South Durango Drive, Suite 404 | Las Vegas, NV 89117
Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

PARCEL EXHIBIT TO SHOW STATIONING
APN: 140-32-401-001

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

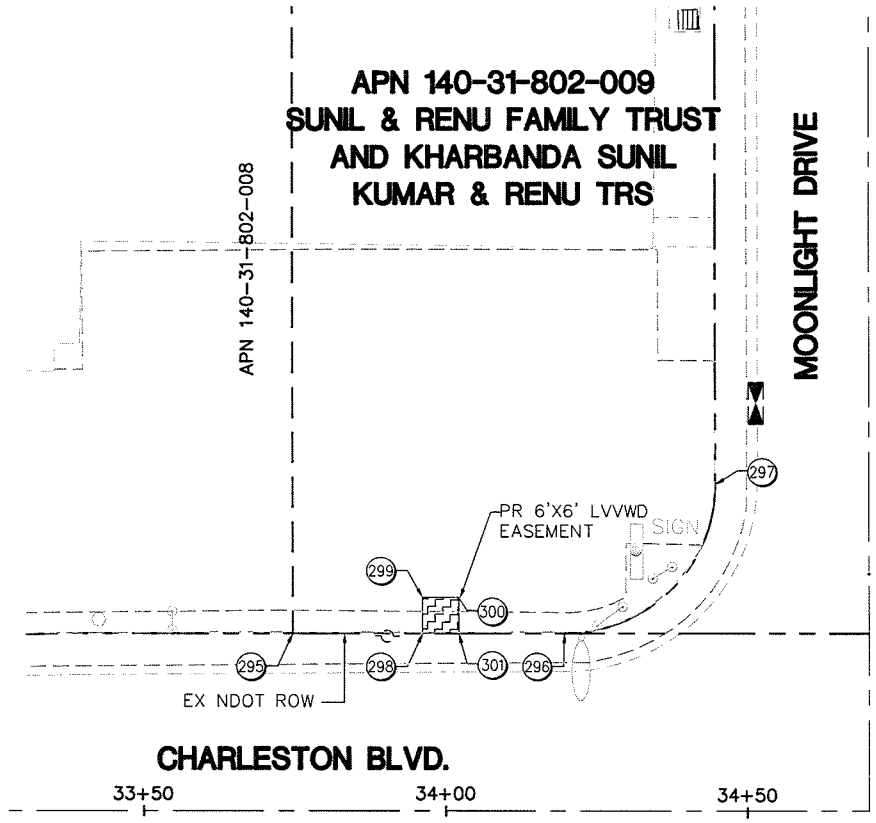
DRAWING NUMBER

EX-19

AREAS

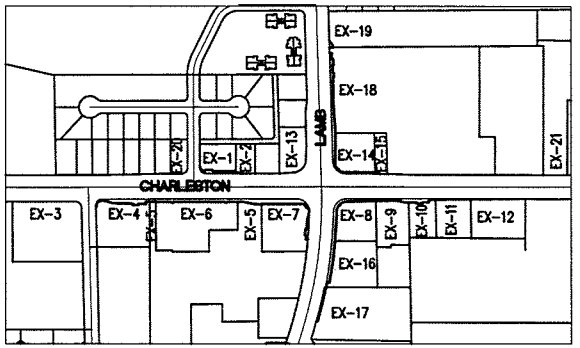
LVVWD AREA = 36 SQ FT

PROPOSED LAS VEGAS VALLEY WATER DISTRICT EASEMENT



KEY MAP

NOT TO SCALE



PROPOSED LVVWD

POINT	REF	STATION	OFFSET
298	CH	33+96.12	55.00' LT
299	CH	33+96.10	61.00' LT
300	CH	34+02.10	61.00' LT
301	CH	34+02.12	55.00' LT

EXISTING ROW

POINT	REF	STATION	OFFSET
295	CH	33+74.62	55.00' LT
296	CH	34+19.62	55.00' LT
297	CH	34+44.62	80.00' LT

0 10 20 40 80

SCALE: 1:20 (IN FEET)

Orth-Rodgers and Associates, Inc.
TRANSPORTATION ENGINEERS and PLANNERS
3130 South Durango Drive, Suite 404 | Las Vegas, NV 89117
Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

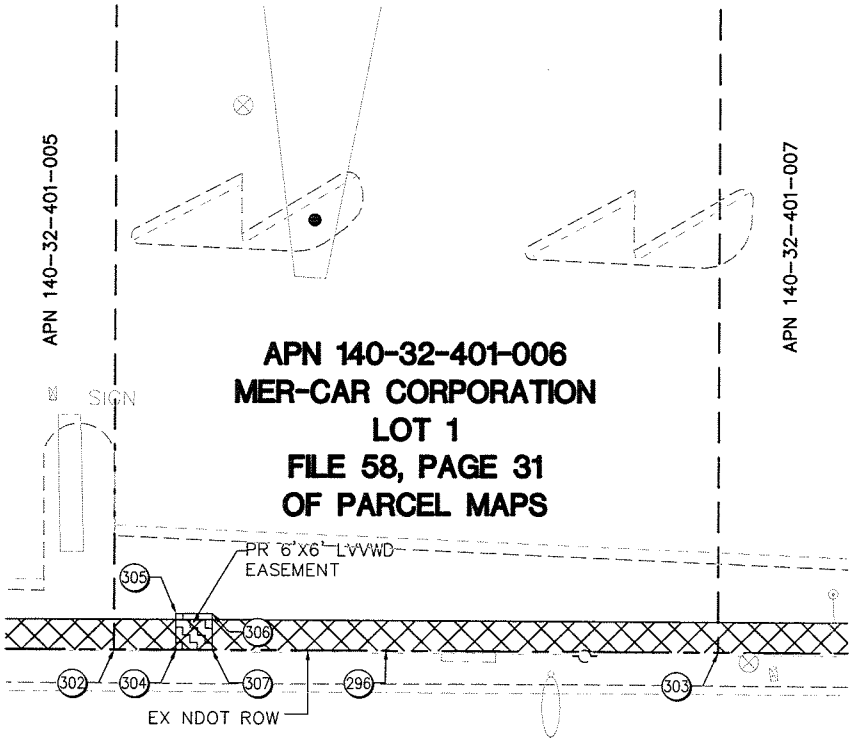
PARCEL EXHIBIT TO SHOW STATIONING
APN: 140-31-802-009

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

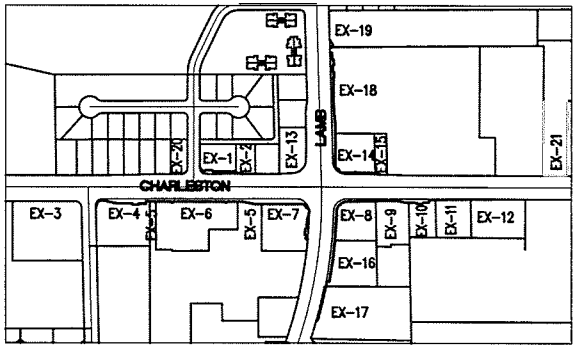
EX-20

SHEET 20 OF 21



KEY MAP

NOT TO SCALE



PROPOSED LVVWD

POINT	REF	STATION	OFFSET
304	CH	49+32	50.00' LT
305	CH	49+32	56.00' LT
306	CH	49+38	56.00' LT
307	CH	49+38	50.00' LT

EXISTING ROW

POINT	REF	STATION	OFFSET
302	CH	49+21.76	50.00' LT
303	CH	50+21.76	55.00' LT

EXISTING NVE EASEMENT

PROPOSED LAS VEGAS VALLEY WATER DISTRICT EASEMENT

AREAS

LVVWD AREA = 36 SQ FT

0 10 20 40 80

SCALE: 1:20 (IN FEET)

Orth-Rodgers and Associates, Inc.
TRANSPORTATION ENGINEERS and PLANNERS
3130 South Durango Drive, Suite 404 | Las Vegas, NV 89117
Phone: (702) 233-4060 | Fax: (702) 233-4560

CITY OF LAS VEGAS

CHARLESTON/LAMB INTERSECTION WIDENING

PARCEL EXHIBIT TO SHOW STATIONING
APN: 140-32-401-006

DESIGNED BY:	JS
DRAWN BY:	JS
CHECKED BY:	RM
DATE:	2013-02-28

DRAWING NUMBER

EX-21

SHEET 21 OF 21

City of Las Vegas Agenda Item No.: **27.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
ABEYANCE ITEM - For possible action to approve a Change to a Condition of Approval of a Compliance Permit for a Medical Marijuana Establishment (Dispensary) GB SCIENCES NEVADA, LLC dba GB SCIENCES at 921 South Las Vegas Boulevard, Suite #100 - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request to approve a Change to a Condition of Approval of a Compliance Permit for a Medical Marijuana Establishment (Dispensary).

RECOMMENDATION:
Recommend approval, subject to the following conditions:
1) Must secure and/or maintain a current State Provisional Registration Certificate.
2) Plans be reviewed and approved by the Director prior to consideration of a business license.
3) Compliance Permit to expire November 4, 2016.

BACKUP DOCUMENTATION:
1. Letter
2. Location Map

GB Sciences -Dispensary

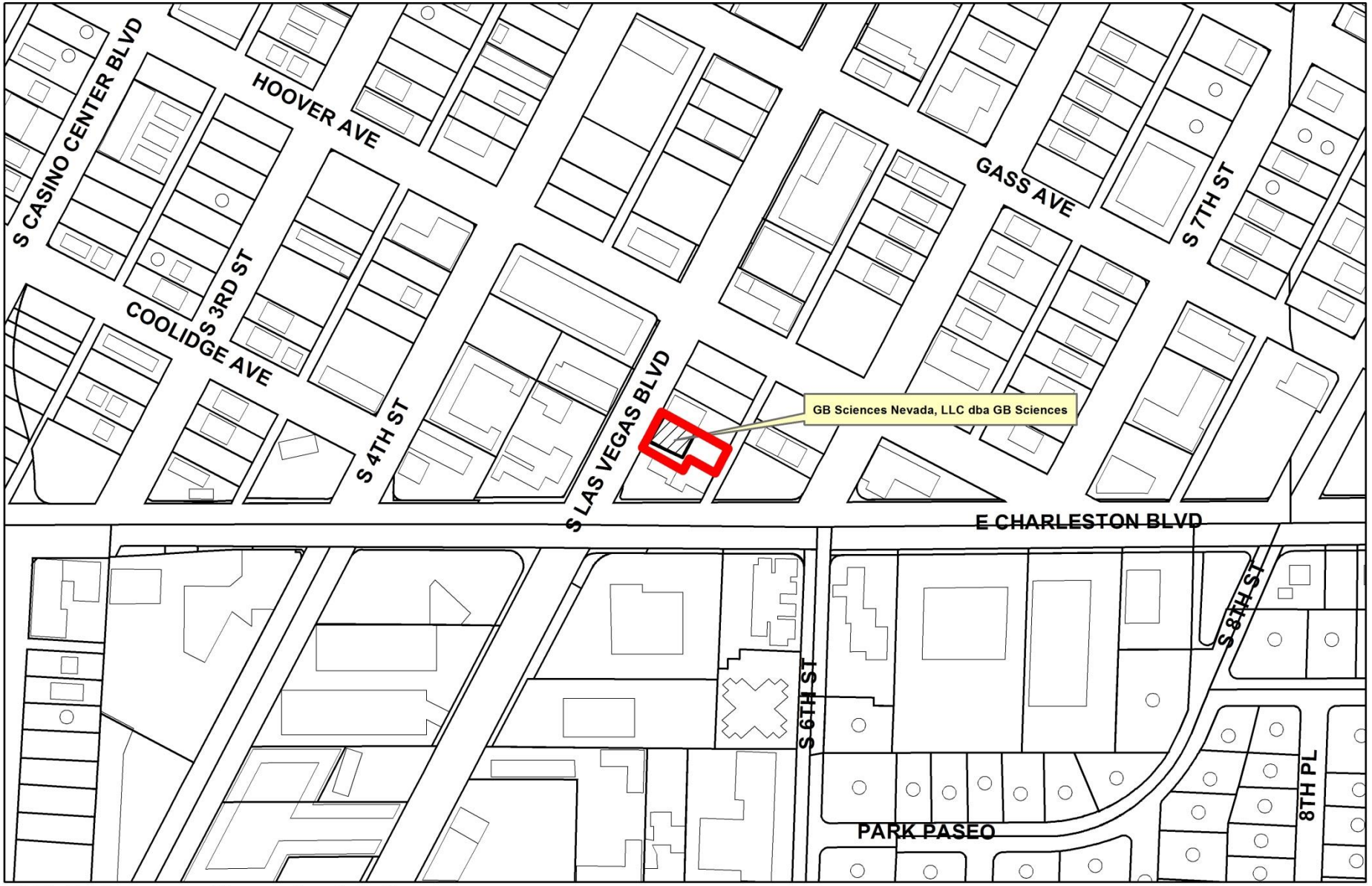
Darcy Adelbai-Hurd

From: JT III Moran <JT3.Moran@moranlawfirm.com>
Sent: Wednesday, April 20, 2016 8:55 AM
To: Darcy Adelbai-Hurd
Cc: Matthew Sibert
Subject: 921 South Las Vegas Blvd.

Hi Darcy,

Thank you for your help. We are in the process of filing the extension of time on Land Use Entitlements at the location above. The Minutes from the City Council Hearing provide that the Compliance Permits associated therewith were approved but expire on May 4, 2016. That said, we will need to request an Extension of Time for our prior and approved Compliance Permit. Nothing has changed with the organization. We paid 5000 to file last December. We cannot proceed forward with construction or with the Division until the District Court rules on our Motions. We of course are asking that the Court compel the Division to issue the Provisional Certificate. I will keep you apprised. But please let us know how to proceed in preserving our Compliance Permit as we have spent 100's of thousands of dollars at this location in anticipation of proceeding with the desired use of property - MME. I will wait to hear back from you and thank you again for all of your help with this matter. JT.

Sent from my iPhone



GB Sciences Nevada, LLC
dba GB Sciences
921 South Las Vegas Boulevard, Suite #100
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: Tuesday, January 05, 2016

City of Las Vegas Agenda Item No.: **28.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:

ABEYANCE ITEM - For possible action to approve a Change to a Condition of Approval of a Compliance Permit for a Medical Marijuana Establishment (Cultivation) NULEAF CLV CULTIVATION, LLC dba NULEAF CLV CULTIVATION, LLC at 1018 South Commerce Street - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:

For possible action on a request to approve a Change to a Condition of Approval of a Compliance Permit for a Medical Marijuana Establishment (Cultivation).

RECOMMENDATION:

Recommend approval, subject to the following conditions:

1) Must secure and/or maintain a current State Provisional Registration Certificate.
2) Plans be reviewed and approved by the Director prior to consideration of a business license.
3) Compliance Permit to expire November 4, 2016.

BACKUP DOCUMENTATION:

1. Letter
2. Location Map

SANDE LAW GROUP
ATTORNEYS AT LAW
6077 S. Fort Apache Road, Suite 130
Las Vegas, Nevada 89148
www.sandelawgroup.com

Jeff Donato
Director of Licensing & Regulatory Compliance
Phone: (702) 997-0063
Fax: (702) 997-0038
Email: jeff@sandelawgroup.com

Law Offices
Las Vegas (702) 997-0066
Reno (775) 473-7444

April 19, 2016

NuLeaf
- Cultivation

Via email to: dadelbai@LasVegasNevada.gov

Darcy Adelbai-Hurd, MPA
Department of Planning
Business License Division
333 N. Rancho Drive, 6th Floor
Las Vegas, NV 89106

Re: Request for Extension of Time for NuLeaf CLV Cultivation, LLC

Dear Ms. Adelbai-Hurd:

Please allow this letter to supplement my prior letter dated April 6, 2016, on behalf of NuLeaf CLV Cultivation, LLC, a Nevada limited liability company (the **"Company"**), with regard to its request for an extension of time on the Company's Compliance Permit.

Subsequent to submitting the request for an extension with the City, the Company received an email from the Nevada Division of Public and Behavioral Health (the **"Division"**) that defines "Significant Progress". See copy of the Division's email attached hereto.

In an effort to determine "Significant Progress", the Division will consider whether the MMEs with provisional certificates have:

1. Paid initial fee;
2. Started construction;
3. Obtained zoning approval;
4. Applied for business license;
5. Submitted renewal (in combination with others);

6. Applied for and paid for agent cards; or

7. Submitted operational plans, policies and procedures.

As set forth in the email, 100% compliance with all seven items is not required to establish "Significant Progress"; however, the Division will communicate with the operators to determine progress for each of the categories on an ongoing basis.

Since the Company has substantially complied with all requirements above, it is our understanding that the Division intends to take no action on the Company's provisional certificate at the 18-month, May 3, 2016, deadline.

Based upon the foregoing, the Company hereby respectfully requests the City to consider the supplemental information provided herein and approve the extension of the Company's Compliance Permit.

Thank you in advance for your consideration. If you should have any questions or would like to discuss, please do not hesitate to contact me.

Sincerely,

SANDE LAW GROUP

Jeff Donato

JDON/jjd

Enclosure [as stated]

cc: Brown Brown & Premsrirut (by email, w/encl.)

COPY

---------- Forwarded message ----------
From: **Pam Graber** <pgraber@health.nv.gov>
Date: Fri, Apr 15, 2016 at 9:48 AM
Subject: Significant Progress
To: STATEMME@listserv.state.nv.us

"SIGNIFICANT PROGRESS" DEFINED
The Division expects all MMEs holding provisional certificates to be fully operational by May 3, 2016. However, if an MME submitted the renewal form on time and continues to make significant progress toward opening, the Division intends to take no action on the MME's certificate at the 18-month, May 3, 2016 deadline. If the MME does not make an effort to become operational, is unresponsive, or submits misleading or incorrect renewal information, the Division reserves the right to investigate and potentially revoke the MME's registration.

As to how "significant progress" will be determined, the Division will consider whether the MMEs with provisional certificates* have:

- Paid initial fee
- Have started construction
- Have zoning approval
- Have or applied for business license
- Submitted renewal (in combination with others)
- Applied for and paid for agent cards
- Submitted operational plans, policies and procedures.

100% compliance with all 7 bullet points is not required to establish significant progress, however, the Division will communicate with the operators to determine progress for each of the categories on an ongoing basis.

*Farraday/Apex MMEs fall into in a separate category.

##########

To unsubscribe from the STATEMME list, click the following link:
https://listserv.state.nv.us/cgi-bin/wa?TICKET=NzM2MDk5IHRpbUBCRVJLRUxFWVBBVElFTlRTR1JPVVAuQ09NIFNUQVRFTU1FIFmO6iFveDqP&c=SIGNOFF

SANDE LAW GROUP
ATTORNEYS AT LAW
6077 S. Fort Apache Road, Suite 130
Las Vegas, Nevada 89148
www.sandelawgroup.com

Jeff Donato
Director of Licensing & Regulatory Compliance
Phone: (702) 997-0063
Fax: (702) 997-0038
Email: jeff@sandelawgroup.com

Law Offices
Las Vegas (702) 997-0066
Reno (775) 473-7444

April 6, 2016

Via email to: dadelbai@LasVegasNevada.gov

Darcy Adelbai-Hurd, MPA
Senior License Officer
Department of Planning
Business License Division

Re: Request for Extension of Time for NuLeaf CLV Cultivation, LLC

Dear Ms. Adelbai-Hurd:

In conjunction with Attorney Jay Brown, we represent NuLeaf CLV Cultivation, LLC, a Nevada limited liability company (the **"Company"**), with regard to its licensing and related matters for a MME in the City of Las Vegas.

From the issuance of the State provisional certificate, the Company has not been idle and has contributed significant capital to the entity, not only for design, entitlements, planning and construction, but funds have also been expended towards the physical real estate location as well as equipment necessary for such a specialized operation. There have, or course, been challenges to our progress by way of regulatory standards and guidelines, such as the mandates concerning pesticides among other things. Notwithstanding, the capital and "human capital" exerted by our organization to date reiterates the commitment of the Company to complete construction and commence operations.

To that end, the Company's contractor is currently in the process of working with the City's building department to resolve certain issues with the plumbing plan and odor control plan for the facility. The Company anticipates having all issues resolved with its plans by next week and commencing construction approximately 30 days thereafter. In speaking with the contractor, it's our understanding that construction should take approximately 5 to 6 months to complete, which puts the anticipated operational date at September or October of 2016.

Based upon the anticipated operational date indicated above, the Company has been in contact with the State regarding its provisional certificate for the facility. It's our understanding

that the State will not move to rescind or revoke the State provisional certificate so long as the Company is moving forward with and making progress on the construction of the facility.

Additionally, the Company is in the process of requesting an extension of time on its special use permit for the subject location. In speaking with the Planning Department, it's our understanding that an application to request an extension on the special use permit must be submitted prior to the expiration date, which is on or about April 29, 2016. Hence, the Company is in the process of completing its application to request an extension on the special use permit and anticipates submitting the same with the City before the expiration date.

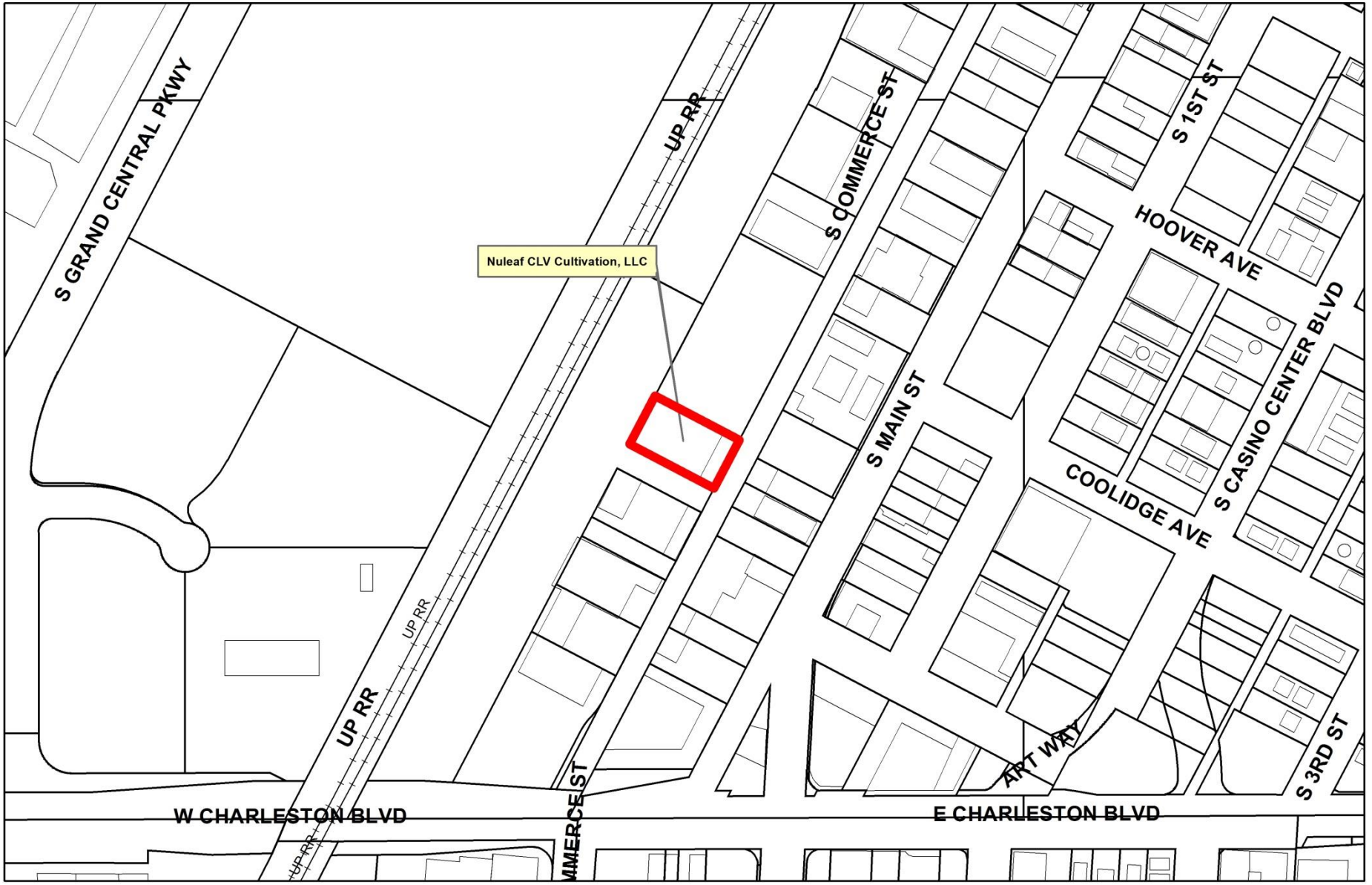
Based upon the foregoing, the Company hereby respectfully requests the City to approve an extension of time on its compliance permit and extend the expiration date to be consistent with the anticipated operational date, which is September or October of 2016.

Thank you in advance for your consideration. If you should have any questions or would like to discuss, please do not hesitate to contact me.

Sincerely,

SANDE LAW GROUP

Jeff Donato



Nuleaf CLV Cultivation, LLC
1018 South Commerce 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: Tuesday, January 05, 2016

City of Las Vegas Agenda Item No.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Medical Marijuana Cultivation Establishment License POLARIS WELLNESS CENTER, LLC dba POLARIS MMJ at 5385 Polaris Avenue - Clark County, Nevada

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Medical Marijuana Cultivation Establishment License.

RECOMMENDATION:
Recommend approval, subject to the following conditions:
1. Independent laboratory must make the selections of all random samples, provide transportation, and maintain chain of custody of all samples.
2. Must operate in compliance with Title 6.95.130 (B-F).
3. This license is only valid with an active license for the same activity, ownership, and location from the primary local licensing jurisdiction.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

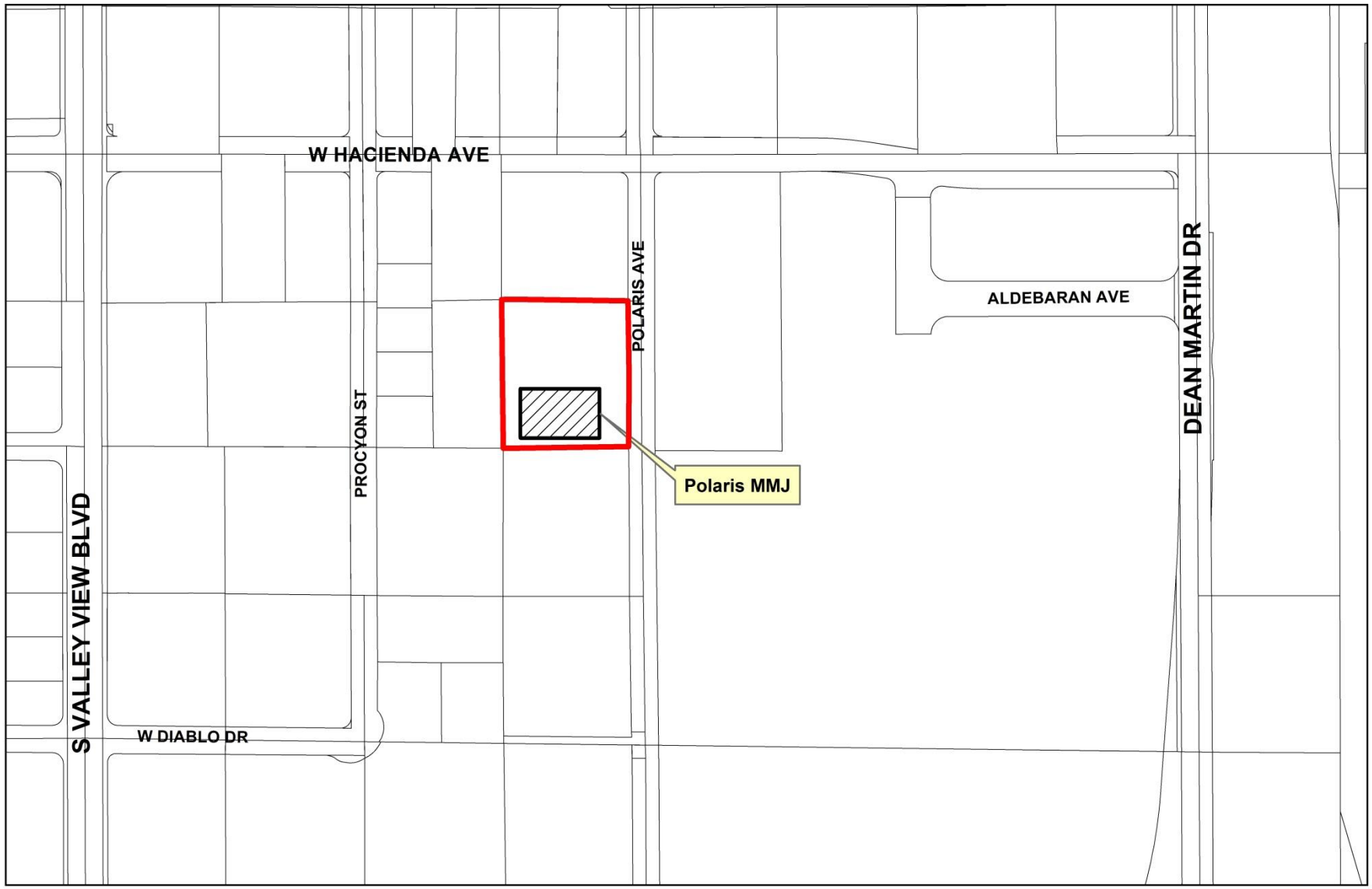
AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Medical Marijuana Cultivation Establishment License POLARIS WELLNESS CENTER, LLC dba POLARIS MMJ at 5385 Polaris Avenue

---

OWNERSHIP:

POLARIS WELLNESS CENTER, LLC
Peter Ishak, Managing Member
Lee McCue, Member
James Switzer, Managing Member
Robert Johnson, Managing Member
Fredrik Nielsen, Managing Member
Strategic Resourcing Group, LLC, Manager
Lee McCue, Managing Member



Polaris MMJ
5385 Polaris Avenue
Clak County

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: Tuesday, May 24, 2016

City of Las Vegas Agenda Item No.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a Medical Marijuana Cultivation Establishment License LAS VEGAS NATURAL CAREGIVER, LLC dba HOUSE OF HERBS at 6455 Dean Martin Drive, Suite G - Clark County, Nevada

Fiscal Impact

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

PURPOSE/BACKGROUND:

For possible action on a request for a Medical Marijuana Cultivation Establishment License.

RECOMMENDATION:

Recommend approval, subject to the following conditions:

1. Independent laboratory must make the selections of all random samples, provide transportation, and maintain chain of custody of all samples.
2. Must operate in compliance with Title 6.95.130 (B-F).
3. This license is only valid with an active license for the same activity, ownership, and location from the primary local licensing jurisdiction.

BACKUP DOCUMENTATION:

1. Ownership
2. Location Map

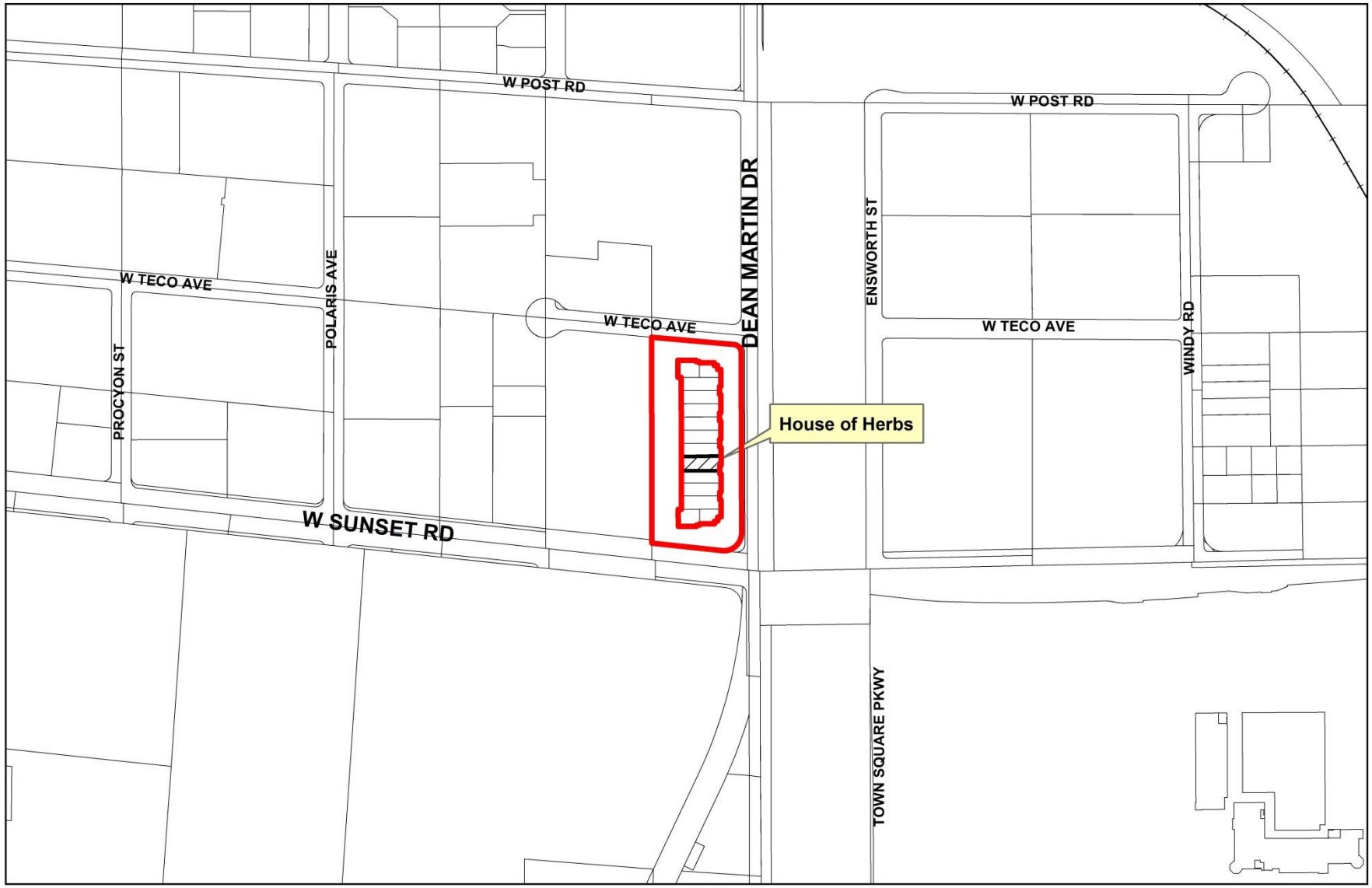
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Medical Marijuana Cultivation Establishment License LAS VEGAS NATURAL CAREGIVER, LLC dba HOUSE OF HERBS at 6455 Dean Martin Drive, Suite G

OWNERSHIP:

LAS VEGAS NATURAL CAREGIVER, LLC
Howard Starr, Managing Member
Michael Starr, Member
Vadim Shapiro, Member
Nicole Ruvo, Member



House of Herbs
6455 Dean Martin Drive, Suite G
Clark County

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: Tuesday, May 24, 2016

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Medical Marijuana Independent Testing Laboratory Establishment License CANNEX NEVADA, LLC dba RSR ANALYTICAL LABORATORIES at 241 West Charleston Boulevard, Suite #180 - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Medical Marijuana Independent Testing Laboratory Establishment License.

RECOMMENDATION:
Recommend approval, subject to the following conditions:
1. Must pull and transport all samples to ensure proper chain of custody for testing.
2. Must maintain chain of custody of all products for testing purposes.
3. Must notify Department when ready to begin collecting samples from any City licensed medical marijuana establishments prior to initial testing.
4. Must make results of all tests available to the Department upon request.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

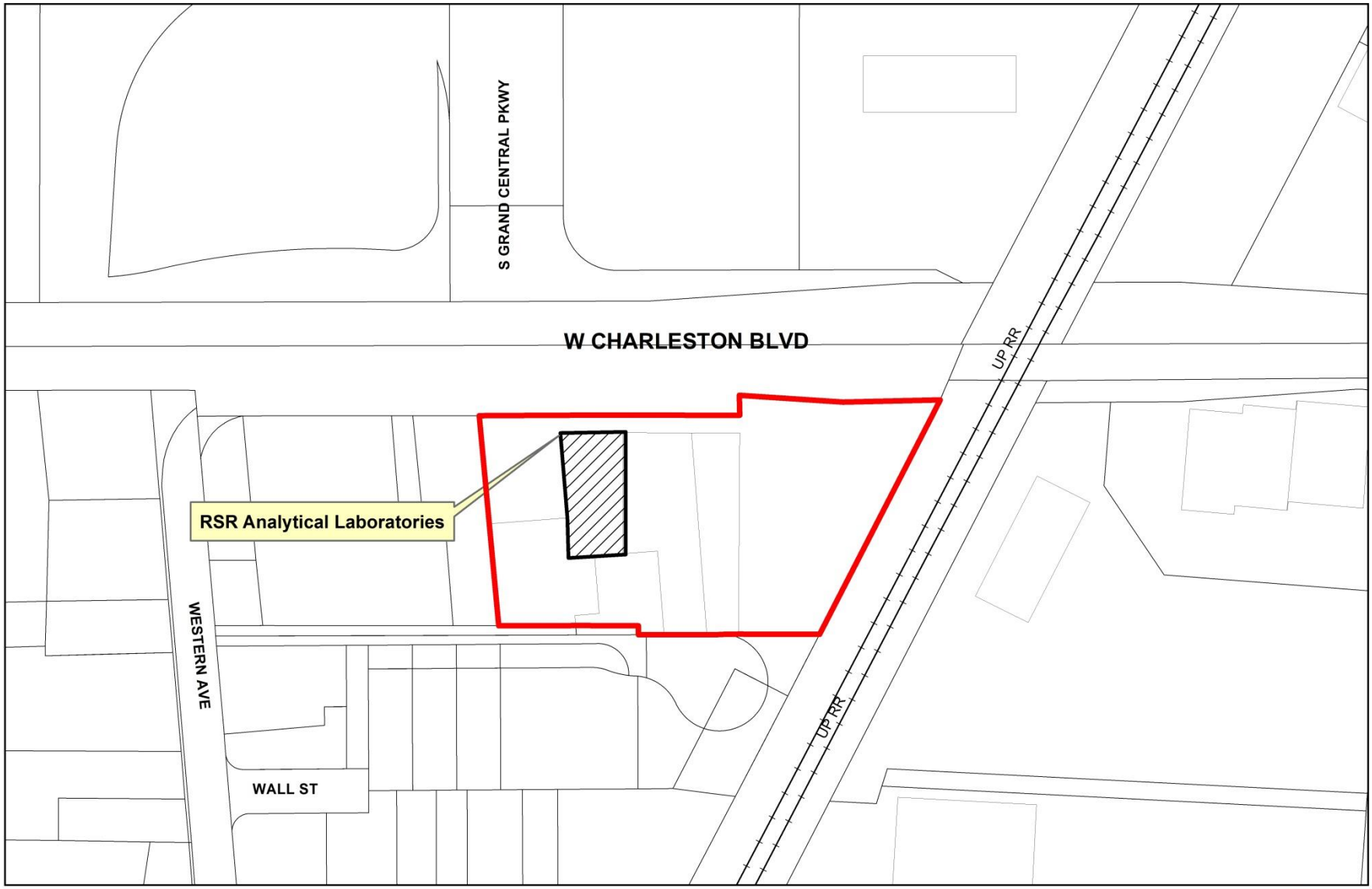
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Medical Marijuana Independent Testing Laboratory Establishment License CANNEX NEVADA, LLC dba RSR ANALYTICAL LABORATORIES at 241 West Charleston Boulevard, Suite #180

OWNERSHIP:

CANNEX NEVADA, LLC
Rushin, LLC, Member
Ricky Rushton, Managing Member
Gragson Lab, LLC, Member
Scott R Gragson, Managing Member
Wyodie, LLC, Member
Robb Richardson, Managing Member



RSR Analytical Laboratories
241 West Charleston Boulevard, Suite #180
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, May 25, 2016

City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Medical Marijuana Cultivation Facility License CANNAVATIVE FARMS, LLC dba CANNAVATIVE FARMS, LLC at 14331 Lear Boulevard - Reno, Nevada

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Medical Marijuana Cultivation Facility License.

RECOMMENDATION:
Recommend approval, subject to the following conditions:
1. Independent laboratory must make the selections of all random samples, provide transportation, and maintain chain of custody of all samples.
2. Must operate in compliance with Title 6.95.130 (B-F).
3. This license is only valid with an active license for the same activity, ownership, and location from the primary local licensing jurisdiction.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Medical Marijuana Cultivation Facility License CANNAVATIVE FARMS, LLC dba CANNAVATIVE FARMS, LLC at 14331 Lear Boulevard

---

OWNERSHIP:

THE CANNAVATIVE GROUP, LLC, Managing Member
Ross A. Kline, Manager
Thomas McKennie, Manager
Scott W. Wyre, MD., Manager
The McKennie Family Trust dated November 6, 2006, Class A Member
Thomas McKennie, Trustee
Margaret McKennie, Trustee
Scott W. Wyre, MD., Class A Member
Tracy DuFur, Class B Member
Theresa M. Gruppo, Class B Member
The Ross A. & Lisa M. Kline Family Trust dated July 29, 2006, Class B Member
Ross A. Kline, Trustee
Lisa M. Kline, Trustee
The McKennie Family Trust, Class B Member
Thomas McKennie, Trustee
Margaret McKennie, Trustee
Darik Volpa, Class B Member
Scott Wyre, MD., Class B Member
Dennis Cameron, Class B Member
Mitchell T. Woods, Class B Member
Marie E. Woods, Class B Member



Cannavative Farms, LLC
14331 Lear Boulevard,
Reno NV 89506

Legend

OUT OF 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, June 1, 2016

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Medical Marijuana Production Facility License CANNAVATIVE EXTRACTS, LLC dba CANNAVATIVE EXTRACTS, LLC at 14331 Lear Boulevard - Reno, Nevada

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Medical Marijuana Production Facility License.

RECOMMENDATION:
Recommend approval, subject to the following conditions:
1. Must operate in compliance with Title 6.95.150 and 6.95.120(G) all policies and regulations of the state regulating authority and of the Planning Department.
2. This license is only valid with an active license for the same activity, ownership, and location from the primary local licensing jurisdiction.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Medical Marijuana Production Facility License CANNAVATIVE EXTRACTS, LLC dba CANNAVATIVE EXTRACTS, LLC at 14331 Lear Boulevard

---

OWNERSHIP:

THE CANNAVATIVE GROUP, LLC, Managing Member
Ross A. Kline, Manager
Thomas McKennie, Manager
Scott W. Wyre, MD., Manager
The McKennie Family Trust dated November 6, 2006, Class A Member
Thomas McKennie, Trustee
Margaret McKennie, Trustee
Scott W. Wyre, MD., Class A Member
Tracy DuFur, Class B Member
Theresa M. Gruppo, Class B Member
The Ross A. & Lisa M. Kline Family Trust dated July 29, 2006, Class B Member
Ross A. Kline, Trustee
Lisa M. Kline, Trustee
The McKennie Family Trust, Class B Member
Thomas McKennie, Trustee
Margaret McKennie, Trustee
Darik Volpa, Class B Member
Scott Wyre, MD., Class B Member
Dennis Cameron, Class B Member
Mitchell T. Woods, Class B Member
Marie E. Woods, Class B Member



Cannavative Extracts, LLC
14331 Lear Boulevard,
Reno NV 89506

Legend

OUT OF 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, June 1, 2016

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Tavern License for a Change of Ownership FROM: BEANO'S CASINO, INC. TO: GOLDEN-PT'S PUB BEANO'S 62, LLC dba PT'S GOLD at 7200 West Lake Mead Boulevard - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Tavern License for a Change of Ownership.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

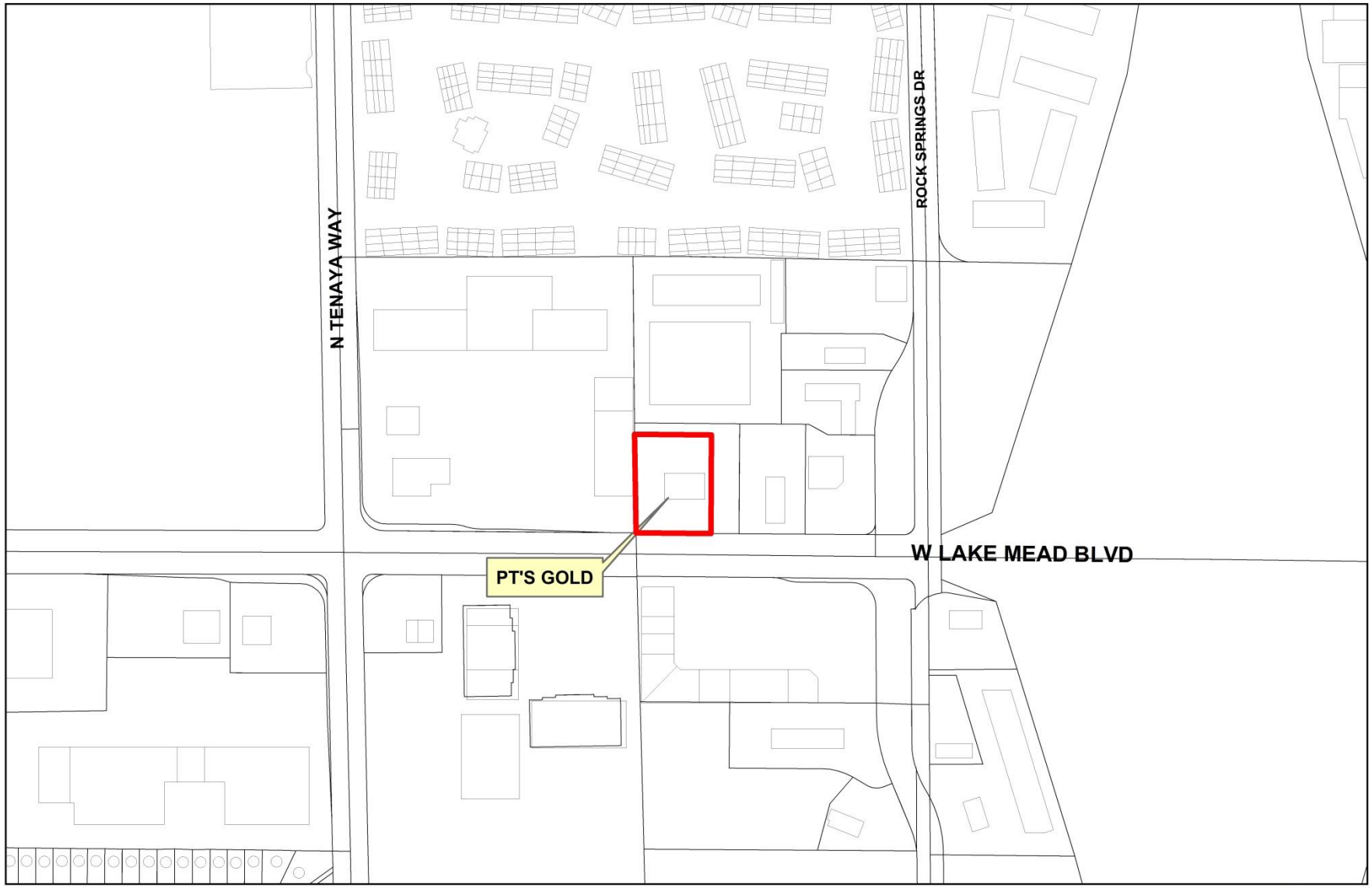
AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Tavern License for a Change of Ownership FROM: BEANO'S CASINO, INC. TO: GOLDEN-PT'S PUB BEANO'S 62, LLC dba PT'S GOLD at 7200 West Lake Mead Boulevard

---

OWNERSHIP:

SARTINI GAMING, LLC
Golden Route Operations, LLC, Managing Member
Golden Gaming, LLC, Managing Member
77 Golden Gaming, LLC, Member
Blake L. Sartini, Director, President
Matthew W. Flandermeyer, Director, Secretary, Treasurer
Golden Holdings, Inc., Member
Blake L. Sartini, Director, President
Matthew W. Flandermeyer, Director, Secretary, Treasurer
Stephen Arcana, Director
Golden Entertainment, Inc., Shareholder
Black L. Sartini, Chairman, CEO
Timothy J. Cope, Director, President, Treasurer
Stephen Arcana, EVP, COO
Matthew W. Flandermeyer, CFO
Lyle Arnold Berman, Director
Stephen J. Haberkorn, Shareholder
Cove Capital Management, Inc., Shareholder
PAR Capital Management, LLC, Shareholder
Nantahala Capital Management, LLC, Shareholder
Teton Advisors, Inc., Shareholder
Hotchkis & Wiley Capital Mgmt, LLC, Shareholder
The Vanguard Group, Inc., Shareholder



PT'S GOLD
7200 West Lake Mead 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: Tuesday, May 24, 2016

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Non-Restricted Gaming License SARTINI GAMING, LLC db at PT'S GOLD at 7200 West Lake Mead Boulevard - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Non-Restricted Gaming License for 33 slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

CITY OF LAS VEGAS NEVADA

City of Las Vegas

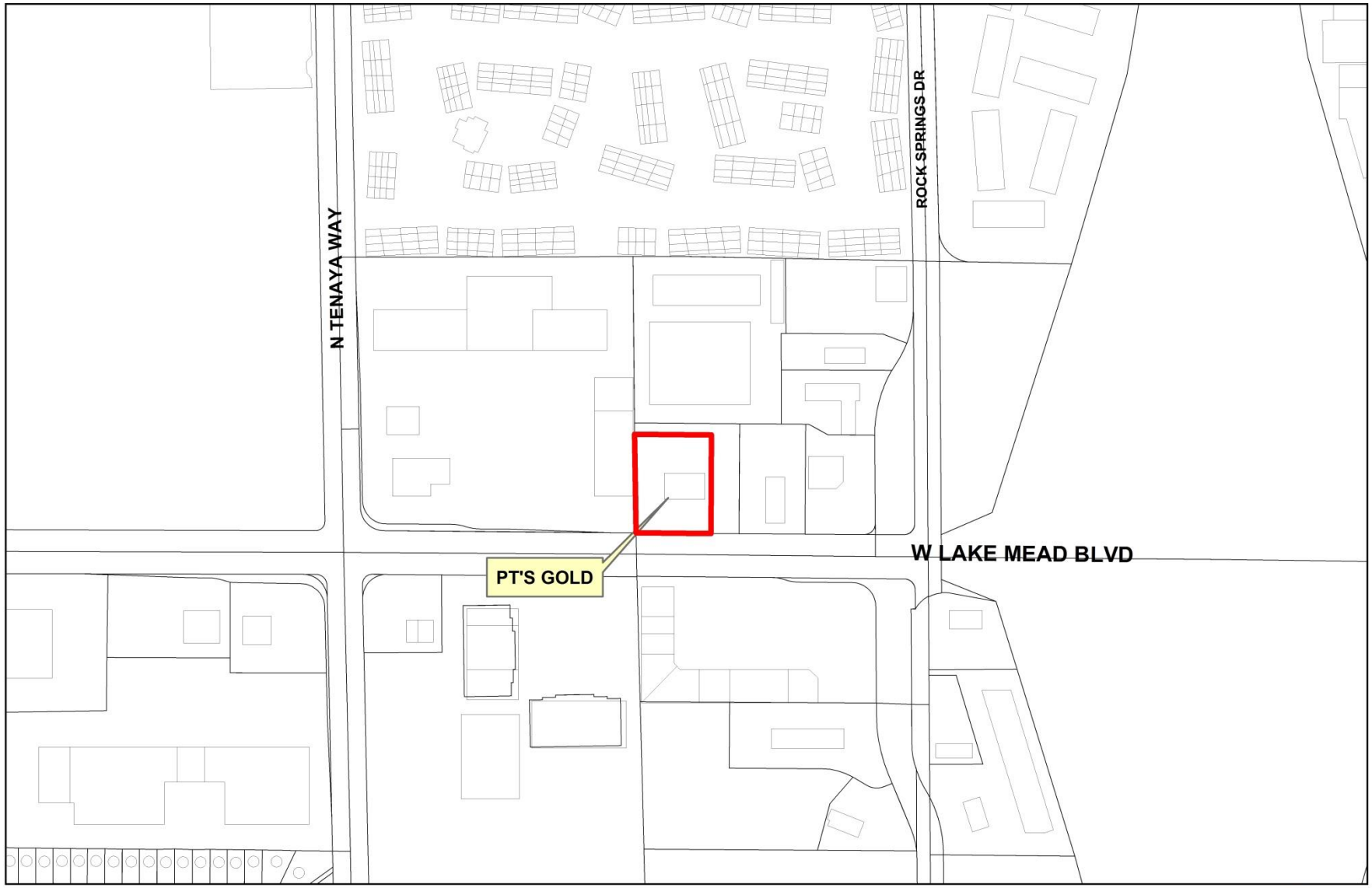
AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Non-Restricted Gaming License SARTINI GAMING, LLC db at PT'S GOLD at 7200 West Lake Mead Boulevard

---

OWNERSHIP:

SARTINI GAMING, LLC
Golden Route Operations, LLC, Managing Member
Golden Gaming, LLC, Managing Member
77 Golden Gaming, LLC, Member
Blake L. Sartini, Director, President
Matthew W. Flandermeyer, Director, Secretary, Treasurer
Golden Holdings, Inc., Member
Blake L. Sartini, Director, President
Matthew W. Flandermeyer, Director, Secretary, Treasurer
Stephen Arcana, Director
Golden Entertainment, Inc., Shareholder
Black L. Sartini, Chairman, CEO
Timothy J. Cope, Director, President, Treasurer
Stephen Arcana, EVP, COO
Matthew W. Flandermeyer, CFO
Lyle Arnold Berman, Director
Stephen J. Haberkorn, Shareholder
Cove Capital Management, Inc., Shareholder
PAR Capital Management, LLC, Shareholder
Nantahala Capital Management, LLC, Shareholder
Teton Advisors, Inc., Shareholder
Hotchkis & Wiley Capital Mgmt, LLC, Shareholder
The Vanguard Group, Inc., Shareholder



PT'S GOLD
7200 West Lake Mead 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: Tuesday, May 24, 2016

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Package Liquor License for N ELIAS, LLC dba VEGAS MARKET & LIQUOR at 861 North Nellis Boulevard, Suite #1 [Nada E. Hamika, Managing Member] - Ward 3 (Coffin)

Fiscal Impact

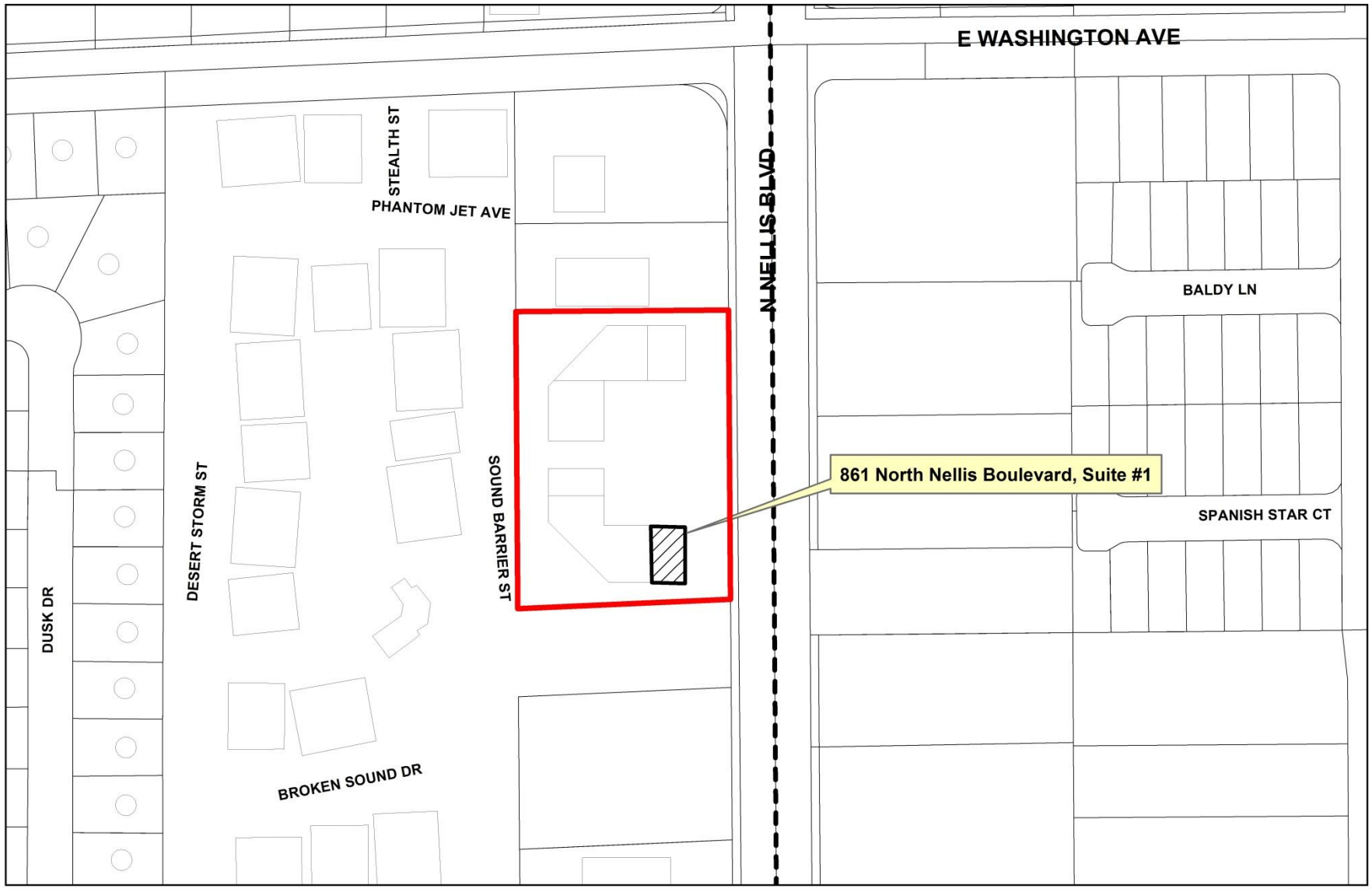
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
For possible action on a request for a Package Liquor License.

RECOMMENDATION:
Recommend approval subject to the following condition:

1. Business must be in compliance as a convenience store: A business that offers for sale prepackaged food products, household items and other commonly associated with those products and items, and maintain more than fifty-one percent (51%) of its retail floor area dedicated to such products and items, provided tan no more than ten percent (10%) of its retail floor area is devoted to alcoholic beverages.

BACKUP DOCUMENTATION:
Location Map



Vegas Market & Liquor
861 North Nellis 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: Tuesday, May 24, 2016

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Restricted Gaming License for N ELIAS, LLC dba VEGAS MARKET & LIQUOR at 861 North Nellis Boulevard, Suite #1 [Nada E. Hamika, Managing Member] - Ward 3 (Coffin)

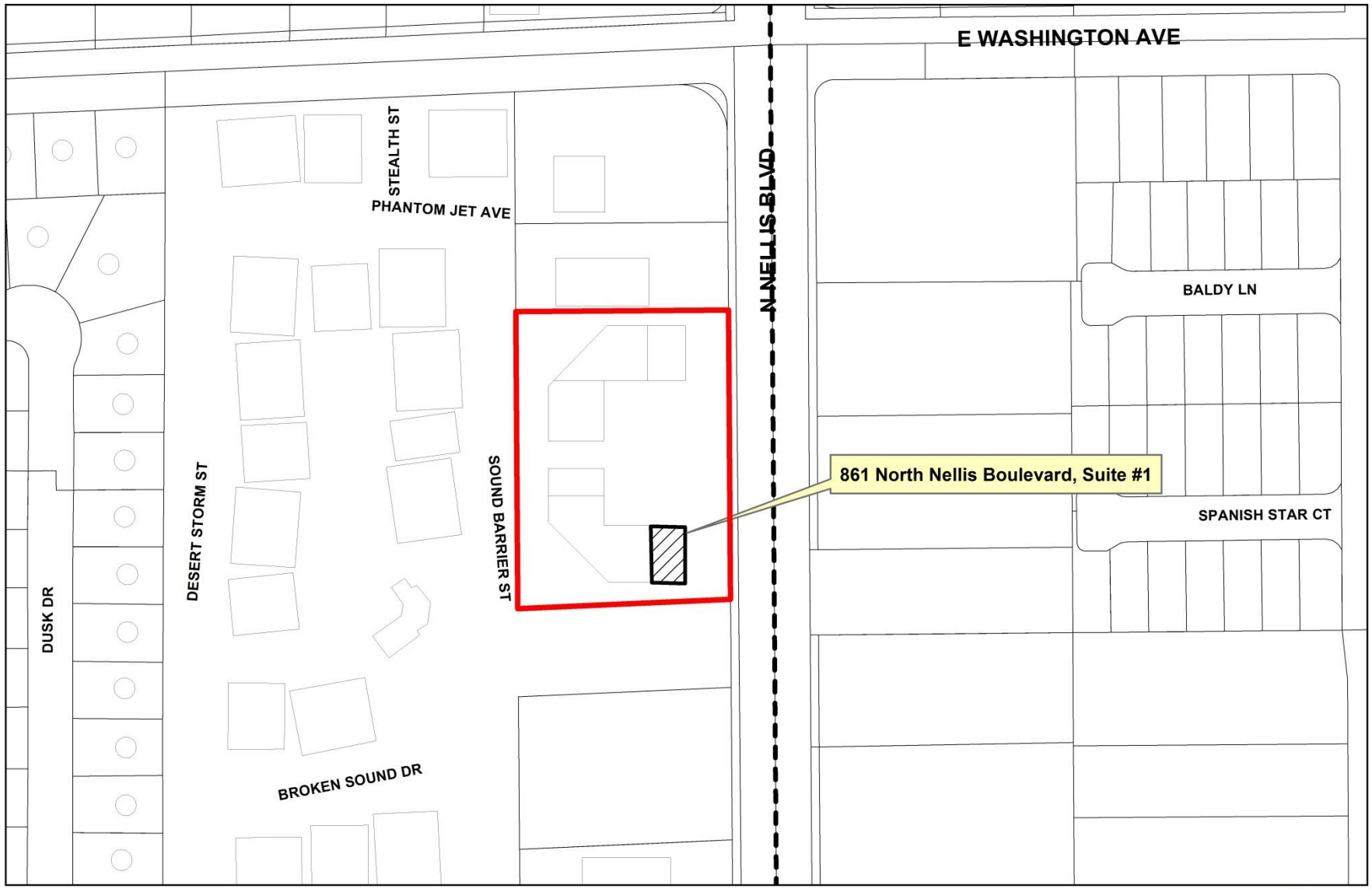
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Restricted Gaming License for 7 slots

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
Location Map



Vegas Market & Liquor
861 North Nellis 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: Tuesday, May 24, 2016

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Temporary Package Liquor License for a Change of Ownership FROM: KSH ENTERPRISES, INC. TO: VBNA ENTERPRISES, LLC dba ALL STAR MINI MART at 2339 North Jones Boulevard [Ayad Mansoor, Managing Member] - Ward 5 (Barlow)

Fiscal Impact

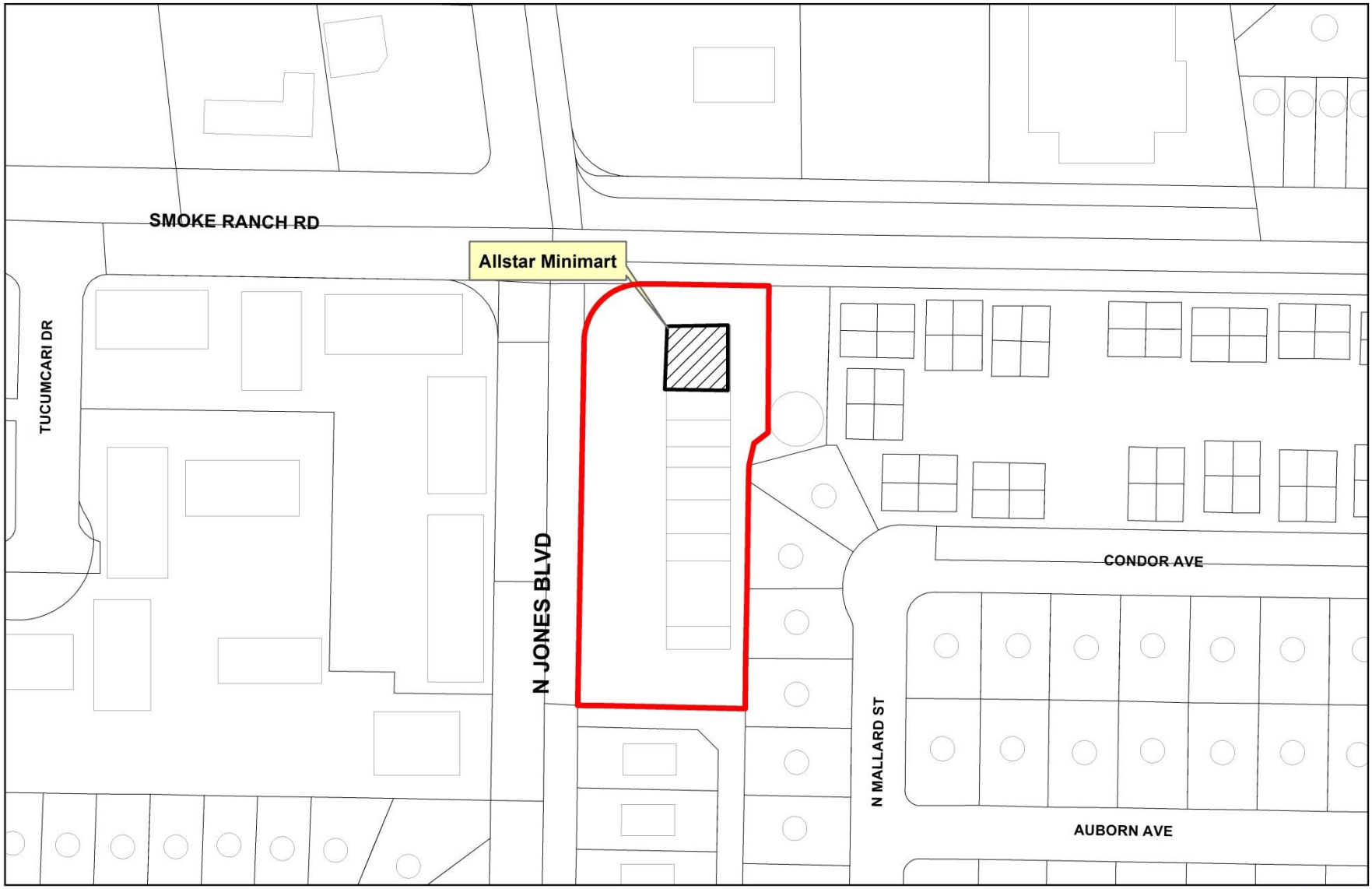
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
For possible action on a request for a Temporary Package Liquor License for a Change of Ownership.

RECOMMENDATION:
Recommend approval of a Temporary Package Liquor License for a Change of Ownership with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report and subject to the following condition:

1. Business must be in compliance as a convenience store: A business that offers for sale prepackaged food products, household items and other commonly associated with those products and items, and maintain more than fifty-one percent (51%) of its retail floor area dedicated to such products and items, provided tan no more than ten percent (10%) of its retail floor area is devoted to alcoholic beverages.

BACKUP DOCUMENTATION:
Location Map



All Star Mini-Mart
2339 North Jones Boulevard
Ward 3

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Wednesday, May 25, 2016

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License MILTON RESTAURANT GROUP, LLC dba WINGSTOP at 903 South Rainbow Boulevard - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Temporary Beer/Wine/Cooler On-Sale License.

RECOMMENDATION:
Recommend approval of a 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: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Temporary Beer/Wine/Cooler On-Sale License MILTON RESTAURANT GROUP, LLC dba WINGSTOP at 903 South Rainbow Boulevard

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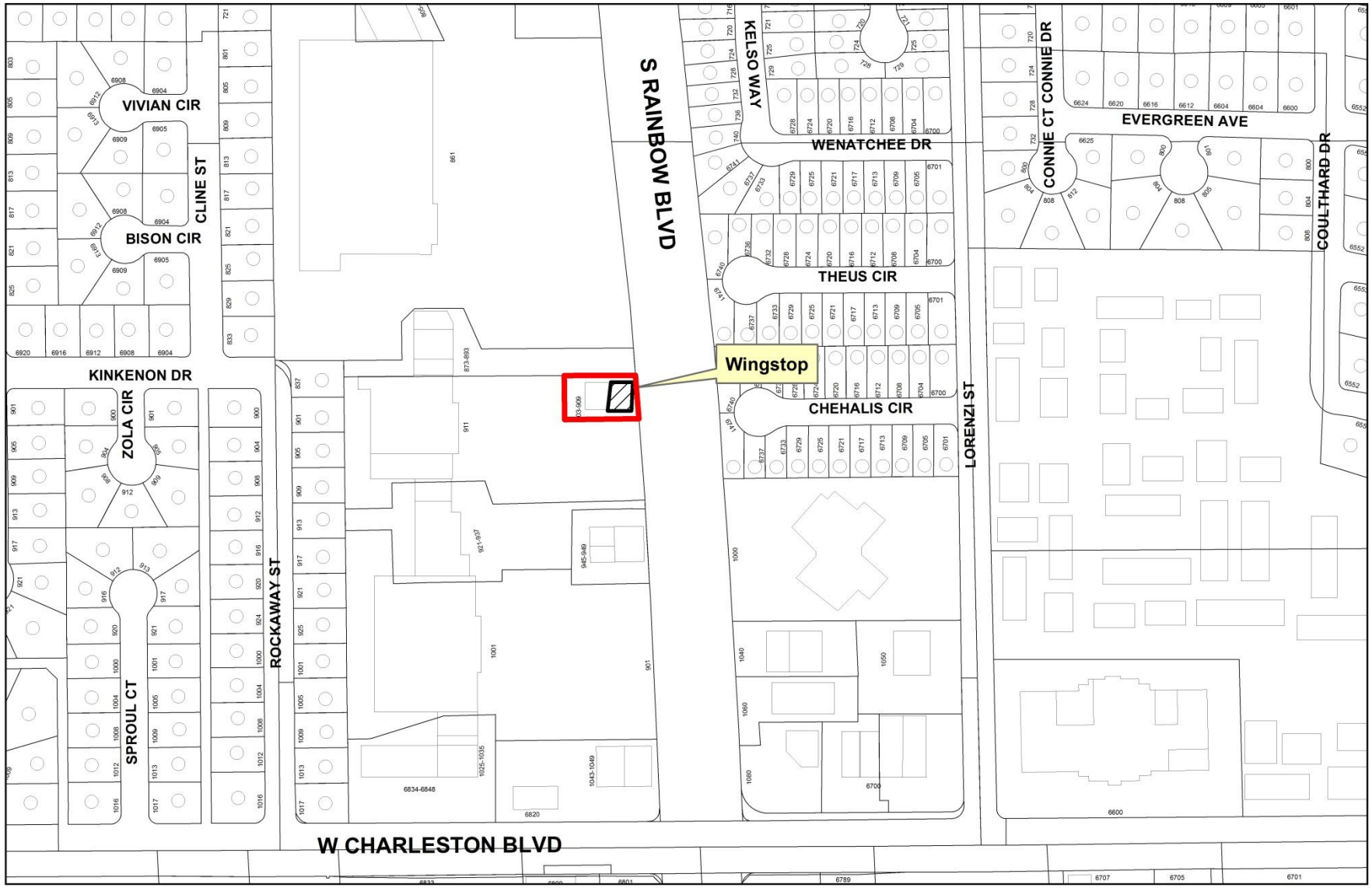
OWNERSHIP:

MILTON RESTAURANT GROUP, LLC

Daniel Sonenshine, Manager
Jacob Sonenshine, Manager
Ygal Sonenshine, Manager
The Daniel and Kerri Sonenshine Family Trust, Member
Daniel Andrew Sonenshine, Co-Trustee
Kerri Sonenshine, Co-Trustee
The Jacob and Allyson Sonenshine Family Trust, Member
Jacob Sonenshine, Co-Trustee
Allyson Sonenshine, Co-Trustee
The Ygal and Sheila Sonenshine Family Trust, Member
Ygal Sonenshine, Co-Trustee
Sheila Sonenshine, Co-Trustee



Wingstop
903 South Rainbow Boulevard
Ward 1

Legend

CITY LIMITS

SUBJECT PROPERTY

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, May 24, 2016

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Beer/Wine/Cooler Off-Sale License SF MARKETS LLC dba SPROUTS FARMERS MARKET at 7530 West Lake Mead Boulevard, Suite #120 – Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Beer/Wine/Cooler Off-Sale License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

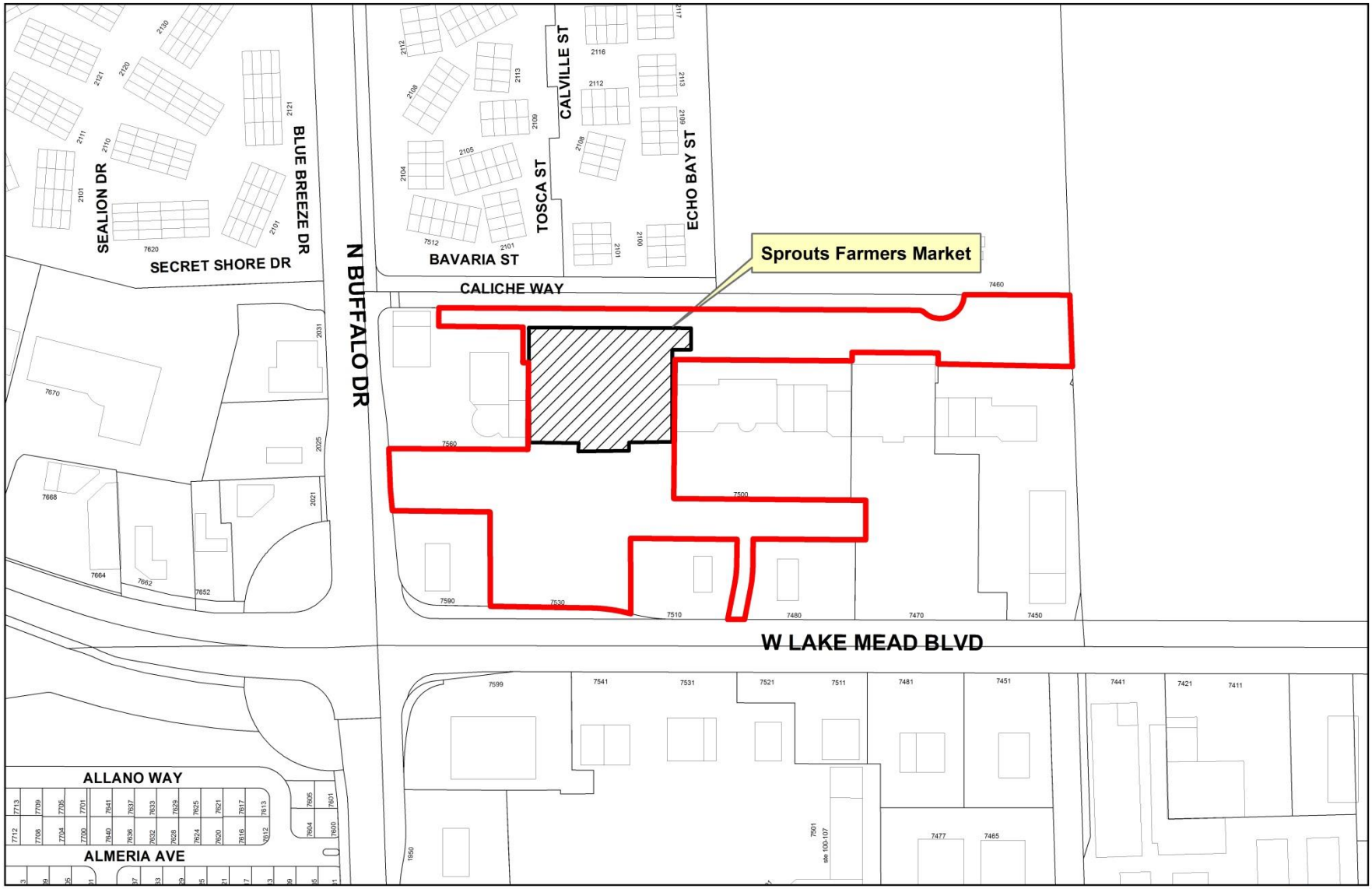
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Beer/Wine/Cooler Off-Sale License SF MARKETS LLC dba SPROUTS FARMERS MARKET at 7530 West Lake Mead Boulevard, Suite #120

OWNERSHIP:

SF MARKETS, LLC
Sprouts Farmers Market Holdings, LLC, Managing Member
James D. Nielsen, President
Amin N. Maredia, Treasurer
Brandon F. Lombardi, Secretary
Sprouts Farmers Market, Inc. (Publicly traded), Member
James D. Nielsen, President
Amin N. Maredia, Treasurer
Brandon F. Lombardi, Secretary



Sprouts Farmers Market
7530 West Lake Boulevard, Suite #120
Ward 4

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: Tuesday, May 31, 2016

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Temporary Beer/Wine/Cooler Off-Sale License BEATRIZ ADRIANA HERRERA dba 702 MART at 1468 East Charleston Boulevard [Beatriz Adriana Herrera, Owner] - Ward 3 (Coffin)

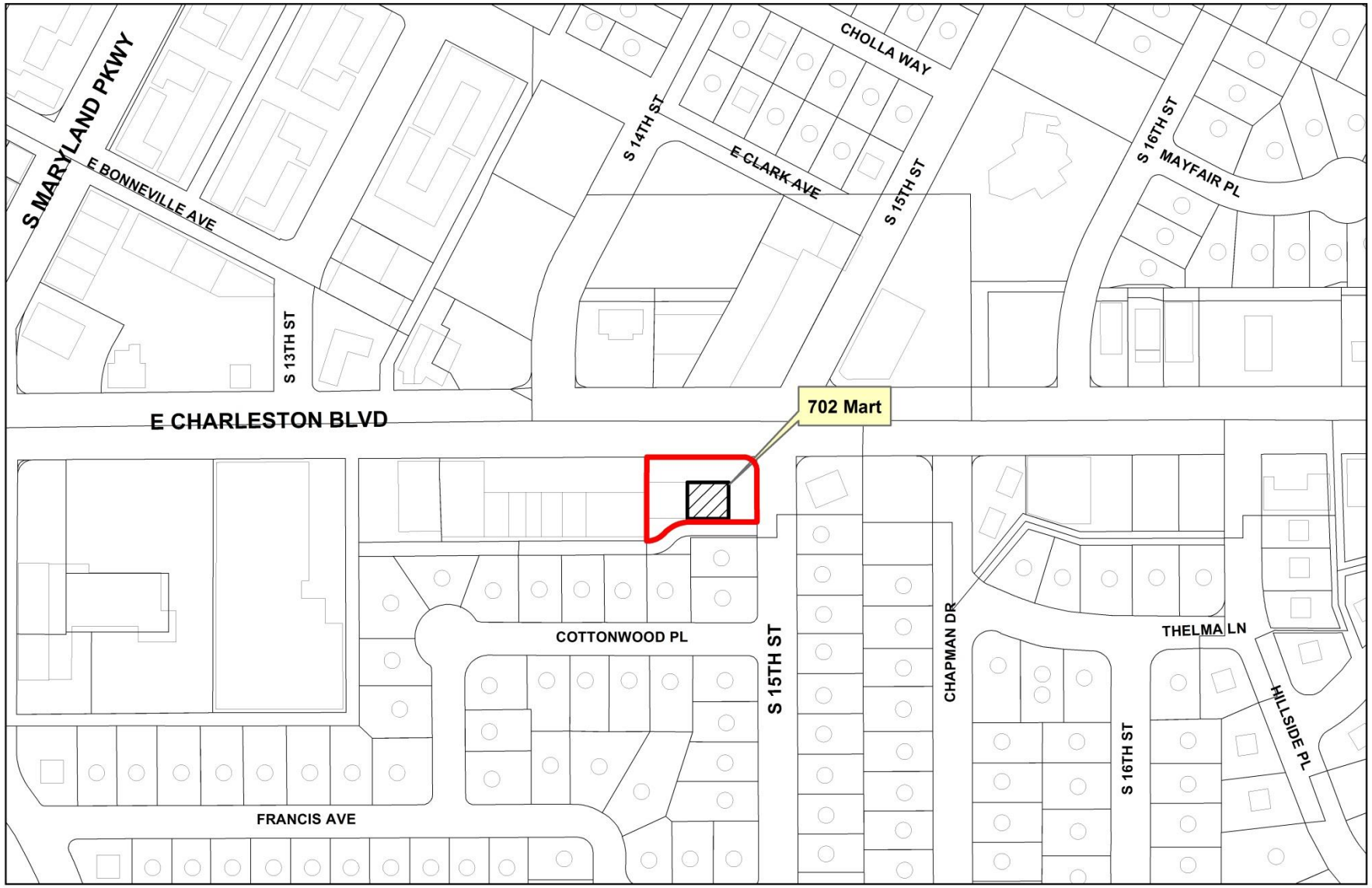
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Temporary Beer/Wine/Cooler Off-Sale License.

RECOMMENDATION:
Recommend approval of a Temporary Beer/Wine/Cooler Off-Sale License with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
Location Map



702 Mart
1468 East Charleston Boulevard
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: Monday, May 23, 2016

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: CHAI BHEN, LLC TO: KAF INVESTMENTS, INC. dba DESERT FOOD MART at 6100 West Charleston Boulevard [Amir Karimabadi, President, Secretary, Treasurer, Director] - Ward 1 (Tarkanian)

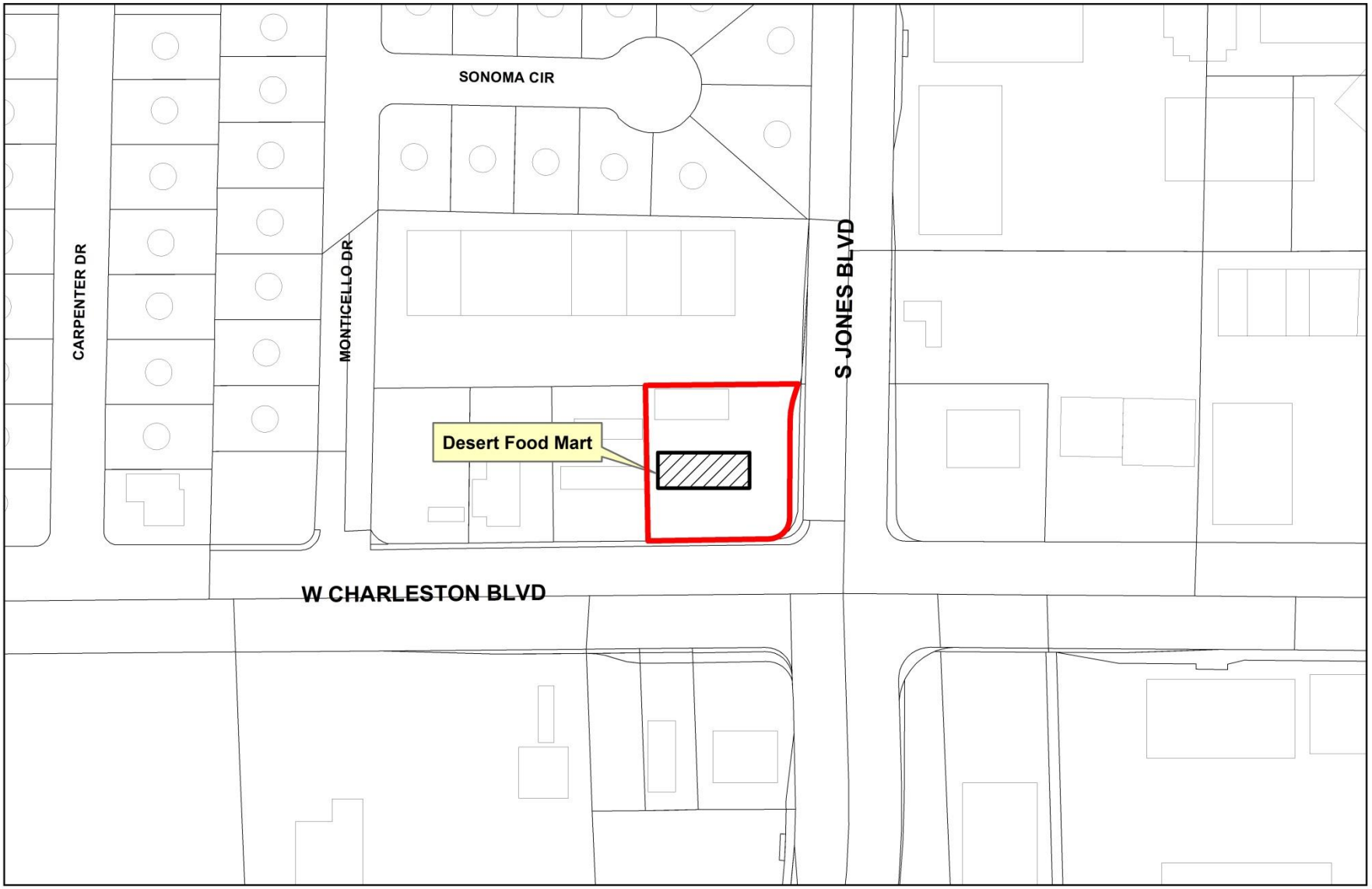
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership.

RECOMMENDATION:
Recommend approval of a Temporary Beer/Wine/Cooler Off-Sale License for a Change of ownership with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
Location Map



Desert Food Mart
6100 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: Tuesday, May 24, 2016

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: 7 ELEVEN OF NEVADA, INC. TO: BABAS, INC. dba 7-ELEVEN STORE #22416G at 901 North Rancho Drive - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:

For possible action on a request for a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership.

RECOMMENDATION:

Recommend approval of a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership 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: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: 7 ELEVEN OF NEVADA, INC. TO: BABAS, INC. dba 7-ELEVEN STORE #22416G at 901 North Rancho Drive

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OWNERSHIP:

BABAS, INC.
Ranjit Dhillon, President, Treasurer, Director
Gurjeet Dhillon, Secretary, Director



7-Eleven Store #22416G
901 North Rancho Drive
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, May 23, 2016

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Restaurant with Alcohol License for a Change of Ownership FROM: MADE LV, LLC TO: PKWY SUMMERLIN, LLC dba PKWY RAMPART at 450 South Rampart Boulevard, Suite #120 [Jonathan Fine, Managing Member] - Ward 2 (Beers)

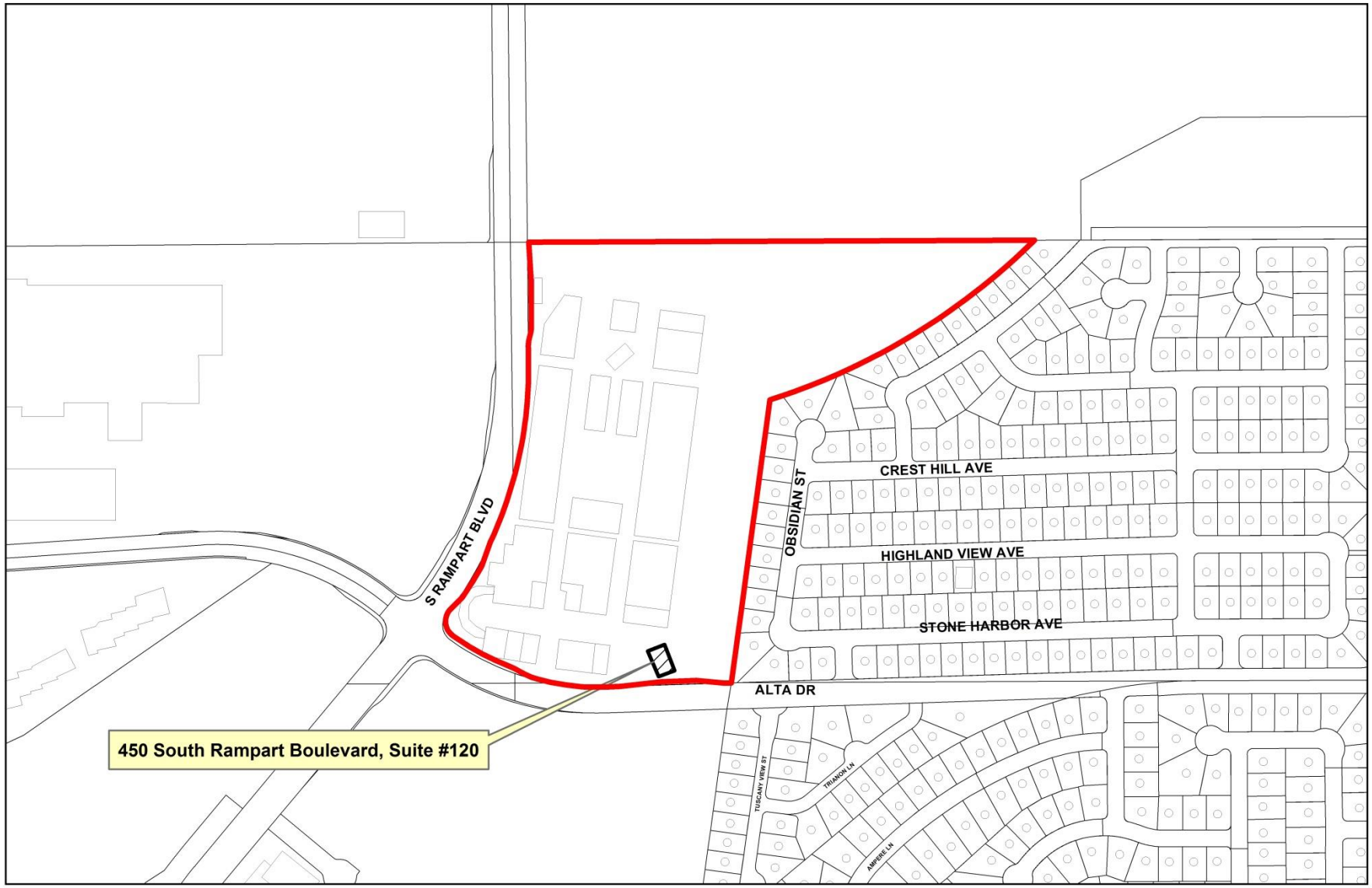
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Restaurant with Alcohol License for a Change of Ownership.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
Location Map



PKWY Rampart
450 South Rampart Boulevard, #120
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: Tuesday, May 24, 2016

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Temporary Restaurant Service Bar License for a Change of Ownership FROM: INTELLISCAPES CONSULTING, LLC TO: CAFÉ LEONE, LLC dba LEONE CAFÉ at 445 South Rampart Boulevard, Suite #165 - Ward 2 (Beers)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Temporary Restaurant Service Bar License for a Change of Ownership.

RECOMMENDATION:
Recommend approval of a Temporary Service Bar License for a Change of Ownership 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

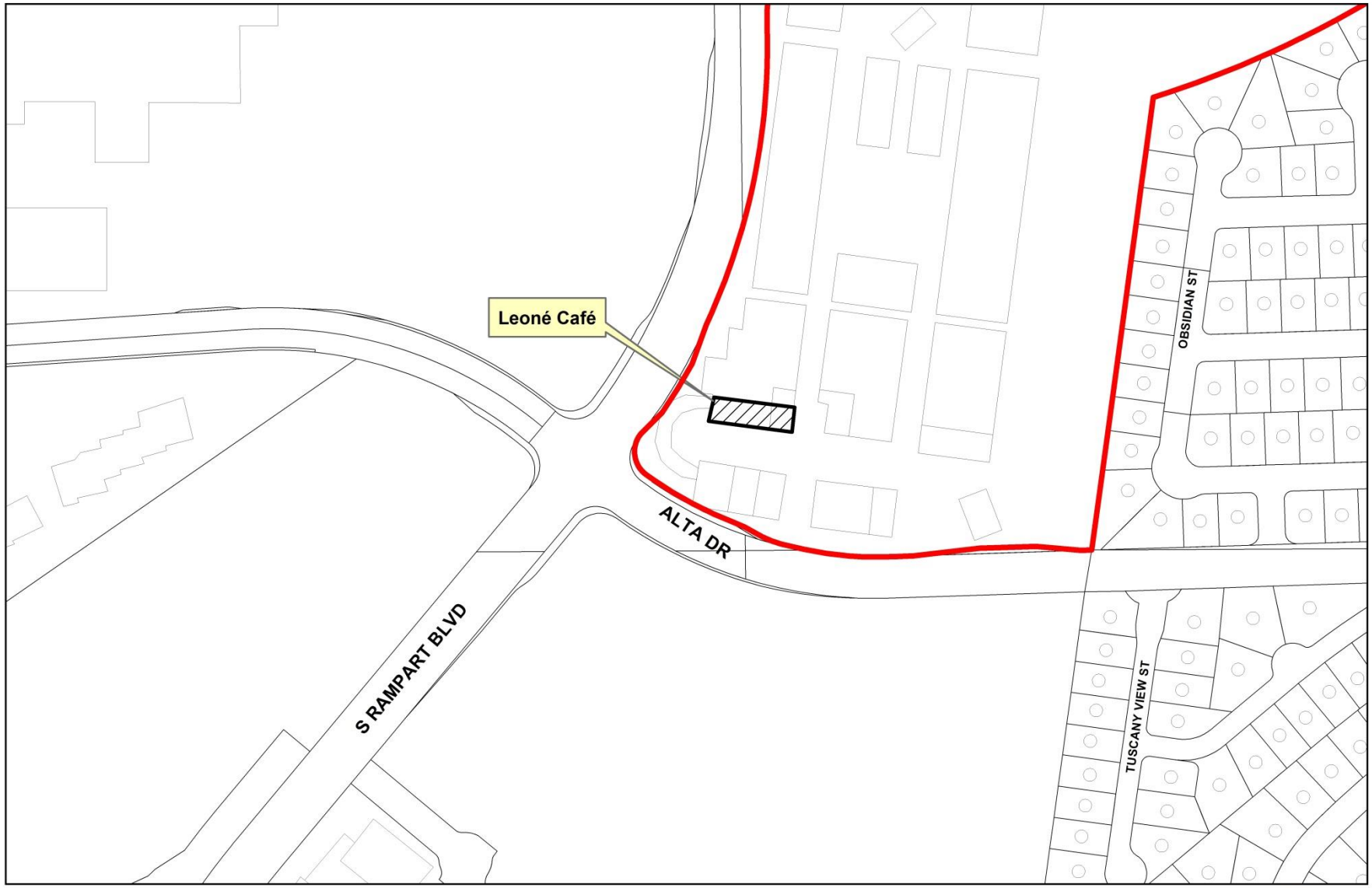
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Temporary Restaurant Service Bar License for a Change of Ownership FROM: INTELLISCAPES CONSULTING, LLC TO: CAFÉ LEONE, LLC dba LEONE CAFÉ at 445 South Rampart Boulevard, Suite #165

OWNERSHIP:

CAFÉ LEONE, LLC
- Vickie DeHart, Manager
- Yohan Lowie, Manager
- YLPVD Coffee, LLC, Member
  - Y.M.L. Construction Family Limited Partnership, Member
    - Yohan Lowie, General Partner
    - Merav Lowie, Limited Partner
    - Yoseph Lowie, Limited Partner
    - Matan Lowie, Limited Partner
    - Talia Lowie, Limited Partner
    - Ellah Lowie, Limited Partner
  - P.V.D. Construction Family Limited Partnership, Member
    - Paul DeHart, General Partner
    - Vickie DeHart, General Partner
    - Summer Rae (DeHart) Davies, Limited Partner
    - Joseph Dalton DeHart, Limited Partner



Leoné Café
445 South Rampart Boulevard, Suite #165
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: Thursday, June 02, 2016

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

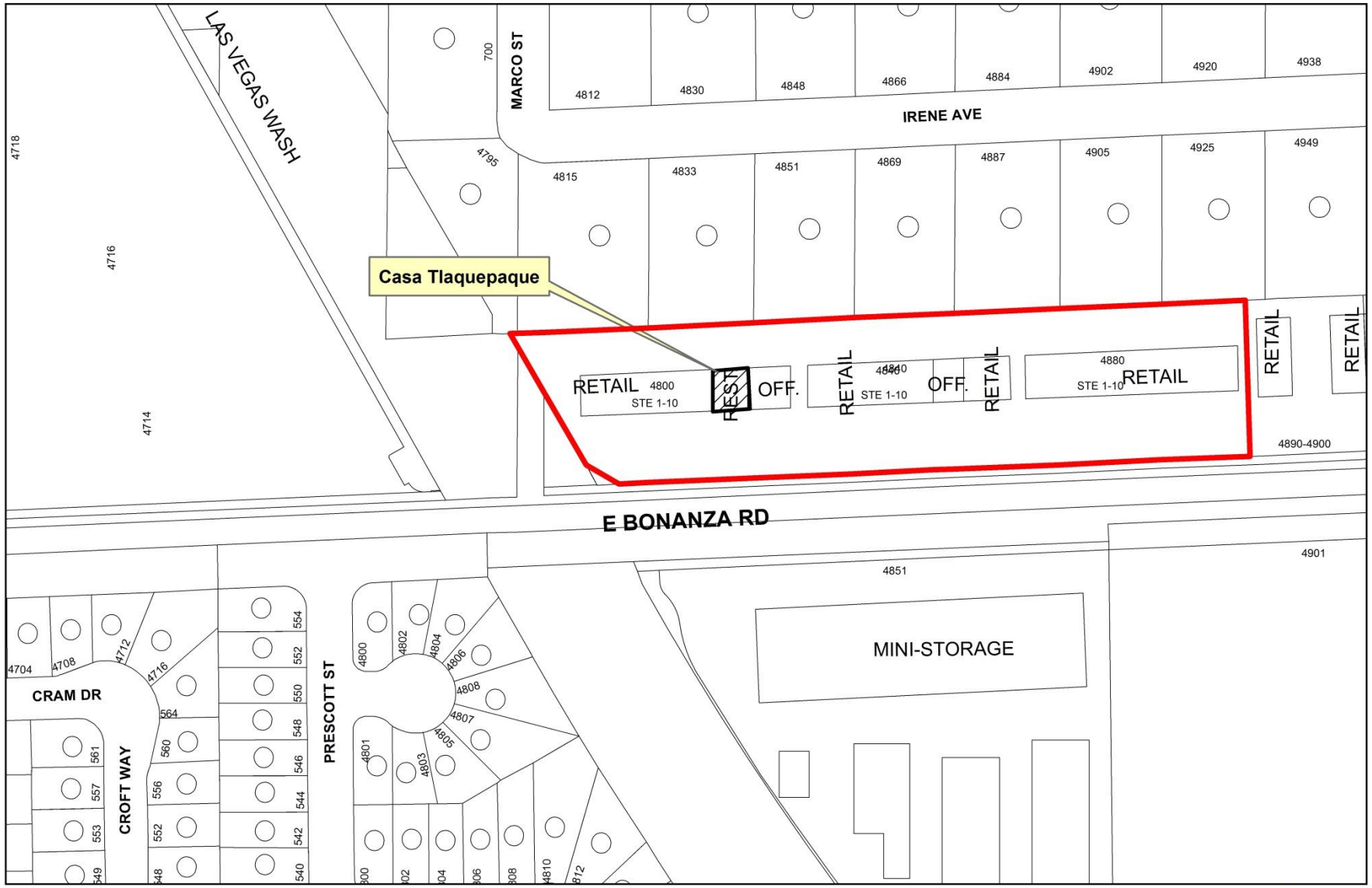
SUBJECT:
For possible action to approve a Restaurant Service Bar License CASA TLAQUEPAQUE, LLC dba CASA TLAQUEPAQUE at 4800 East Bonanza Road, Suite #8 [Maricarmen Soria, Managing Member] - Ward 3 (Coffin)

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

PURPOSE/BACKGROUND:
For possible action on a request for a Restaurant Service Bar License.

RECOMMENDATION:
Recommend approval, subject to the following conditions:
1. May not be sold or transferred to a third party, which includes any change of ownership or change of principal.
2. May not be transferred to a new location unless the location is approved in accordance with the requirements of Title 19, and the license holder remains the same.

BACKUP DOCUMENTATION:
Location Map



Casa Tlaquepaque
4800 East Bonanza Road, Suite #8
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: Monday, May 23, 2016

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Temporary Restaurant Service Bar License RAPSALICIOUS LV, LLC dba CUTTING BOARD at 2131 Rock Springs Drive [Tiffany Le, Managing Member] - Ward 1 (Tarkanian)

Fiscal Impact

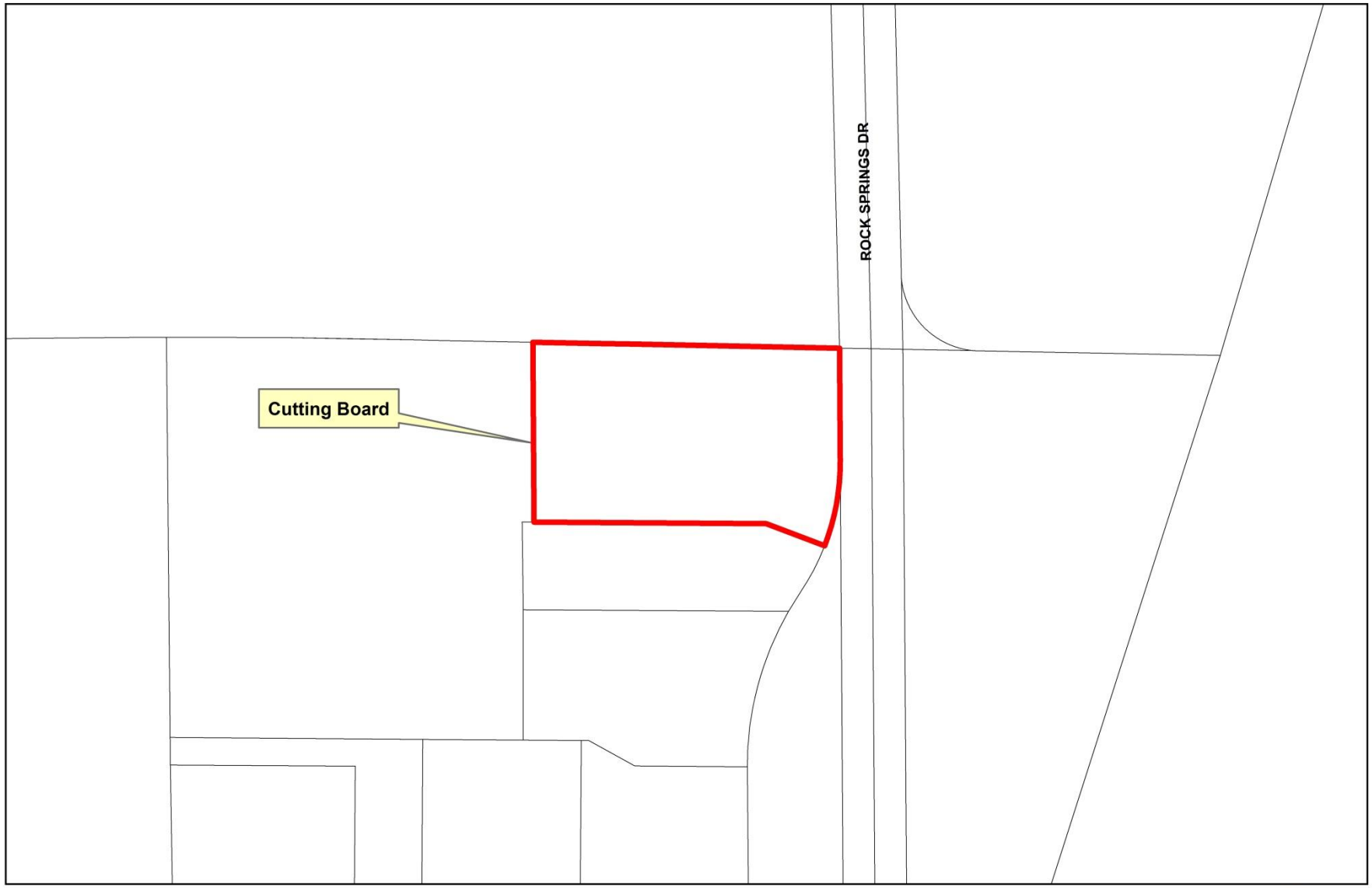
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
For possible action on a request for a Temporary Restaurant Service Bar License.

RECOMMENDATION:
Recommend approval of a Temporary Restaurant Service Bar 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 conditions:

1. May not be sold or transferred to a third party, which includes any change of ownership or change of principal.
2. May not be transferred to a new location unless the location is approved in accordance with the requirements of Title 19, and the license holder remains the same.

BACKUP DOCUMENTATION:
Location Map



Cutting Board
2131 Rock Springs Drive
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: Tuesday, April 12, 2016

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Massage Establishment License CA$INO'SSAGE dba CASINO'SSAGE, INC. at 4760 South Pecos Road, Suite #208 - Clark County, Nevada

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action on a request for a Massage Establishment License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

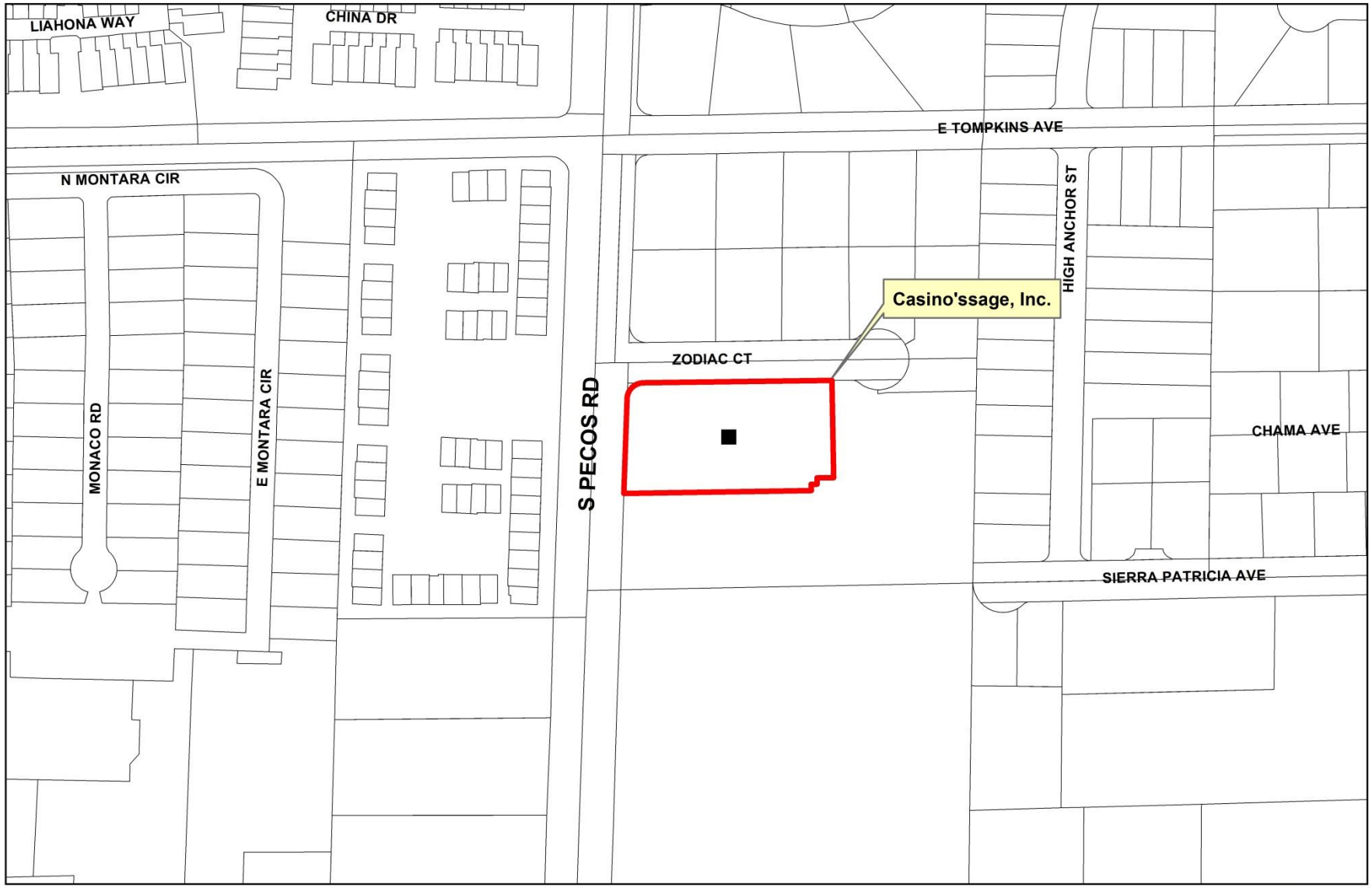
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Massage Establishment License CA$INO'SSAGE dba CASINO'SSAGE, INC. at 4760 South Pecos Road, Suite #208

OWNERSHIP:

CA$INO'SSAGE
Lindsey Iwanoff-Gomolak, Secretary, Director
Jennifer Lutsi, President, Treasurer



Casino'ssage, Inc.
4760 South Pecos Road, Suite #208
Clark County

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: Tuesday, May 24, 2016

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Appeal of a Work Card Denial for Jose De Jesus Cabral db at Soho Sushiburrito, 2600 West Sahara Avenue, Suite #115 - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve an Appeal of a Work Card Denial for Jose De Jesus Cabral.

RECOMMENDATION:
Recommend approval, subject to the following condition:
1. Recommend approval of a site specific, work card with a one year review.

BACKUP DOCUMENTATION:
1. Affidavit of Support
2. Location Map

CITY OF LAS VEGAS NEVADA

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) 386-9108
E-mail us at license@lasvegasnevada.gov

AFFIDAVIT OF SUPPORT FOR WORK CARD APPEALS

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.

AFFIDAVIT:

I, Chien Yu Lee (Employer Name) being first duly sworn, deposed and state:

I am the employer of Jose de Jesus Cabral (Employee's Name) at Sato Sushiburrito (Business Name)

located at 2600 W. Sahara Ave. #115 Las Vegas NV 89102 (Business Address), P64-00066 (License Number)

The above referenced employee has applied for the position of Manager / Bartender

☒ I have reviewed the LVMPD report of this employee dated 5-23-16 (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.

Comments:

Chien Yu Lee
Affiant's Printed Name

Affiant's Signature

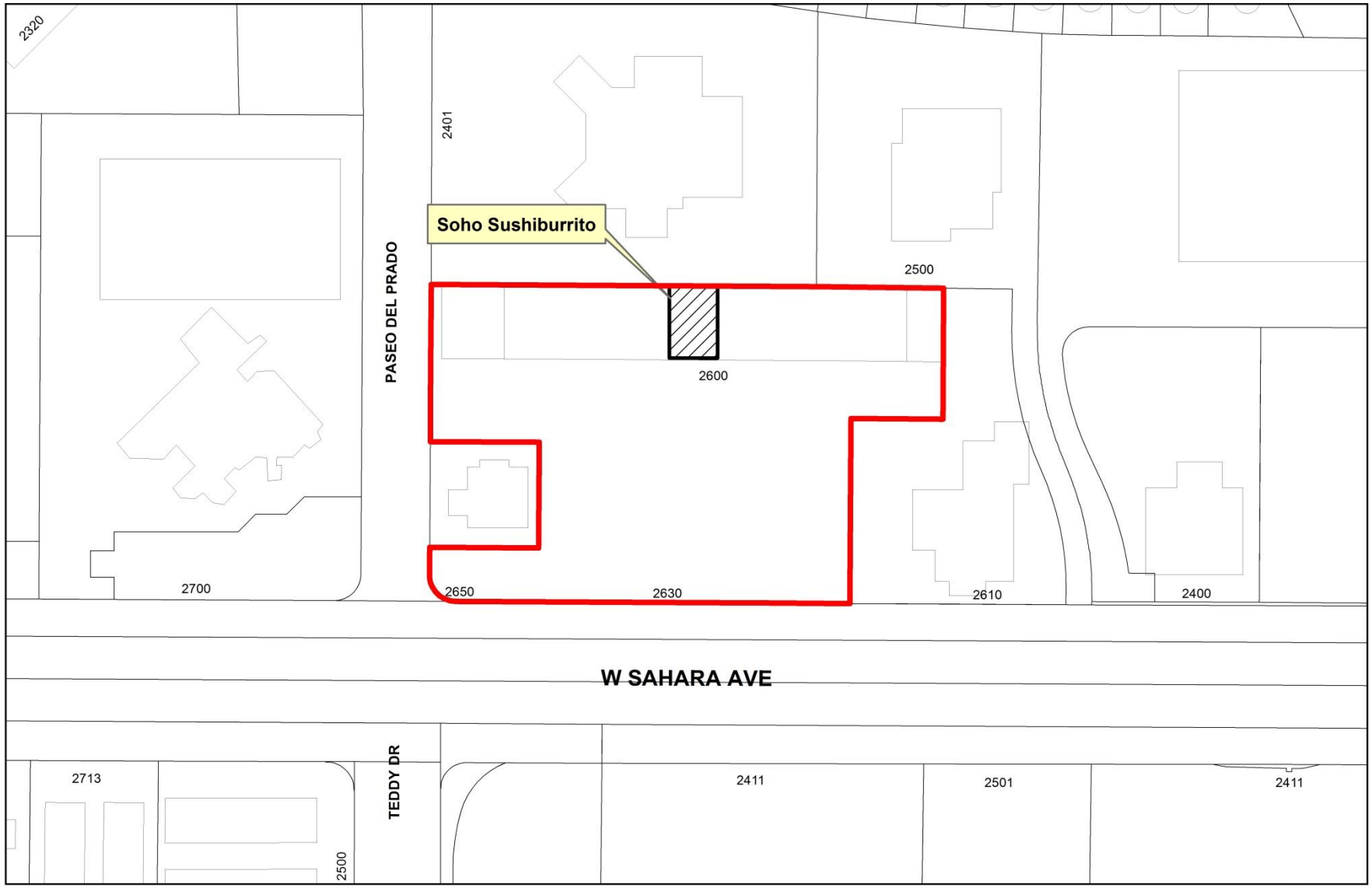
SUBSCRIBED AND SWORN TO before me

This _____ day of _____, 20_____

NOTARY PUBLIC

RECEIVED
MAY 23 2016
CLV - Bus. Licensing

OR, Business License official signature: Christo Vitto



Soho Sushiburrito
2600 West Sahara Avenue, Suite #115
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: Tuesday, May 24, 2016

City of Las Vegas

Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
RESOLUTIONS:

R-26-2016 - For possible action to approve a Resolution affirming the City's commitment to diversity and an open and inclusive community - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas has a long history of leadership in terms of inclusion, characterized by its employee benefits, hiring practices and award-winning adaptive recreation program. Las Vegas recently earned a 100 point ranking from the Human Rights Campaign on its Municipal Equality Index Score that recognized the City's accomplishments. The Council is asked to support the resolution acknowledging the City's commitment to diversity and an open and inclusive community for our citizens, visitors and businesses.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-26-2016

R-26-2016

RESOLUTION AFFIRMING THE CITY COUNCIL'S COMMITMENT TO DIVERSITY AND AN OPEN AND INCLUSIVE COMMUNITY

WHEREAS, the City of Las Vegas ("Las Vegas") is committed to fostering, cultivating and preserving a culture of diversity and inclusion; and

WHEREAS, Las Vegas is widely known for its cultural diversity and hospitality to all people and welcomes all citizens, visitors and businesses that come here to live, visit or do business; and

WHEREAS, Las Vegas has a long history of leadership in terms of inclusion, characterized by its award-winning adaptive recreation program and, as further described below, the benefits, programs and policies applicable to its employees; and

WHEREAS, Las Vegas believes in the essential worth and dignity of every human being, promotes fair and impartial treatment of all citizens, and encourages kindness, compassion, understanding and cooperation among all people; and

WHEREAS, Las Vegas seeks to promote greater civility and understanding of collective differences and similarities, and is proud of the richness that it brings to the community and citizens; and

WHEREAS, in recognition of the foregoing, Las Vegas earned a 100 point ranking from the Human Rights Campaign, the highest score possible in its 2015 Municipal Equality Index Scorecard when the average city score nationwide was 56 points, with an average score of 73 points among Nevada cities that were rated; and

WHEREAS, Las Vegas' ranking by the Human Rights Campaign was based upon earning high scores on the following factors:

- Non-Discrimination Laws concerning employment, housing and public accommodations.
- Municipality as Employer, which relates to non-discrimination in city employment, the offering of transgender-inclusive healthcare benefits and established city contractor non-discrimination ordinances.
- Law Enforcement, taking into account the existence of a LGBT Police Liaison/task force and the reporting of hate crime statistics to the FBI.

- Relationship with the LGBT Community, noting that the City's leadership has taken a public position on LGBT equality.

WHEREAS, as an employer, Las Vegas:

- Recognizes that human capital is its most valuable asset.
- Recognizes that the collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that its employees invest in their work represents a significant part of not only the culture of Las Vegas, but its reputation and achievement as well.
- Embraces and encourages its employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, social-economic status, veteran status, and other characteristics that make its employees unique.
- Is known for its diversity initiatives that include without limitation its practices and policies on recruitment and selection; compensation and benefits; professional development and training, promotions; transfers; social and recreational programs; layoffs, terminations; organizational health and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces the following with respect to its employees:
  - ❖ Respectful communication and cooperation between all employees.
  - ❖ To act with excellence, and to continuously improve and accomplish goals through ACHIEVEMENT.
  - ❖ To act with confidence and encourage as by trying new things, taking risks and having fun through CREATIVITY.
  - ❖ To act collaboratively by combining individual strengths and uniting around common goals through TEAMWORK.
  - ❖ To act with truthfulness and transparency through INTEGRITY.
  - ❖ To act with personal pride and accountability through OWNERSHIP.

- ❖ To act NOW and always.
- ❖ Work/life balance through flexible work schedules to accommodate employees' varying needs.
- ❖ Employer and employee contributions to the communities served to promote a greater understanding and respect for diversity.

- Provides that its employees have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other Las Vegas sponsored and participative events.
- Provides that employees who believe they have been subjected to any kind of discrimination that conflicts with Las Vegas diversity policy and initiatives should seek assistance from a supervisor or Human Resource representative.

NOW, THEREFORE, BASED ON THE FOREGOING, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to affirm the City's commitment to diversity and an open and inclusive community that welcomes and is accepting of all individuals.

PASSED, ADOPTED AND APPROVED this _____day of _____, 2016.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM

Val Steed 6-1-16
Val Steed, Date
Deputy City Attorney

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
RESOLUTIONS:

R-27-2016 - For possible action to approve a Resolution to Augment the City of Las Vegas Fiscal Year 2016 General Fund Budget in the amount of $9,100,000

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $9,100,000
Funding Source: General Fund
Dept./Division: Finance

PURPOSE/BACKGROUND:
Augment the Fiscal Year 2016 General Fund Budget in the amount of $9,100,000

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-27-2016 and Exhibit A

RESOLUTION NO. ~~R-27-2016~~

RESOLUTION TO AUGMENT AND AMEND THE FISCAL YEAR 2016 GENERAL FUND BUDGET OF THE CITY OF LAS VEGAS

WHEREAS, the resources of the General Fund are now determined to be $629,740,667 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from an increase in Revenues and in Beginning Fund Balance in the Fiscal Year 2016 Budget for the General Fund of the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting and amending the Fiscal Year 2016 Budget for the purpose of effecting an increase in appropriations and transfers between functions to provide for expenditures unplanned in the original budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 15th day of June, 2016, that the Fiscal Year 2016 Budget for the General Fund be increased from $520,908,909 to $530,008,909; and

BE IT FURTHER RESOLVED that additional expenditures totaling $9,100,000, as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation and amendment as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

THE FOREGOING RESOLUTION was approved this day of_____, 2016.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM

Val Steed 6-1-16
Val Steed, Date
Deputy City Attorney

EXHIBIT A

CITY OF LAS VEGAS
FISCAL YEAR 2016
BUDGET AUGMENTATION AND TRANSFER OF APPROPRIATIONS
GENERAL FUND

	Current Budget	Adjustment	Amended Budget
REVENUES			
Taxes	$ 87,537,500	$	$ 87,537,500
Licenses & Permits	86,841,939		86,841,939
Intergovernmental Revenues	278,298,216		278,298,216
Charges for Services	40,914,062		40,914,062
Fines & Forfeits	15,069,121		15,069,121
Miscellaneous	3,231,001		3,231,001
Transfers In	10,020,000		10,020,000
Beginning Fund Balance	98,728,828	9,100,000	107,828,828
Total Resources	$ 620,640,667	$ 9,100,000	$ 629,740,667
EXPENDITURES			
General Government	$ 59,275,545	$	$ 59,275,545
Judicial	27,189,337		27,189,337
Public Safety	347,985,505		347,985,505
Public Works	11,587,254		11,587,254
Health	4,661,783		4,661,783
Culture & Recreation	46,216,895		46,216,895
Economic Development & Assistance	4,892,590		4,892,590
Operating Transfers Out	19,100,000	9,100,000	28,200,000
Total Expenses & Other Uses	$ 520,908,909	$ 9,100,000	$ 530,008,909

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
RESOLUTIONS:

R-28-2016 - For possible action to approve a Resolution to Augment six City of Las Vegas funds for the Fiscal Year 2016: Fremont Street Room Tax Special Revenue Fund (SRF) in the amount of $75,000; Municipal Golf Course Enterprise Fund (EF) in the amount of $120,000; Municipal Parking Enterprise Fund (EF) in the amount of $500,000; Fire Communication Internal Service Fund (ISF) in the amount of $110,000; Print Media Internal Service Fund (ISF) in the amount of $760,000; and Employee Benefit Internal Service Fund (ISF) in the amount of $6,800,000

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $8,365,000
Funding Source: Multiple Funding Sources; Refer to SUBJECT
Dept./Division: Finance

PURPOSE/BACKGROUND:
An augmentation of appropriations is necessary to give the legal authorization for expenses in excess of the original budget appropriations.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-28-2016 and Exhibit A

RESOLUTION NO. R-28-2016

RESOLUTION TO AMEND AND AUGMENT THE FISCAL YEAR 2016 BUDGETS OF THE FREMONT STREET ROOM TAX SPECIAL REVENUE FUND, MUNICIPAL GOLF COURSE ENTERPRISE FUND, MUNICIPAL PARKING ENTERPRISE FUND, FIRE COMMUNICATIONS INTERNAL SERVICE FUND, PRINT MEDIA INTERNAL SERVICE FUND, AND EMPLOYEE BENEFIT INTERNAL SERVICE FUND OF THE CITY OF LAS VEGAS

WHEREAS, the resources of the Fremont Street Room Tax Special Revenue Fund are now determined to be $2,632,905 as itemized in Exhibit A, which is attached hereto; and

WHEREAS, the increase in available resources results from an increase in Beginning Fund Balance in excess of the Fiscal Year 2016 Fremont Street Room Tax Special Revenue Fund Budget of the City of Las Vegas, Nevada; and

WHEREAS, the expenditures of the following bunds are now determined to be as itemized in Exhibit A, which is attached hereto, with the increase in expenditures is made available through a reduction in Net Income of the Fiscal Year 2016 Budget of the City of Las Vegas, Nevada (excluding implementation of GASB 68):

Municipal Golf Course Enterprise Fund	$ 2,739,267
Municipal Parking Enterprise Fund	$ 8,208,269
Fire Communication Internal Service Fund	$ 10,353,493
Print Media Internal Service Fund	$ 1,685,195
Employee Benefits Internal Service Fund	$166,672,970;

and

WHEREAS, pursuant to NRS 354.598005, the City of Las Vegas is desirous of augmenting and amending the Fiscal Year 2016 Budget for the purpose of effecting an increase in appropriations and transfers between functions to provide for expenditures unplanned in the original budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 15th day of June, 2016, that the Fiscal Year 2016 Budget for each of the following funds to be increased as follows:

Municipal Golf Course Enterprise Fund to be increased from $2,619,267 to $2,739,267;
Municipal Parking Enterprise Fund to be increased from $7,708,269 to $8,208,269;
Fire Communication Internal Service Fund to be increased from $10,243,493 to $10,353,493;
Print Media Internal Service Fund to be increased from $925,195 to $1,685,195;
Employee Benefit Internal Service Fund to be increased from $159,872,970 to $166,672,970;

and

BE IT FURTHER RESOLVED that additional expenditures as itemized in Exhibit A, which is attached hereto, be approved and authorized; and

BE IT FURTHER RESOLVED that said augmentation as described above shall be effective upon delivery of a certified copy of the Resolution to the Nevada State Department of Taxation.

THE FOREGOING RESOLUTION was approved this____day of_____, 2016.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-6-16
Deputy City Attorney

EXHIBIT A

CITY OF LAS VEGAS
FISCAL YEAR 2016
AUGMENTATION AND TRANSFER OF APPROPRIATIONS
VARIOUS FUNDS

	Current Budget	Adjustment	Amended Budget
FREMONT STREET ROOM TAX SPECIAL REVENUE FUND			
Resources			
Miscellaneous	$ 107	$ -	$ 107
Beginning Fund Balance	2,557,798	75,000	2,632,798
Total Resources	$ 2,557,905	$ 75,000	$ 2,632,905
Expenditures			
Economic Development And Assistance	1,102,270	75,000	1,177,270
Transfers Out	1,408,950	-	1,408,950
Total Expenses & Other Uses	$ 2,511,220	$ 75,000	$ 2,586,220
MUNICIPAL GOLF COURSE ENTERPRISE FUND			
Expenditures			
Operating Expenditures:			
Cultural & Recreation	$ 2,431,106	$ 120,000	$ 2,551,106
Non-Operating Expenditures:	188,161	-	188,161
Total Expenses & Other Uses	$ 2,619,267	$ 120,000	$ 2,739,267
MUNICIPAL PARKING ENTERPRISE FUND			
Expenditures			
Operating Expenditures:			
Public Safety	$ 6,650,456	$ 1,200,000	$ 7,850,456
Non-Operating Expenditures:			
Interest Expense	1,057,813	(700,000)	357,813
Total Expenses & Other Uses	$ 7,708,269	$ 500,000	$ 8,208,269
FIRE COMMUNICATION INTERNAL SERVICE FUND			
Expenditures			
Operating Expenditures:			
Public Safety	$ 10,243,493	$ 110,000	$ 10,353,493
Total Expenses & Other Uses	$ 10,243,493	$ 110,000	$ 10,353,493
PRINT MEDIA INTERNAL SERVICE FUND			
Expenditures			
Operating Expenditures:			
General Government	$ 925,195	$ 760,000	$ 1,685,195
Total Expenses & Other Uses	$ 925,195	$ 760,000	$ 1,685,195
EMPLOYEE BENEFIT INTERNAL SERVICE FUND			
Expenditures			
Operating Expenditures:			
General Government	$ 156,728,970	$ 6,800,000	$ 163,528,970
Non-Operating Expenditures:			
Contributions to Other Governments	3,144,000		3,144,000
Intergovernmental Expense	-		-
TOTAL	$ 159,872,970	$ 6,800,000	$ 166,672,970

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
RESOLUTIONS:

R-29-2016 - For possible action to approve a Resolution concerning a proposed Special Improvement District (813) within the Summerlin area, authorizing the execution and delivery of a deposit agreement with PN II, Inc., a Nevada corporation, in the amount of $150,000 for the City of Las Vegas to draw against as it incurs the expenses of creating a financing this district ($150,000 - SID Special Revenue Fund) - Wards 2 and 4 (Beers and Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $150,000
Funding Source: SID Special Revenue Fund
Dept./Division: Finance

PURPOSE/BACKGROUND:
PN II, Inc., a Nevada corporation, (the Developer) has requested that the City of Las Vegas (City) form special improvement district within the City pursuant to the provisions of Nevada Revised Statutes Chapter 271 to levy special assessments, and to issue one or more series of bonds to provide for the construction, acquisition, or furnishing of certain public improvements within Special Improvement District No. 813 (Summerlin). This Deposit and Reimbursement Agreement provides for deposit in the amount of $150,000 for the City to draw against as it incurs the expenses of creating and financing this district.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-29-2016
2. Deposit and Reimbursement Agreement

RESOLUTION NO. ~~R-29-2016~~

A RESOLUTION CONCERNING A PROPOSED SPECIAL IMPROVEMENT DISTRICT AND APPROVING THE FORM OF A DEPOSIT AGREEMENT.

WHEREAS, the City Council (the "Council") of the City of Las Vegas (the "City") has received a proposal from PN II, Inc., a Nevada corporation (the "Developer"), concerning a proposed Special Improvement District (the "District") to be formed pursuant to the City's Developer Special Improvement District Guidelines (the "Guidelines"); and

WHEREAS, pursuant to the Guidelines, the City's Director of Finance is to establish the amount of a deposit to pay the City's costs and expenses associated with the formation of the District, the levy of assessments, and the issuance of bonds; and

WHEREAS, the proposed form of the Deposit and Reimbursement Agreement between the City and the Developer (the "Agreement") is on file with the City Clerk and the Council has reviewed the same and found it to satisfactory.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE STATE OF NEVADA:

Section 1. The Agreement is hereby approved in substantially the form on file with the City Clerk, with only such changes therein as are not inconsistent herewith and are approved by the officers of the City executing the same. The officers of the City are hereby authorized to enter into, execute and deliver the Agreement and the execution and delivery of the same shall constitute conclusive evidence of the City's approval thereof in accordance with the terms hereof.

Section 2. The Council authorizes the staff to negotiate the particulars of the District and the financing with the Developer.

Section 3. Passage of this resolution does not obligate the City to create the District, issue bonds therefor, or to give any land use or other approvals to any projects in the District or elsewhere.

Section 4. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, previously repealed.

Section 5. If any section, paragraph, clause or other 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 other provision shall not affect any of the remaining provisions of this resolution.

PASSED, ADOPTED AND APPROVED this June 15, 2016.

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC, City Clerk

Approved as to Form:

Bryan K. Scott, Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I am the duly chosen and qualified 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 a resolution adopted by the City Council of the City (the "City Council") at a meeting held on June 1, 2016.

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:

Mayor:	Carolyn G. Goodman
Council members:	Steven D. Ross
	Lois Tarkanian
	Ricki Y. Barlow
	Stavros S. Anthony
	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 City Clerk and has been recorded in the regular official record of the 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 Council were given due and proper notice of the meeting. Pursuant to Nevada Revised Statutes ("NRS") 241.020, written notice of the meeting was given not later than 9:00 a.m. on the third working days 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 on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175, at the principal office of the Council, or if there is no principal office, at the building in which the

meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
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) Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed 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.

5. Upon request, the 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 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 Council on June __, 2016 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on this June 15, 2016.

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

(EXHIBIT A)

(Attach Copy of Notice of Meeting)

CITY OF LAS VEGAS, NEVADA
DEPOSIT AND REIMBURSEMENT AGREEMENT
PROPOSED SPECIAL IMPROVEMENT DISTRICT

This DEPOSIT AND REIMBURSEMENT AGREEMENT (this "**Agreement**") is made and entered into as of June 15, 2016 by and between the CITY OF LAS VEGAS, NEVADA (the "**City**"), and PN II, Inc., a Nevada corporation (the "**Developer**").

WHEREAS, the Developer has requested that the City conduct proceedings pursuant to the provisions of Nevada Revised Statutes Chapter 271 to form a special improvement district within the City (the "**District**"), to levy special assessments, and to issue one or more series of bonds (the "**Bonds**") to provide for the construction, acquisition, or furnishing of certain public improvements within the District; and

WHEREAS, the Developer owns real property that is included within the boundaries of the proposed District; and

WHEREAS, the Developer has agreed to advance moneys to be used by the Director of Finance (the "**Director of Finance**") to pay costs and expenses associated with the formation of the District, the levy of assessments, and the issuance of Bonds, such advances being subject to reimbursement or credit upon a successful issuance of the Bonds or the termination or abandonment of such proceedings as provided herein; and

WHEREAS, the parties hereto wish to enter into this Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Developer.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. ADVANCEMENT OF MONEYS. The Developer shall advance moneys (the "**Moneys**") to the Director of Finance as provided in Section 3 hereof, which Moneys shall be used by the City to pay costs generally described in Section 2 hereof. If the Moneys are not advanced in accordance with Section 3 hereof, the City shall not proceed with the issuance of Bonds.

SECTION 2. USE OF MONEYS ON DEPOSIT. The Director of Finance shall use the Moneys to pay costs and expenses, if any, incidental to or associated with the formation of the District, the levy of the assessments, and the issuance of Bonds (collectively, "**Financing Costs**"), including, without limitation, costs and expenses relating to the following, as applicable: (a) the property appraisal, (b) the absorption study, (c) noticing and publication expenses, (d) the assessment engineer, (e) District, assessment, and Bond administration, (f) Sherman & Howard L.L.C., as Bond Counsel, (g) Zions Public Finance, as the City's financial consultant, and (h) the City's personnel and out-of-pocket costs. The scope of work and terms and conditions of the agreements for the foregoing advisors and special services will be subject to the Director of Finance's approval or as outlined in agreements that will be on file in the Director of Finance's office and available for inspection and review by the Developer. The Director of Finance shall maintain records of the payment of all Financing Costs and keep such

records on file and available for inspection and review by the Developer in the Director of Finance's office.

SECTION 3. DEPOSITS. The Developer shall deposit with the Director of Finance the initial amount of $150,000 within five (5) business days after this Agreement is executed and delivered by the City. As additional Moneys are required, the Director of Finance shall make demand upon the Developer, and the Developer shall deposit such additional Moneys with the Director of Finance within five (5) business days of receipt of such demand. The Director of Finance shall cause all Moneys received from the Developer to be deposited into a separate interest-bearing account maintained by or at the direction of the Director of Finance. All interest or other amounts earned on Moneys in such account shall be held in such account for the payment of Financing Costs or otherwise applied as set forth in Section 4 hereof.

SECTION 4. REIMBURSEMENT. If the District proceedings are unsuccessful and are terminated or abandoned prior to the issuance of the Bonds, the Director of Finance shall transfer to the Developer all Moneys, including any interest earnings thereon, then on deposit in the account established and maintained pursuant to Section 3 hereof, exclusive of Moneys necessary to pay Financing Costs or portions thereof that have been actually incurred, are not payable contingent upon the successful issuance of the Bonds, and are due and owing as of the date of such termination or abandonment.

The Developer shall have the following options upon the successful issuance of the Bonds:

A. The Developer may direct the City to reimburse the Developer for the Moneys, and the interest thereon, previously advanced by the Developer from the proceeds of the Bonds;

B. The Developer may direct the City to return unexpended Moneys, and the interest thereon, to Developer; or

C. The Developer may direct the City to do any combination of the above.

SECTION 5. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the City will proceed with the issuance of the Bonds, and the City expressly reserves the right to terminate or abandon the proceedings at any time prior to the issuance of the Bonds, if in the City's sole discretion, it deems such termination or abandonment to be in the best interests of the City.

SECTION 6. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Clark County, Nevada, as of the date and year first herein above written.

CITY OF LAS VEGAS, NEVADA

_____
Carolyn G. Goodman, Mayor

_____
Luann D. Holmes, MMC, City Clerk

PN II, INC., a Nevada corporation

By: _____
Title: _____

Approved as to Form:

_____
Bryan K. Scott, Assistant City Attorney

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

ABEYANCE ITEM - Report by Jorge A. Cervantes, Executive Director of Community Development, and discussion for possible action regarding an unsolicited proposal for a deed restriction removal for the Royal Links Golf Course, located at 5995 East Vegas Valley Drive - Clark County

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City has received an unsolicited proposal to remove the deed restriction prohibiting residential development from Royal Links Golf Course. Two appraisals have been performed to calculate the evaluation of the deed restriction. Staff is seeking direction on whether to enter into negotiation for the deed restriction removal.

RECOMMENDATION:
Direct Staff as appropriate

BACKUP DOCUMENTATION:
Royal Links documentation letter

Royal Links
Golf Club

November 10, 2015

Betsy Fretwell, City Manager
City of Las Vegas
495 S. Main Street
Las Vegas, NV 89101

Dear Ms. Fretwell:

Golf Club of Illinois, Inc. (Royal Links Golf course) and the Walters Group would like to make a proposal for the City of Las Vegas to remove the odor easement affecting the land parcels 161-09-801-002; 161-10-202-00, located at 5995 Vegas Valley Drive, Las Vegas Nevada commonly known as Royal Links Golf Club. Removing the restriction would allow the Golf Club of Illinois to seek approval of Clark County to redevelop the parcels for residential use as currently designated in the Clark County master plan. The current plan allows the development of up to eight (8) residential units per acre.

The City has commissioned two independent MAI appraisals of the property. The appraisers were to determine the value of the property as is golf course consistent with the current usage, and as residential land, with restriction lifted by the City, allowing it to be developed at RE 8 unites to the acre. This allowed the appraisals to estimate the increase in the value of the land resulting from the removal of the restriction and re-zoning.

There was a wide variation between the appraisals due to selected comparable properties and the cost required to deal with removing the golf course to make the land saleable as residential land.

As agreed, we have used the average of the two appraisals to arrive at an average value of the land and golf course. The difference and the amount per acre were also calculated using the averages.

The information is as follows:

Average Value as Golf Course	$13,555,000
Average Value of Land zoned Residential	$24,200,000
Value per Acre – 160.7 acres	$150,620
Average Difference in Value as Golf Course vs. Zoned R-8	$10,645,000

Royal Links
Golf Club

Golf Club of Illinois ("GCI") would propose to compensate the City of Las Vegas for the release of the current restriction on the property use; we will transfer to the City, as a buffer or for plant expansion need, acreage equal in value to 20% of the value differential on 14.13 acres @ $150,620 per acre equivalent to $2,128,000.

GCI would also agree to terminate the existing water agreement with the City to supply reclaimed water to the Royal Links Golf Club. The current water agreement expires December 2047 and we are currently paying $.27 per thousand gallons when the current rate for effluent is approximately $3.25 per thousand and potable rates close to $4 per thousand. The termination would be of great financial benefit to the City and on the Las Vegas community.

The elimination of the golf course would save approximately 280,000,000 gallons of water per year 8.9 billion gallons over the remaining term of the agreement. The deed restriction will be lifted and effluent water agreement terminated when the property is rezoned to allow zoning of not less than residential R8 and the property is no longer operated as a golf course. Until that time, GCI will maintain all agreements with the City.

We look forward to meeting with you next week to discuss the proposal.

Yours truly,

Michael E. Luce – Secretary
Golf Club of Illinois, Inc.

MEL/mh

Copy: Jorge Cervantes – Executive Director, Community Development

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action regarding the naming of the plaza area in front of City Hall, located at 495 South Main Street, the "Oscar B. Goodman City Hall Plaza" - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On November 13, 2015 the City Manager's Office received a letter from the Honorable Senator Richard H. Bryan and other members of the Commission for the Las Vegas Centennial recommending that the plaza in front of City Hall be named after former Mayor Oscar B. Goodman for his distinguished public service to the citizens of the city of Las Vegas. The plaza would be named the "Oscar B. Goodman City Hall Plaza".

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. City Hall site map
2. Letter from Richard H. Bryan

RICHARD H. BRYAN

November 13, 2015

Ms. Betsy Fretwell
City Manager
City of Las Vegas
495 South Main Street
Las Vegas, NV 89101

Dear Ms. Fretwell,

The undersigned would like to recommend to the City Council that the front plaza of the Las Vegas City Hall be named after former Mayor Oscar B. Goodman.

During his tenure as Mayor from 1999 – 2011, his effective advocacy on behalf of, downtown Las Vegas led to the most dramatic revitalization in the city's history. Among these transforming developments are; the Cleveland Clinic Lou Ruvo Center for Brain Health, the Smith Center for Performing Arts and the Discovery Children's Museum, a new City Hall and converting the old downtown post office into the National Museum of Organized Crime and Law Enforcement.

These additions to downtown Las Vegas have enhanced the quality of life for those who make Southern Nevada their home.

In recognition of his distinguished public service we believe it is appropriate to name the front plaza of City Hall the "Oscar B. Goodman Plaza". We are hopeful the City council will concur.

Sincerely,

Richard Bryan

Tim Cashman

Ryan Arnold

Hannah Brown

Bob Stoldal


CITY HALL
CITY HALL PLAZA
CLARK AVENUE
1ST STREET
N

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

ABEYANCE ITEM - Presentation by the Department of Planning regarding an update on the status of the Las Vegas Downtown Master Plan

Fiscal Impact

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

RECOMMENDATION:
Report only; No Action Required

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - Discussion for possible action regarding the approval of a Medical Marijuana Dispensary Establishment License CLARK NMSD, LLC dba NUVEDA at 1324 South Third 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 the approval of a Medical Marijuana Dispensary Establishment License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council meeting. If approved, subject to conditions:

BACKUP DOCUMENTATION:
1. Ownership and Conditions
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: regarding the approval of a Medical Marijuana Dispensary Establishment License CLARK NMSD, LLC dba NUVEDA at 1324 South Third Street

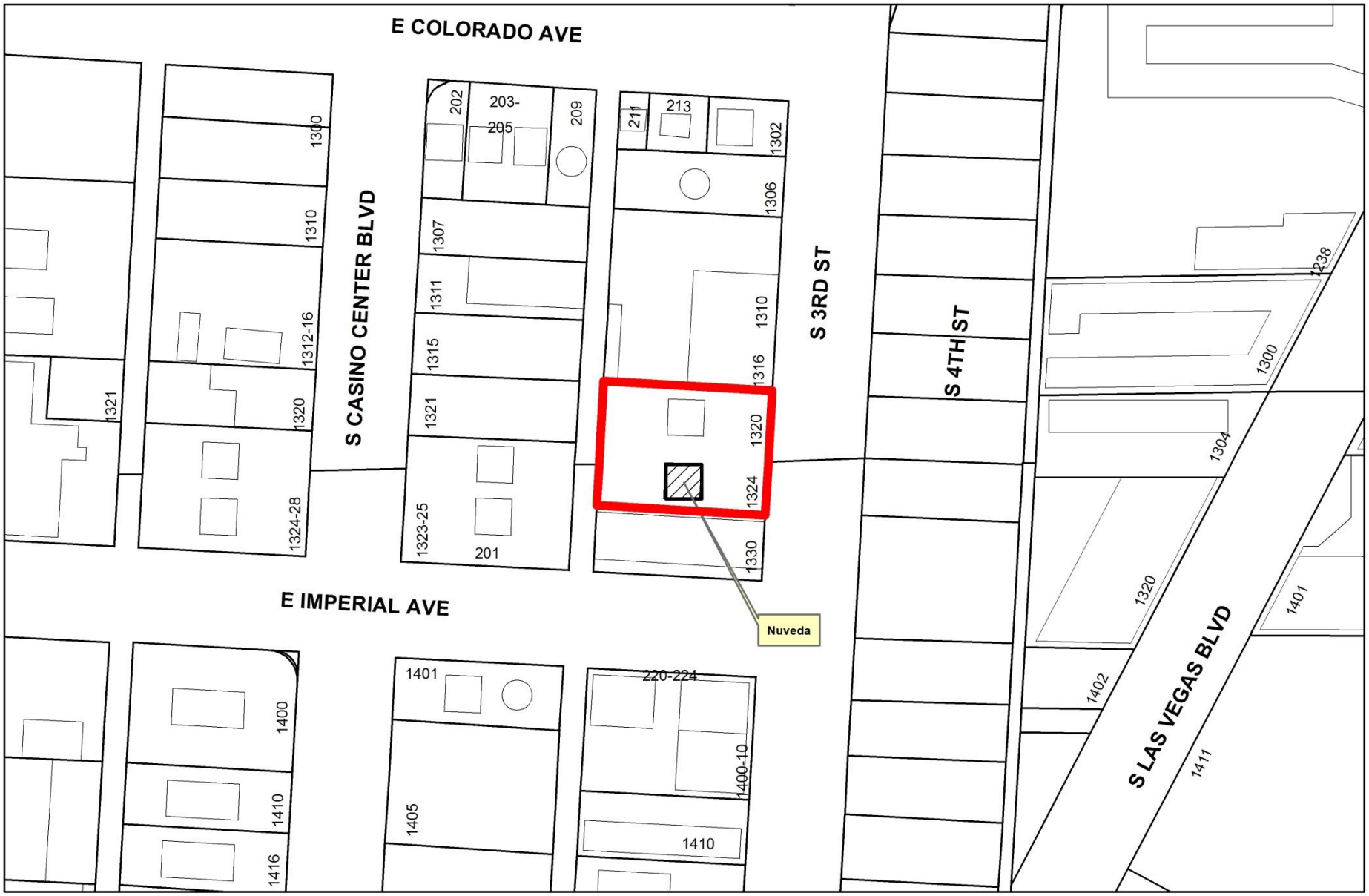
---

OWNERSHIP:

CLARK NMSD, LLC
Nuveda LLC, Managing Member
Pejman Bady, Managing Member
Pouya Mohajer, Managing Member
Shane Terry, Managing Member
Jennifer Goldstein, Managing Member
Joseph Kennedy, Managing Member
John Penders IV, Managing Member
Ryan Winmill, Managing Member

CONDITIONS:

1. All operational plans must remain in compliance with Title 6.95 as approved by the Director on October 21, 2015. Any amendments must be approved by the City prior to implementation.
2. Advertising and product list are limited to plans approved by the Director dated October 21, 2015.
3. First time inventory of useable medical marijuana product must be reported to the Department 24 hours prior to receipt.
4. Testing laboratory results must be submitted and reviewed by the Department prior to the sale of first time product.
5. All cultivation or production facilities used to obtain medical marijuana must be properly licensed with the City of Las Vegas.
6. Signage approved by the Director must be posted to identify that it is illegal to consume marijuana in any public location or commercial area.
7. Must operate in compliance with Title 6.95, all policies and regulations of the state regulating authority and of the Planning Department.
8. Must maintain conformance with all conditions of approval of the Special Use Permit (SUP-55264) and Site Development Plan Review (SDR-55265) any amendments thereto.
9. Must maintain conformance with all conditions of approval of the Downtown Design Review Committee for Special Use Permit (SUP-55265) and any amendments thereto.



Nuveda
1324 South Third 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: Tuesday, September 29, 2015

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
RESOLUTIONS:

R-25-2016 - ABEYANCE ITEM - Discussion for possible action to approve a Resolution adopting the Downtown Las Vegas Vision 2045 Master Plan - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Resolution will formally adopt the Downtown Las Vegas Vision 2045 Master Plan, which focuses on the Downtown Centennial Plan Overlay (DCP-O) and expansion areas to the east to Fremont and Eastern, west to include the Las Vegas Medical District, and north to include the Cultural Corridor and Cashman Center areas. The Plan is intended to serve as a vision and guiding document designed to offer a range of mixed-use, walkable components to enhance existing community amenities and promote new transit orientated development within Downtown Las Vegas.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution and authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:
1. Resolution No. R-25-2016
2. Draft Downtown Las Vegas Vision 2045 Master Plan

R-25-2016

RESOLUTION ADOPTING THE DOWNTOWN LAS VEGAS VISION 2045 MASTER PLAN

WHEREAS, the Downtown Centennial Plan was adopted in 2000 by the City Council as a planning and regulatory document for the downtown area of Las Vegas ("Downtown Las Vegas"); and

WHEREAS, Downtown Las Vegas has seen significant changes since that time, including unprecedented interest in residential and mixed-use development; and

WHEREAS, Downtown Las Vegas was the epicenter of the economic downturn and slow economic recovery in Southern Nevada, facing challenges related to lack of jobs, educational achievement, and health care availability, a decline in property values and increased need for affordable transportation choices; and

WHEREAS, Downtown Las Vegas has seen a nascent, yet promising recovery advanced by substantial private investment, public infrastructure improvements, and a number of public-private partnerships which led to 2012 being dubbed the Year of Downtown; and

WHEREAS, a one-time contribution to the City and grant provided by the Regional Transportation Commission of Southern Nevada funded a unique opportunity to "bend the trend line" and develop a new plan for Downtown Las Vegas based on extensive research and public outreach to address the relationship between land-use planning, transportation infrastructure and economic diversification, requiring feedback and participation from a diverse group of stakeholders to identify goals, objectives and strategies to connect downtown's gaming and tourism foundation with new economic and educational opportunity and housing and transportation options; and

WHEREAS, the result is the Downtown Las Vegas Vision 2045 Master Plan which identifies and builds on Downtown Las Vegas' strengths and identifies a core set of values that establish a vision for Downtown that positions Downtown Las Vegas as the Legend Reinvented: where it all began and continues to evolve; and

WHEREAS, the Downtown Las Vegas Vision 2045 Master Plan and supporting community outreach efforts were overseen by an Executive Steering Committee, appointed by the City Manager, which included representatives of non-profits, community groups and public institutions and owners from

downtown casinos and hotels, developers, small business operators, professional architects and designers and which worked with city staff for an 18-month period.

NOW, THEREFORE, BASED ON THE FOREGOING, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS AS FOLLOWS:

1. To adopt the Downtown Las Vegas Vision 2045 Master Plan (attached to this Resolution) as a vision document to guide future development of Downtown Las Vegas. The Downtown Las Vegas Vision 2045 Master Plan does not have regulatory authority and does not bind the City Council to any funding obligation.

2. To direct the Department of Planning to review the General Plan, the Unified Development Code, the Downtown Centennial Plan, and other plans, codes, and regulations, and propose revisions that implement the goals of the plan where appropriate. In conducting the aforementioned reviews, the Department of Planning shall consider new zoning districts, overlays and regulations that implement the Downtown Las Vegas 2045 Master Plan and any desired actions that would need to be taken by the City Council or other agencies or departments to implement the steps taken or planned.

PASSED, ADOPTED AND APPROVED this _____day of _____, 2016.

CITY OF LAS VEGAS

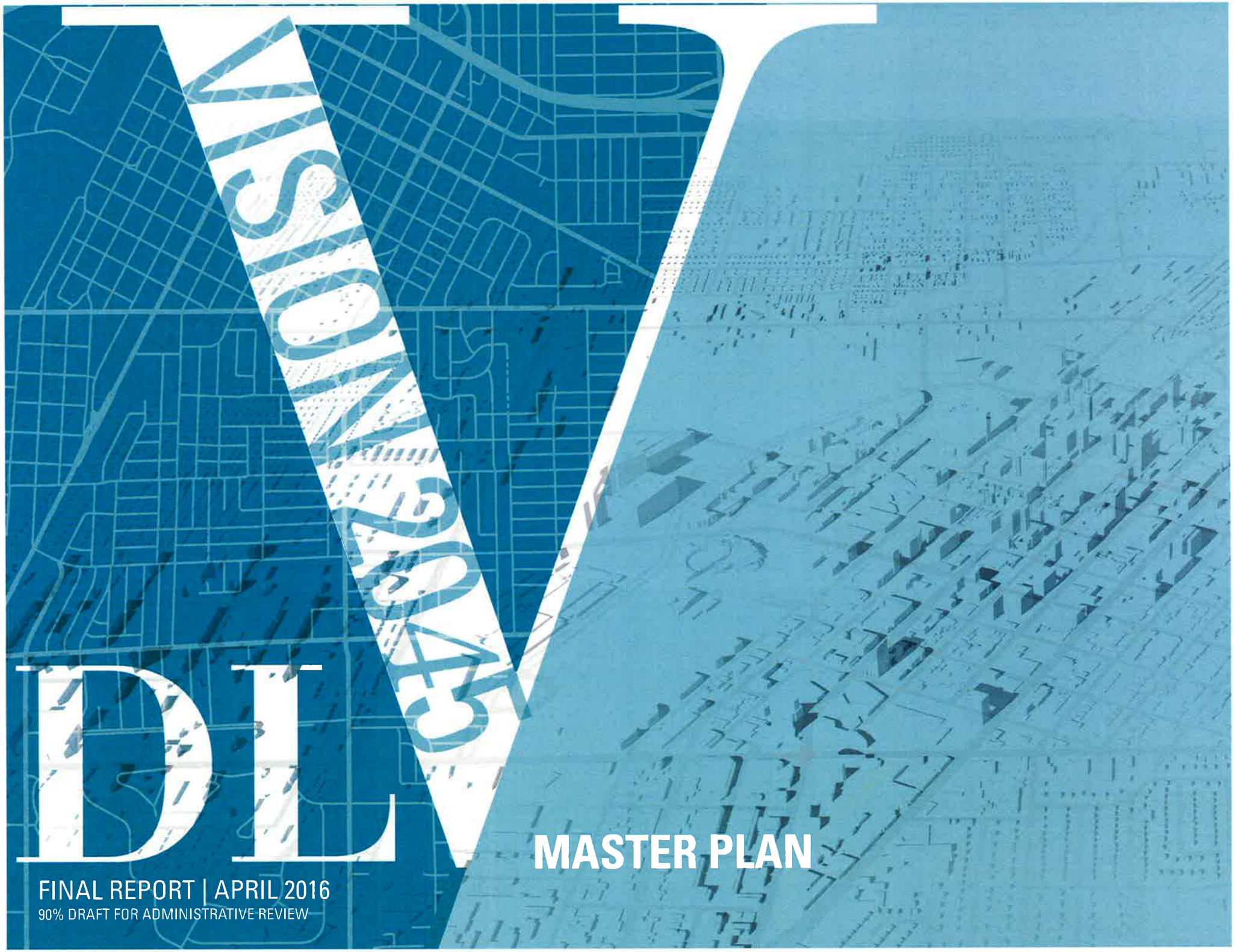
BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM

Val Steed 5-9-16
Val Steed, Date
Deputy City Attorney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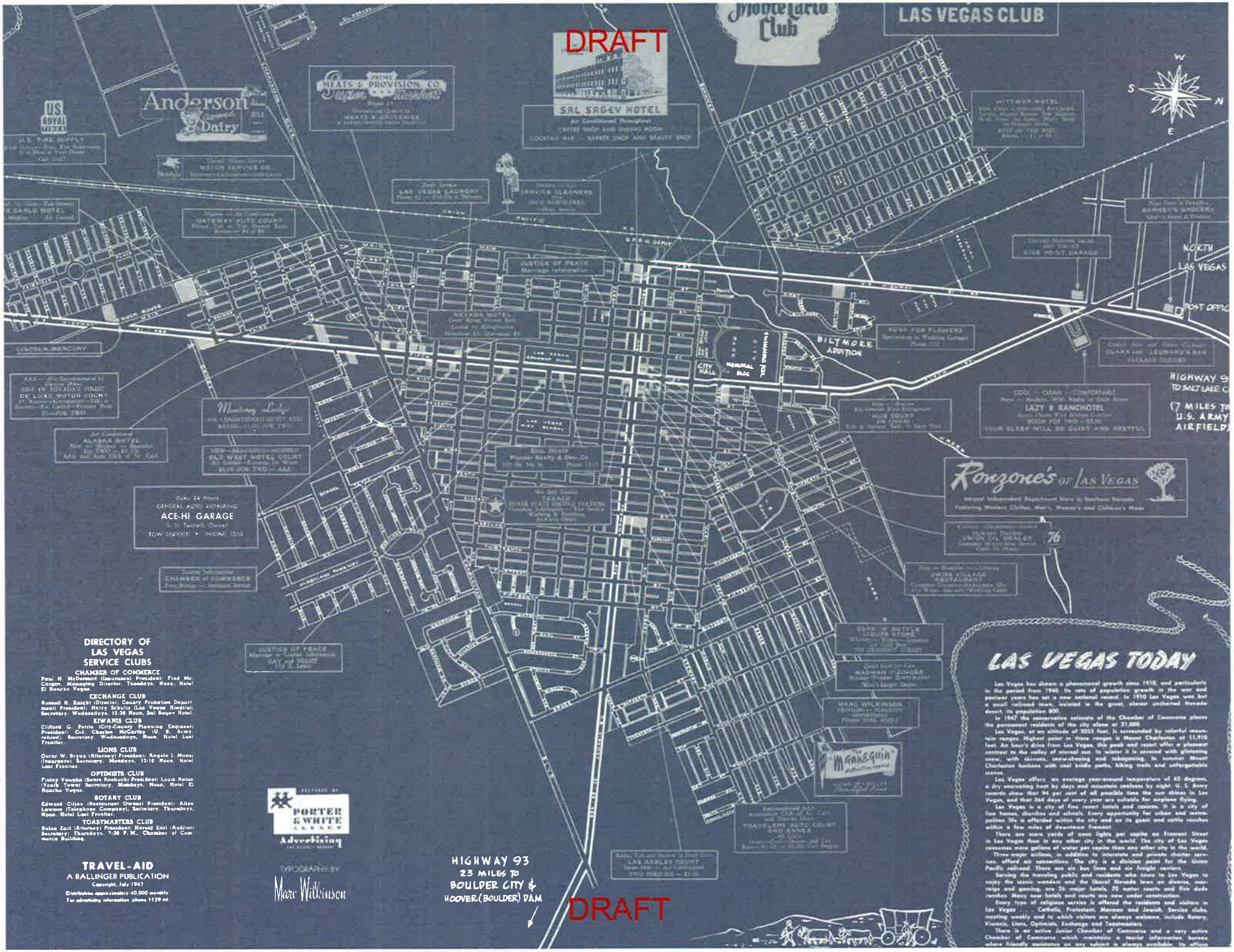
MASTER PLAN
FINAL REPORT | APRIL 2016
90% DRAFT FOR ADMINISTRATIVE REVIEW



DIRECTORY OF LAS VEGAS SERVICE CLUBS

CHAMBER OF COMMERCE
Paul H. McDermott (Insurance) President; Fred Mc. Corgan, Managing Director. Tuesdays, Noon. Hotel El Rancho Vegas.

EXCHANGE CLUB
Russell H. Knight (Director, County Probation Department) President; Harry Schulte (Las Vegas Hospital) Secretary. Wednesdays, 12:30 Noon, Sal Sagev Hotel.

KIWANIS CLUB
Clifford G. Petrie (City-County Planning Engineer) President; Col. Charles McCarthy (U. S. Army, retired), Secretary. Wednesdays, Noon. Hotel Last Frontier.

LIONS CLUB
Oscar W. Bryan (Attorney) President; Angelo J. Mussi (Insurance) Secretary. Mondays, 12:10 Noon. Hotel Last Frontier.

OPTIMISTS CLUB
Finley Vaughn (Sears Roebuck) President; Louis Aston (Youth Town) Secretary. Mondays, Noon. Hotel El Rancho Vegas.

ROTARY CLUB
Edward Cliles (Restaurant Owner) President; Allyn Lawson (Telephone Company), Secretary. Thursdays, Noon. Hotel Last Frontier.

TOASTMASTERS CLUB
Rulon Earl (Attorney) President; Harold Earl (Auditor) Secretary. Thursdays, 7:30 P.M., Chamber of Commerce Building.

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TYPOGRAPHY BY
Marc Wilkinson

LAS VEGAS TODAY

Las Vegas has shown a phenomenal growth since 1910, and particularly in the period from 1940. Its rate of population growth in the war and postwar years has set a new national record. In 1910 Las Vegas was but a small railroad town, isolated in the great, almost uncharted Nevada desert, its population 800.

In 1947 the conservative estimate of the Chamber of Commerce places the permanent residents of the city alone at 21,000.

Las Vegas, at an altitude of 2023 feet, is surrounded by colorful mountain ranges. Highest point in these ranges is Mount Charleston at 11,910 feet. An hour's drive from Las Vegas, this peak and resort offer a pleasant contrast to the valley of eternal sun. In winter it is covered with glistening snow, with skiiers, snowshoeing and tobogganing. In summer Mount Charleston beckons with cool bridle paths, hiking trails and unforgettable scenes.

Las Vegas offers an average year-around temperature of 62 degrees, a dry enervating heat by days and mountain coolness by night. U. S. Army records show that 96 per cent of all possible time the sun shines in Las Vegas, and that 364 days of every year are suitable for airplane flying.

Las Vegas is a city of fine resort hotels and casinos. It is a city of fine homes, churches and schools. Every opportunity for urban and metropolitan life is afforded within the city and on its guest and cattle ranches within a few miles of downtown Fremont.

There are more yards of neon lights per capita on Fremont Street in Las Vegas than in any other city in the world. The city of Las Vegas consumes more gallons of water per capita than any other city in the world.

Three major airlines, in addition to interstate and private charter services, afford air connections. The city is a division point for the Union Pacific railroad. There are six bus lines and one freight carriers.

Serving the traveling public and residents who come to Las Vegas to enjoy the scenic wonders and the liberal Nevada laws on divorce, marriage and gaming, are 26 major hotels, 70 motor courts and five dude ranches. Many new hotels and courts are now under construction.

Every type of religious service is offered the residents and visitors in Las Vegas — Catholic, Protestant, Mormon and Jewish. Service clubs, meeting weekly and to which visitors are always welcome, include Rotary, Kiwanis, Lions, Optimists, Exchange and Toastmasters.

There is an active Junior Chamber of Commerce and a very active Chamber of Commerce which maintains a tourist information bureau where friendly assistance on any subject is always available. Its offices

DRAFT

DOWNTOWN LAS VEGAS VISION 2035 MASTER PLAN

FINAL REPORT | APRIL 2016

PREPARED FOR

The City of Las Vegas, Nevada

Mayor Carolyn Goodman
Councilwoman Lois Tarkanian, Ward 1
Councilman Bob Beers, Ward 2
Councilman Bob Coffin, Ward 3
Councilman Stavros S. Anthony, Ward 4
Councilman Ricki Y. Barlow, Ward 5
Mayor Pro Tem Councilman Steven D. Ross, Ward 6

CITY STAFF

Betsy Fretwell, City Manager
Scott Adams, Deputy City Manager
Tom Perrigo, Director of Planning
Robert T. Summerfield, Planning Section Manager
Mike Howe, Senior Planner
Dave Cornoyer, Planner II
Mark House, GIS Analyst II
Mike Janssen, Transportation Manager
Joanna Wadsworth, Assistant City Traffic Engineer

CONSULTANT TEAM

CallisonRTKL Associates, Inc.
Planning and Urban Design Studio
Los Angeles, CA

Faiss Foley Warren, PR/Govt Affairs
Las Vegas, NV

Fehr & Peers Transportation Consultants
San Diego, CA

The Integral Group, LLC
Los Angeles, CA

Kimley-Horn and Associates, Inc.
Las Vegas, NV

Kubat Consulting, LLC
Las Vegas, NV

Lisa Wise Consulting, Inc.
San Francisco, CA

Progressive Urban Management Associates
Denver, CO

Tischler Bise, Inc.
Bethesda, MD

EXECUTIVE STEERING COMMITTEE

Carolyn Goodman	Mayor, City of Las Vegas
Betsy Fretwell	City Manager, City of Las Vegas
Barnett Liberman	Las Vegas Land Partners LLC
Mark Fine	Mark L. Fine & Associates/Fine Properties
Eric Strain	Assemblage Studio
Todd Kessler	Resort Gaming Group (RGG)/Downtown Project (DTP)
Adam Foulad	Private Citizen
Cedric Crear	Crear Creative Group
Jenna Morton	Morton Group
Tom Kovach	The Center
Alexandra (Alex) Epstein	El Cortez Hotel & Casino
Terry Jicinsky	Las Vegas Convention and Visitors Authority
Derek Stevens	The D Casino Hotel
Hugh Anderson	HighTower
Robert Maricich	World Market Center
Marc Abelman	InsideStyle
Don Snyder	UNLV
Richard McKeown	Las Vegas Premium Outlets
Bill Noonan	Boyd Group
Trinity Schlottman	Trinity Haven Development
Beth Campbell	Gensler

DRAFT

DRAFT

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PROJECT OVERVIEW

The result of an intensive 18-month progress, the Downtown Las Vegas Vision 2035 Master Plan is one of the most inclusive and comprehensive plans undertaken in the City's history.

PROJECT DESCRIPTION

PLANNING PROCESS

PUBLIC ENGAGEMENT

DOWNTOWN IN THE REGION

EXPANDED PLANNING AREA

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PROJECT DESCRIPTION

The Downtown Las Vegas Vision 2035 Master Plan is the result of an intensive two-year planning effort, initiated in response to a Downtown revival that is gradually gaining momentum, as well as the need to reconsider and update the current Downtown Centennial Plan (DCP), and the desire to establish a compelling vision and an effective implementation strategy that will guide the urban core's growth and redevelopment for the next 20 years.

PLANNING FOR DOWNTOWN'S REVIVAL

The primary catalyst for this effort has been a nascent, yet promising Downtown recovery that follows on the heels of the Great Recession. Recently, the area has benefited from substantial private investment, various public infrastructure improvements, and key public-private partnerships. In fact, 2012 is often referred to as the "The Year of Downtown" as a number of important projects made their debut, including The Smith Center, the Mob Museum, and a new City Hall complex. **The challenge and opportunity are to extend and broaden the resurgence in Downtown activity and economic vitality to the benefit of the entire community.**



FREMONT STREET, 1955

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PAST: DOWNTOWN CENTENNIAL PLAN

Initially adopted in July 2000, in anticipation of the City's Centennial celebration of spring 2005, the DCP was intended to establish fundamental planning concepts and urban design standards for redevelopment of the Downtown core. Since its adoption, the DCP has been amended numerous times without a comprehensive update, while City staff and interested developers have regularly identified shortcomings. Consequently, **the Downtown Centennial Plan no longer meets the needs of Downtown based on present and anticipated changes in conditions.**

FUTURE: DOWNTOWN LAS VEGAS VISION 2035 MASTER PLAN

The purpose of this Master Plan is to encourage the Downtown real estate recovery, define new opportunities, leverage recent and attract new private investment, and strategically plan for the outlay of scarce city resources. It is intended to provide a clear description of what the citizenry want for their Downtown, while establishing a framework for public and private decision making, including public allocation of funds and ordinance updates that will provide needed improvements, stimulate investment, and support desired development. In summary, **the Downtown Las Vegas Vision 2035 Master Plan provides an overall vision, policy direction, and implementation strategy that support the ongoing recovery and revitalization of Downtown.**

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PLANNING PROCESS

Rooted in a fundamental understanding of community needs, values, aspirations and opportunities, the Master Plan communicates a shared vision of success for Downtown Las Vegas, and lays out a road-map for achieving that success. Hallmarks of the process of preparing the Master Plan were collaboration, contextual research, exploration of alternative concepts and ideas, comprehensiveness, and a focus on successful implementation.

SIX PLANNING STAGES

The planning process proceeded according to six well-defined stages that regularly afforded opportunity for input and refinement: 1) Inventory and Analysis; 2) Vision Plan; 3) Alternative Master Plan Concepts; 4) Preferred Master Plan Scenario; 5) Draft Implementation Strategy; and 6) Final Master Plan Documentation. Each stage culminated in heightened community outreach and engagement, and a summary report made available for public review and comment, with the last stage delivering the Master Plan for City Council review, hearing, and adoption.

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THREE WORK STREAMS

The planning process involved three parallel, yet interdependent work streams. This structure entailed a multi-disciplinary planning team, comprised of expert consultants and knowledgeable City staff to ensure coverage of the multitude of issues and the range of opportunities facing Downtown.

- **Land Use & Community Development:** This work stream relied on community participation in shaping the overall vision for Downtown growth and redevelopment, and in determining the desired quality of urban development, including proposals that reinforce community identity and enhance place making; strengthen the urban housing market and stabilize in-town neighborhoods; and deliver improved services and amenities.
- **Mobility & Sustainability:** This work stream prioritized sustainability and community resiliency in identifying recommended upgrades to Downtown's physical infrastructure, with particular concern for expanding mobility options and improving linkages; conserving natural resources while seeking resource independence; and enhancing the open space network.
- **Economic Development & Strategic Planning:** This work stream focused on diversifying and strengthening the economy by targeting new drivers of economic growth to bend the economic trend line in Downtown's favor; promoting leadership in tourism, culture and the arts; and matching the vision of a more prosperous future with sound implementation strategies.







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PUBLIC ENGAGEMENT

Stakeholder interviews, public outreach workshops, and online polls determine the best course of action for the team's work.

"BY THE NUMBERS"

10 CITY COUNCIL MEMBER & EXECUTIVE STEERING COMMITTEE MEETINGS

20,000 WEBSITE VISITS

2,400 COMMUNITY OUTREACH PARTICIPANTS

900 SHARES VIA SOCIAL MEDIA (EMAIL, FACEBOOK, LINKEDIN, & TWITTER)

100+ STAKEHOLDER INTERVIEWS

63% PREFERRED OPTION 3

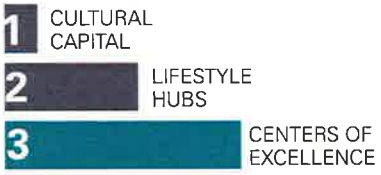



FIG 1.1: VISION PLAN CONCEPT

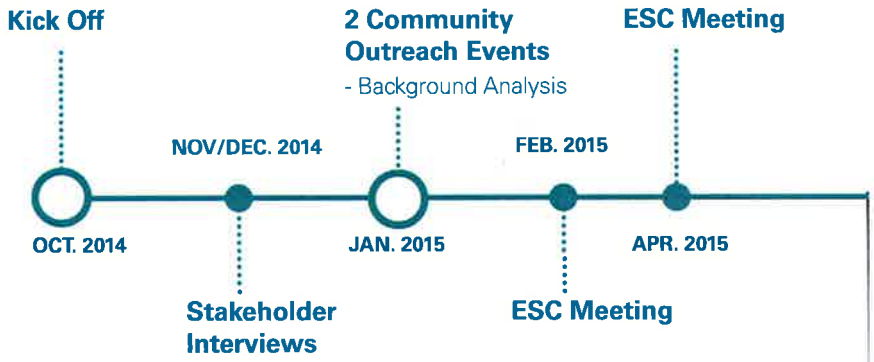

FIG 1.2: PLANNING PROCESS TIMELINE

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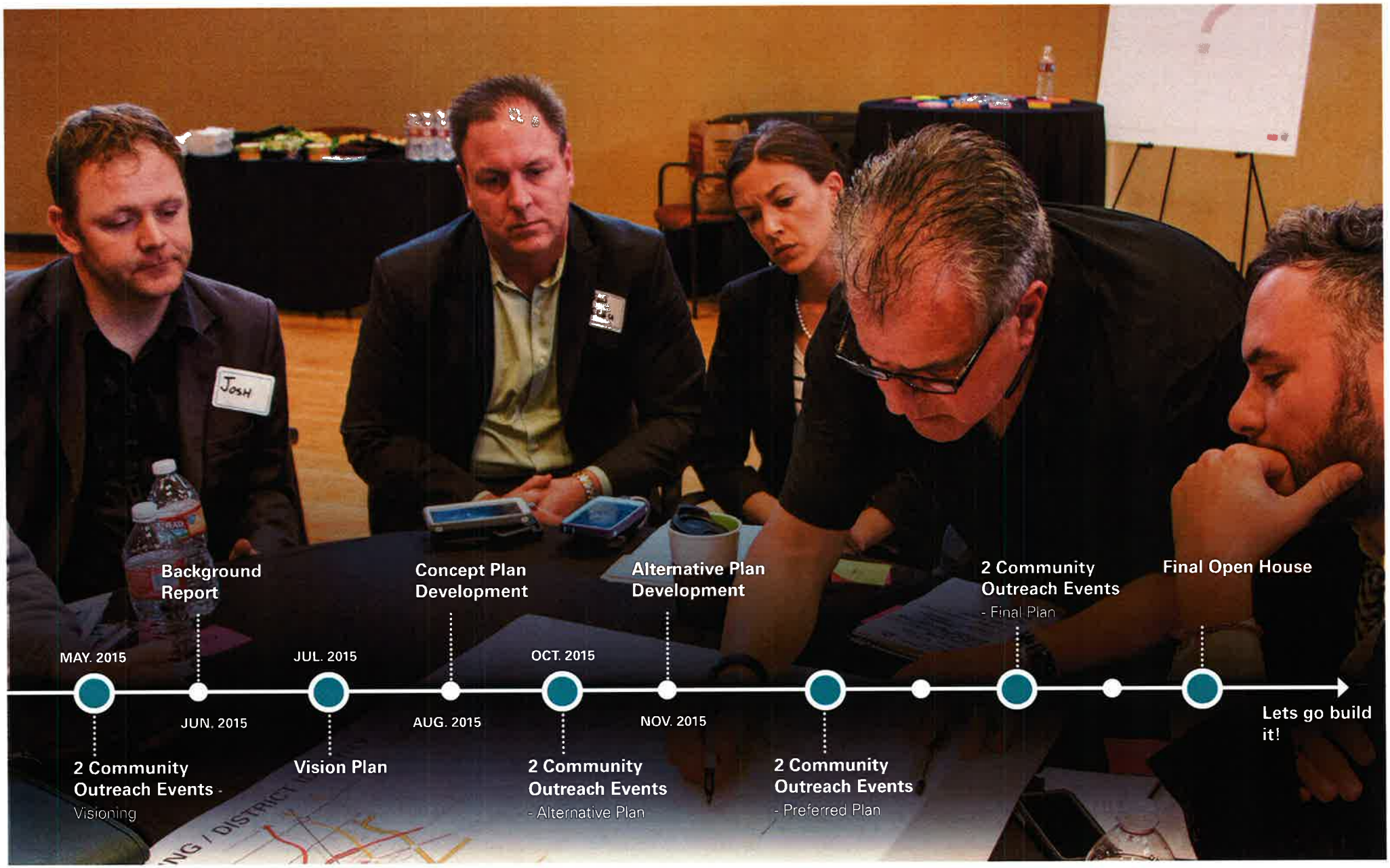
MAY. 2015
2 Community Outreach Events - Visioning
JUN. 2015
Background Report
JUL. 2015
Vision Plan
AUG. 2015
Concept Plan Development
OCT. 2015
2 Community Outreach Events - Alternative Plan
NOV. 2015
Alternative Plan Development
2 Community Outreach Events - Preferred Plan
2 Community Outreach Events - Final Plan
Final Open House
Lets go build it!

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FIG 1.3: DOWNTOWN IN THE REGION

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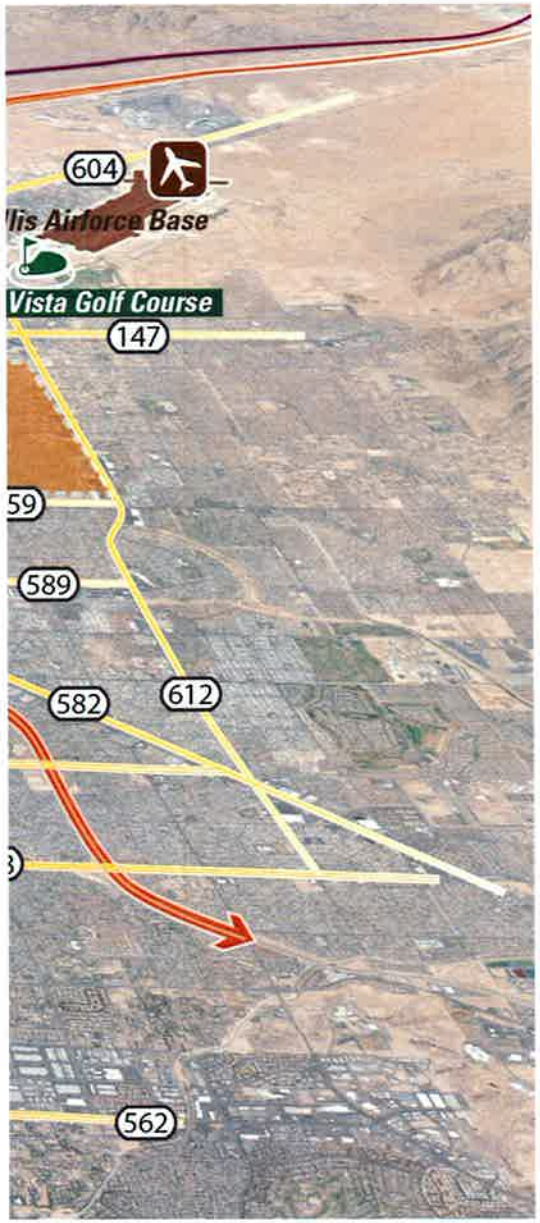

DOWNTOWN IN THE REGION

Downtown Las Vegas is located in the center of the Las Vegas Valley, encompassing the original settlement and now functioning as the region's urban core. Just north of The Las Vegas Strip and centered around Fremont Street, this is also the City's earliest gaming district. But Downtown is not defined by gaming alone; collectively, its many resources offer a rich legacy of culture, commerce, and entertainment.

LEGEND

Boundaries
- Las Vegas City
- Project Area
- The Strip

Regional Attractions
- Government Facility
- Gaming & Hotel
- Shopping Center
- Cultural District
- Golf Course
- University
- Medical Center
- Airport

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EXPANDED PLANNING AREA

In order to better anticipate growth and change, the study area was expanded.

More than 4X the Area of the Centennial Plan, the Study Area encompasses some 4.3 square miles of land, addressing several key issues:

- **Historic Neighborhoods** traditionally considered the core of Downtown need to be strengthened through development controls and investment in community oriented amenities that make Downtown more livable.
- **Key growth areas** such as the Cashman District, 18B Arts District, Medical District, Symphony Park and Historic Westside all need special incentives to reach their full potential as functional mixed use districts. These growing areas will all support and augment the experience of Downtown, improved connectivity to them will be catalytic to the local economy.
- **Spheres of influence** support the Downtown core while benefiting from increased services and improved mobility into and out of Downtown. These areas need help to preserve neighborhood character while attracting investment along key streets and mobility corridors leading in and out of Downtown.

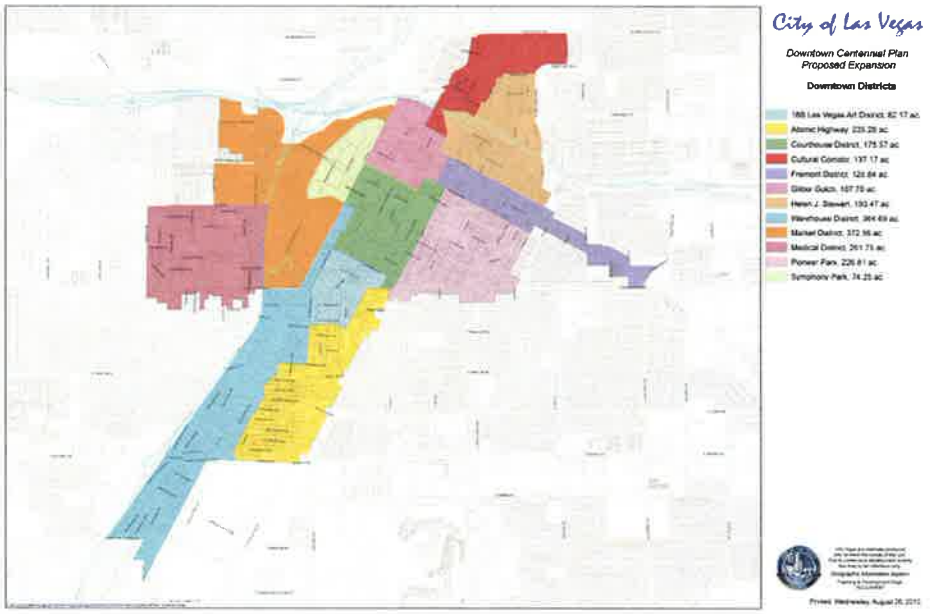

FIG 1.4: 2000 DOWNTOWN CENTENNIAL PLAN

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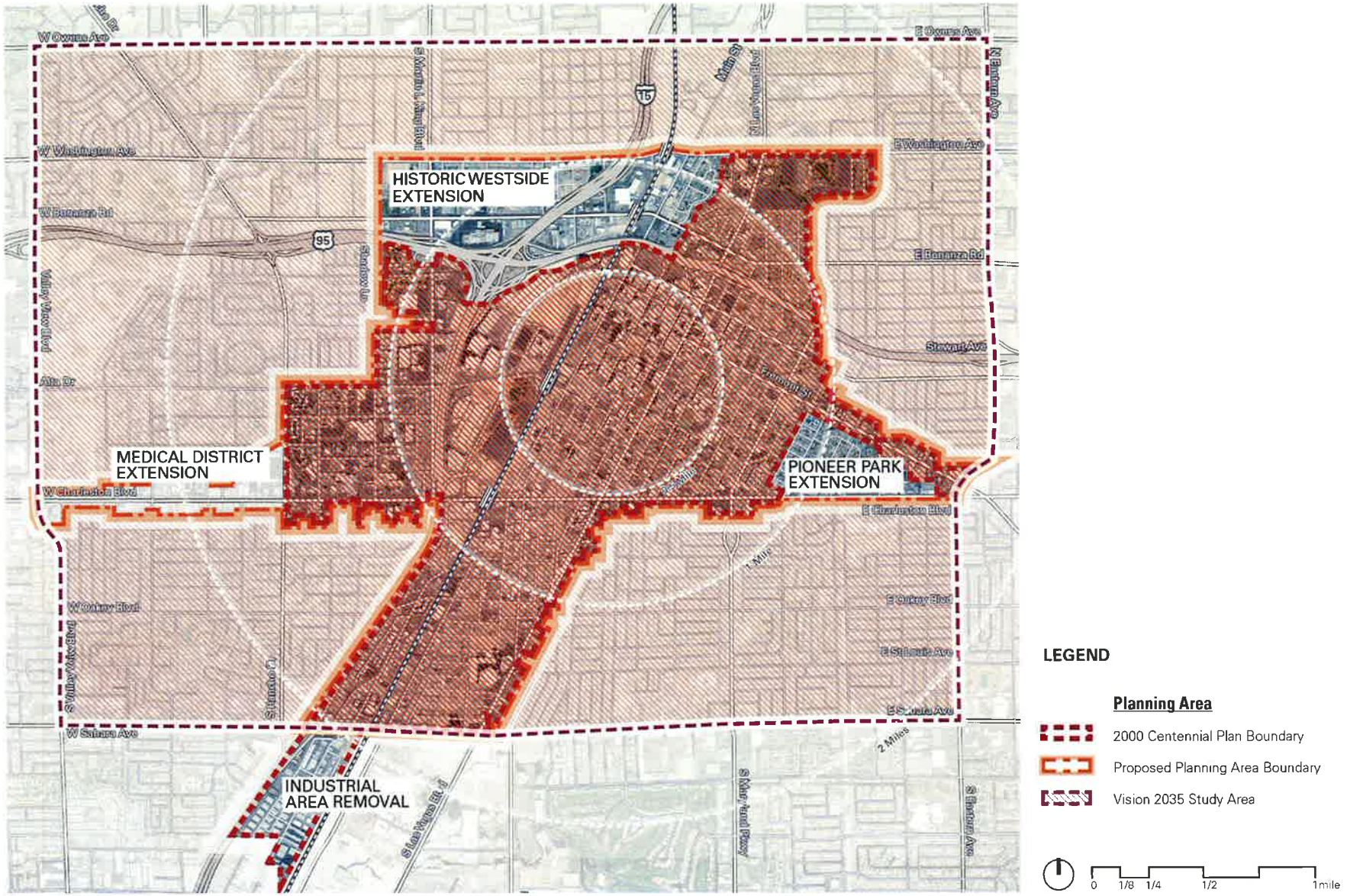

FIG 1.5: EXPANDED PLANNING AREA

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DOWNTOWN VISION & GOALS

A community-focused vision for Downtown Las Vegas will help guide the future success of the City.

VISION

GOALS

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VISION

From the excitement of gaming to historic neighborhoods, the vitality of the Arts District and the creative wave of technology entrepreneurs, the growing Medical District and live events, Downtown Las Vegas is the vital heart of one of the most diverse and compelling cities in North America.

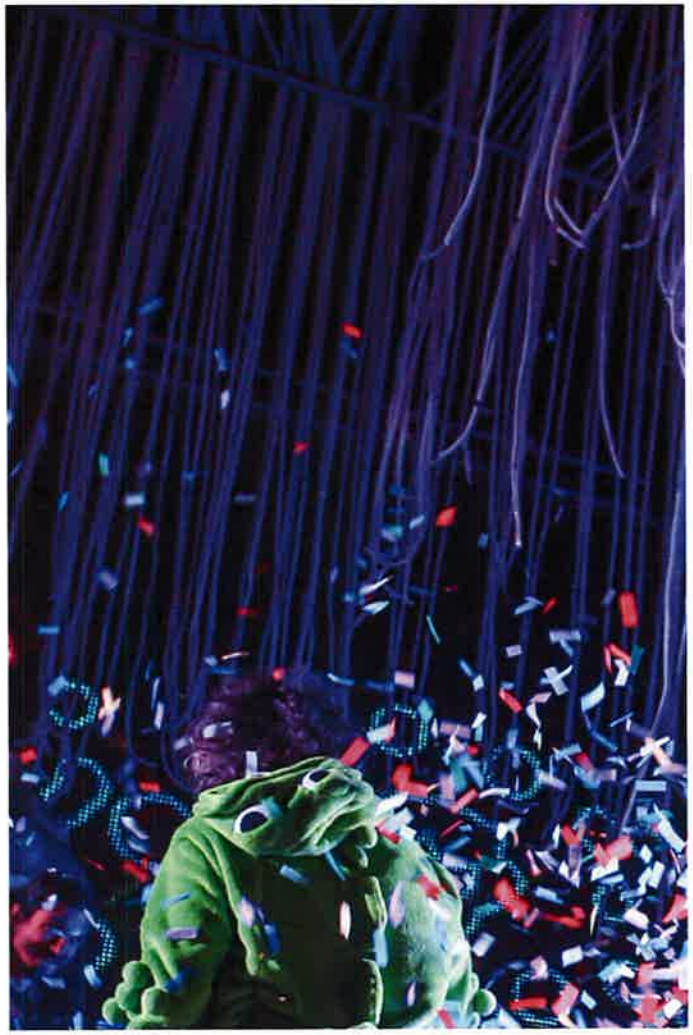

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FIG 2.1: VISION STATEMENT

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GOALS

LAND USE & COMMUNITY DEVELOPMENT

GOAL 1:
URBAN ENVIRONMENT

GOAL 2:
ACCESSIBLE SERVICES

GOAL 3:
VITAL PLACES

URBAN ENVIRONMENT

Downtown will achieve a compact, vibrant, urban environment, focusing higher density mixed-use development around transit hubs and transforming them into nodes of activity, delivering an energetic urban lifestyle and a high-quality physical environment to locals and tourists.

URBAN LIFESTYLE | MIXED-USE | TRANSIT HUB | HIGHER DENSITY | INFILL & REDEVELOPMENT



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ACCESSIBLE SERVICES

Downtown will offer a full range of community resources, incorporating the facilities and space required to meet the social, educational and recreational needs of existing and anticipated populations. Access to basic services and urban amenities, including a range of retail and commercial services for Downtown occupants is needed.

LOCAL RETAIL | BOUTIQUES | DAILY SERVICES | GROCERIES | CAFES | RESTAURANTS | CIVIC FACILITIES



VITAL PLACES

Downtown will present a legible, vibrant city image to tourists and residents, creating vital places to attract new investments and growth. Strengthening Downtown's identity and Districts' characters includes promoting community design guidance, historic preservation and adaptive reuse, and public realm enhancement, as well as establishing a wayfinding system with signage, lighting, and public art.

DISTINCT DISTRICTS | DESIGN GUIDANCE | MULTI-USE GATHERING SPACES | WAYFINDING | PUBLIC ART |



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MOBILITY & SUSTAINABILITY

GOAL 4:
SEAMLESS CONNECTIONS

GOAL 5:
COMMUNITY RESILIENCE

GOAL 6:
GREEN NETWORK

SEAMLESS CONNECTIONS

Downtown will achieve seamless connections throughout by incorporating a multi-modal transportation system to move people and goods with higher efficiency and lower economic and environmental cost. Improving Downtown's mobility system for the establishment of an innovative district in the long term includes expanding the transit and bicycle network, promoting car share/ bike share, enhancing pedestrian linkages, and applying smart mobility technology.

TRANSIT ORIENTED DEVELOPMENT | PEDESTRIAN & BIKE CONNECTIONS | MULTIPLE ACCESS | PUBLIC REALM IMPROVEMENTS



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COMMUNITY RESILIENCE

Downtown will become a resilient community, striving to be the first net zero energy, water, and waste City in the country, by implementing progressive sustainability programs and policies.

NET-ZERO ENERGY USAGE | PHOTO VOLTAIC PANELS | | DISTRICT AMBIENT LOOP | PLUG-LOAD MANAGEMENT |STORMWATER MANAGEMENT | THERMAL STORAGE



GREEN NETWORK

Downtown will create a desert oasis establishing a green infrastructure network consisting of parks, plazas, tree lined streets, and various passive recreational facilities. The green network will provide visitors, workers, and residents with an appealing, thermally comfortable environment, multi-functional spaces for social gatherings, events, and activities; and create connections that link Downtown districts, amenities, and natural resources in the region.

CENTRAL PARK | EVENT PLAZAS | POCKET PARKS | COMMUNITY GARDENS | PLAY COURTS | TRAIL CONNECTIONS | THERMAL COMFORT



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ECONOMICS DEVELOPMENT & STRATEGIC PLANNING

GOAL 7:
DIVERSIFIED ECONOMY

GOAL 8:
ABUNDANT ENTERTAINMENT & CULTURE

GOAL 9:
SMART MANAGEMENT

DIVERSIFIED ECONOMY

Downtown will establish a diversified, sustainable economy, enhancing Downtown's economic competitiveness, as well as drawing new investments, business and talents, from the region and the state to the area. Creating Centers of Excellence associated with educational opportunities and potential economic drivers concentrate human capital around new niche industries, attracting start-ups and fostering long term prosperity.

GAMING & HOSPITALITY | CREATIVE & TECH | MEDICAL & HEALTH CARE | CULTURAL TOURISM | ROBOTICS | CENTERS OF EXCELLENCE | JOBS | EDUCATIONAL OPPORTUNITIES



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ABUNDANT ENTERTAINMENT & CULTURE

Downtown will celebrate its legendary history and culture through new and expanding cultural attractions, fostering arts and entertainment roots, and programming abundant events and festivals. A new art museum will act as an anchor for the area bringing a steady daytime population to 18B Arts District. Life is beautiful, First Fridays, Helldorado, live concerts, as well as various cultural festivals, will take place in Downtown year-around, entertaining locals, tourists, and attracting patrons to Downtown.

MODERN ART MUSEUM | ART GALLERIES | CELEBRATIONS & FESTIVALS | LIVE CONCERTS | SPORTS EVENT | FARMERS MARKET



SMART MANAGEMENT

Downtown will establish an efficient, effective, transparent, and predicative management framework to prolong the prosperity of Downtown's economy. Diverse economic incentives and funding sources prioritized in a Renaissance Zone attract new capital and residents. A unified Downtown BID provides funding and services to support local entrepreneurs. Community benefits programs along with design standards tie economic benefits with public and private realm enhancements delivering a quality environment to locals.

RENAISSANCE ZONE | DOWNTOWN BID | ECONOMIC DEVELOPMENT CAPITAL FUND | STREAMLINED APPROVAL PROCESS | COMMUNITY BENEFIT PROGRAM



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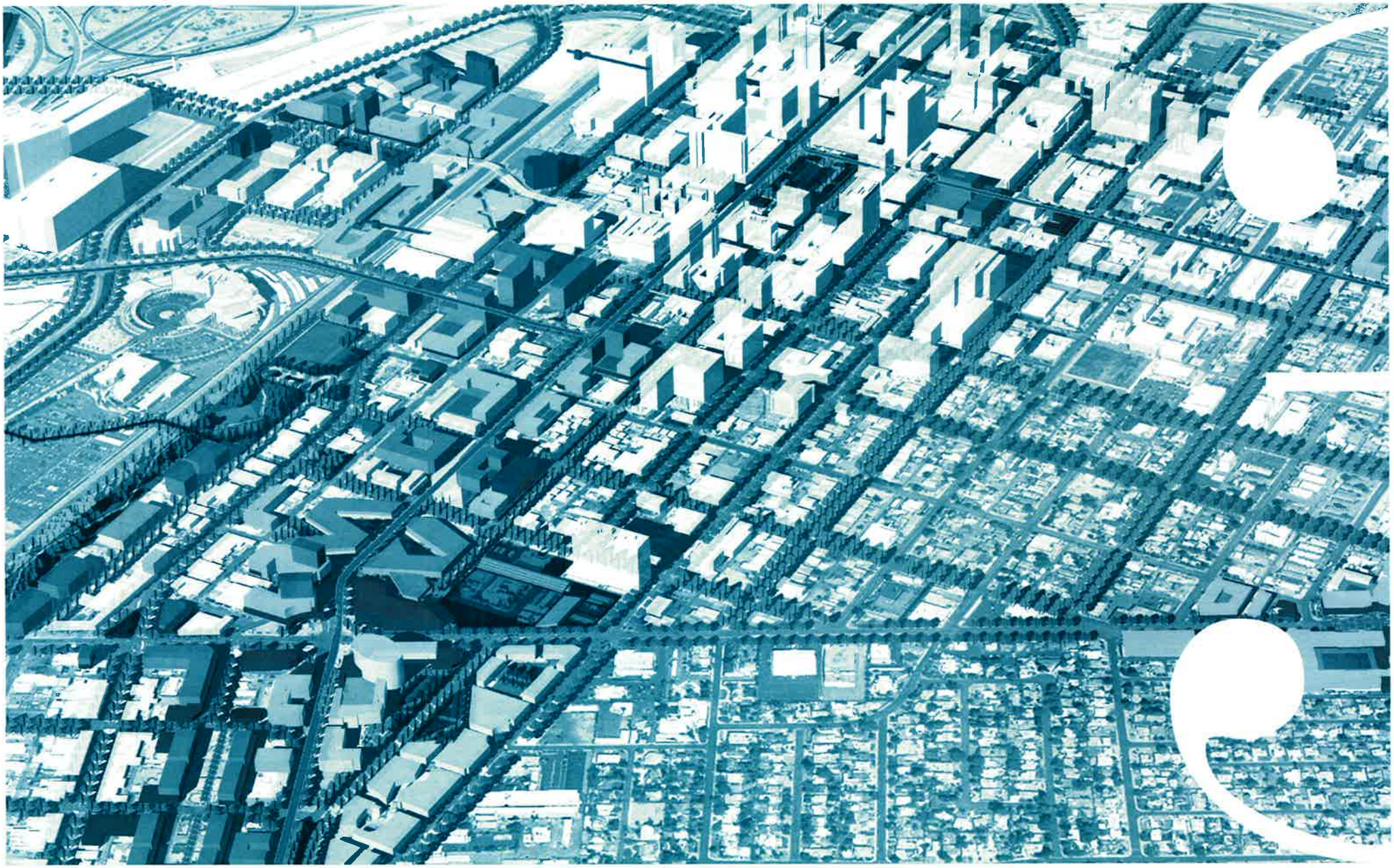

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PREFERRED DEVELOPMENT SCENARIO

The preferred plan incorporates a number of key game-changing ideas articulated by the community and by city leaders.

PREFERRED SCENARIO

INVESTMENT SUMMARY

COMMUNITY BENEFITS SUMMARY

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PREFERRED SCENARIO

The preferred scenario is the result of an intensive study of numerous alternatives. Based upon outreach from online polling and face-to-face interactions, the preferred scenario combines the transportation framework of "Lifestyle Hubs" (Alternative 2) with the investment strategies of "Centers of Excellence" (Alternative 3).

DOWNTOWN IN 2035

The Plan envisions a Downtown of connected districts and neighborhoods that enjoy the highest quality of life and a fully diversified economy. It envisions a region where the physical and social environment is protected for future generations and where all people can better access the abundance of Las Vegas' unique economic, social and natural resources.

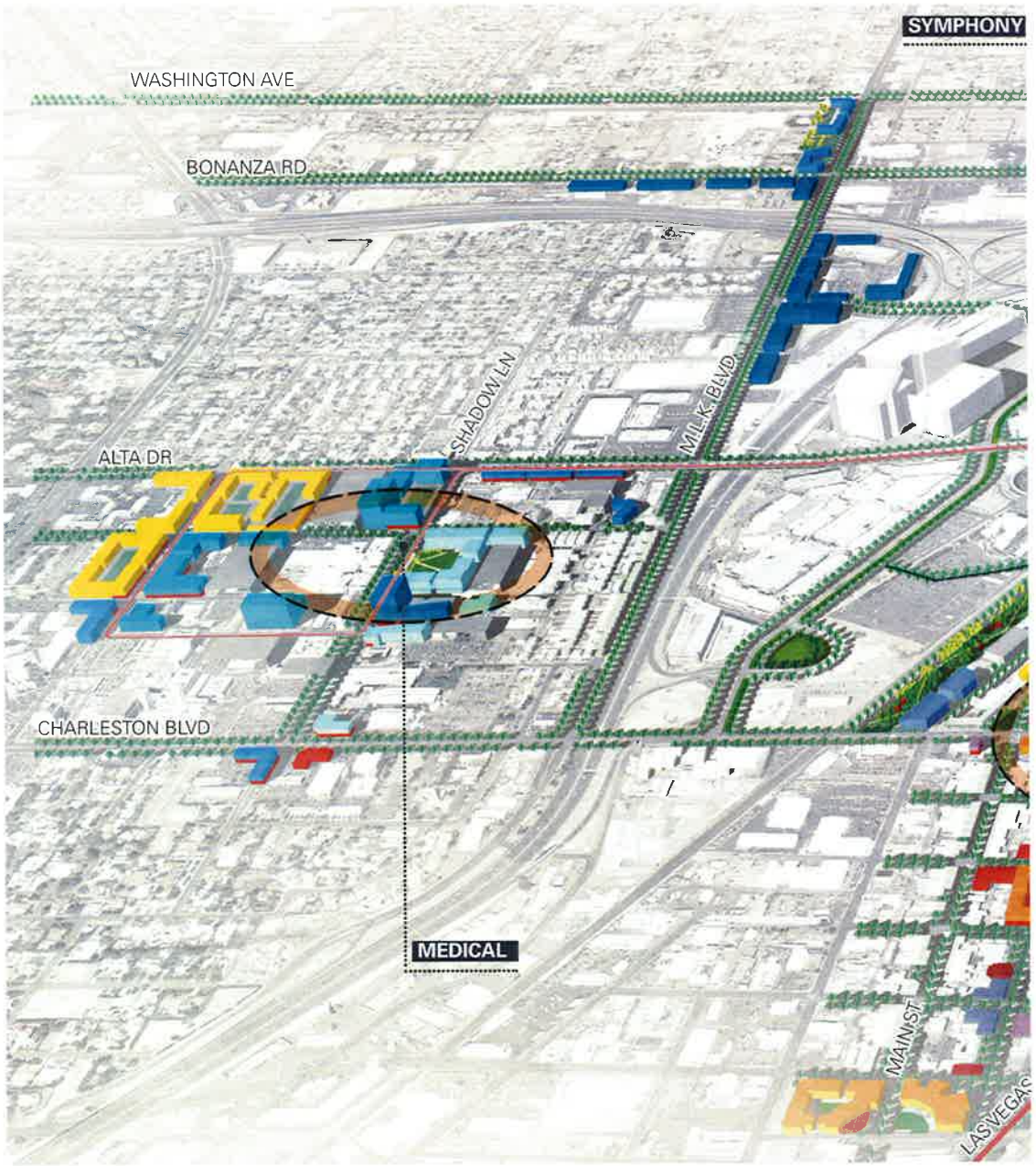

FIG 3.1: ILLUSTRATIVE DOWNTOWN DEVELOPMENT SCENARIO

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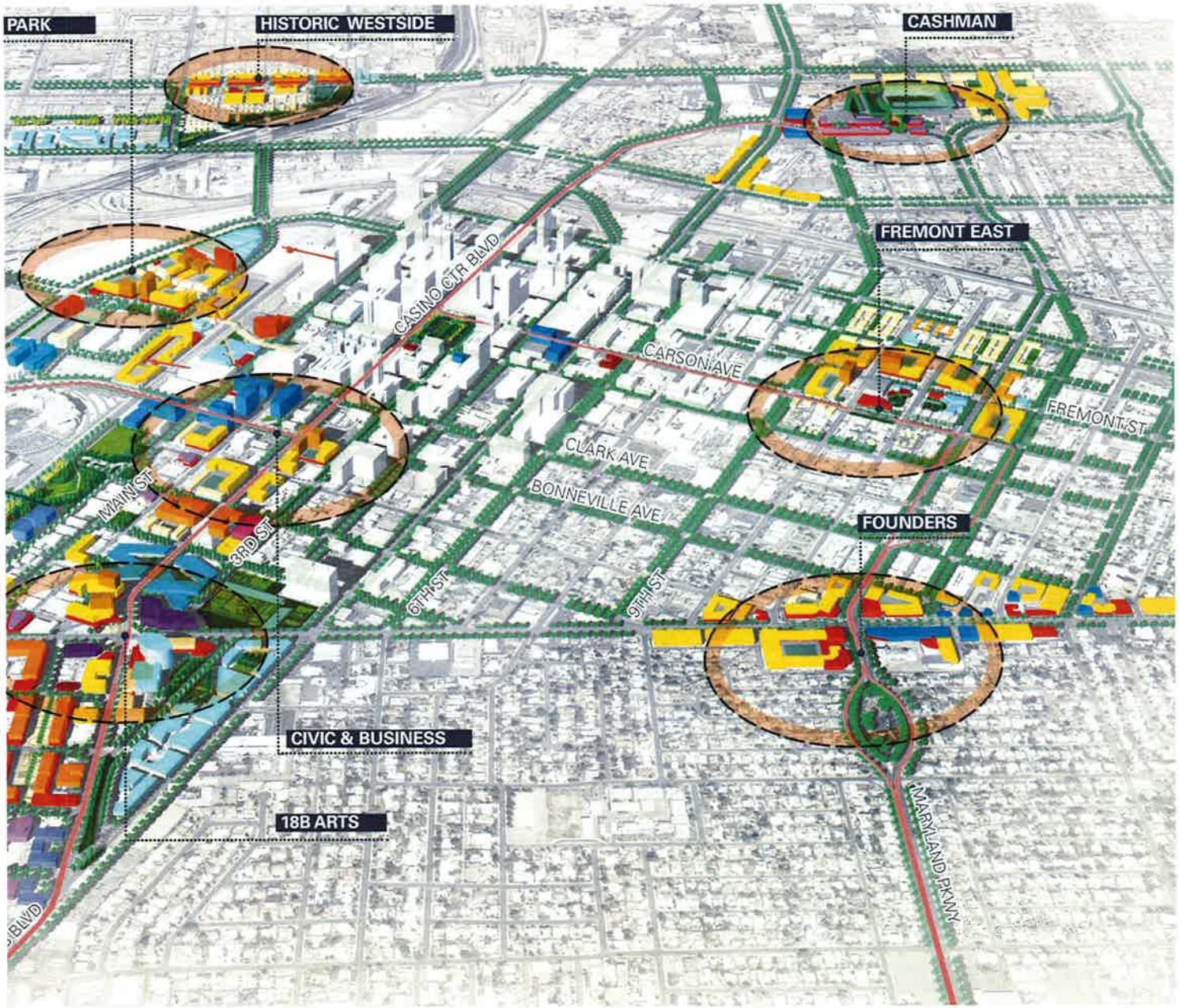

LEGEND

RESIDENTIAL

- SINGLE FAMILY HOME
- DUPLEX / TOWNHOME
- AFFORDABLE / WORKFORCE APARTMENT
- LIVE/WORK LOFT
- HIGH-RISE CONDOS W/ PARKING PODIUM
- STUDENT HOUSING
- SENIOR HOUSING
- TEMPORARY HOUSING

COMMERCIAL

- CAFE / RESTAURANTS / BARS
- SERVICE RETAIL
- LOCAL ENTERTAINMENT
- BUSINESS HOTEL

OFFICE / EMPLOYMENT

- PROFESSIONAL OFFICE
- CLASS-A OFFICE
- TECH R&D INCUBATOR
- MEDICAL OFFICE / LAB
- MEDICAL SUPPLY MANUFACTURING
- MUSEUM
- GALLERY
- CREATIVE OFFICE / MAKER SPACE

CIVIC / INSTITUTIONAL

- CONVENTION CENTER
- REPERTORY THEATER
- COMMUNITY / SENIOR CENTER
- VOCATIONAL SCHOOL
- UNIVERSITY RELATED
- K-12 EDUCATION
- STADIUM

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ILLUSTRATIVE PLAN

EXISTING RESOURCES

1. CITY HALL
2. REGIONAL TRANSIT CENTER
3. SYMPHONY PARK
4. THE SMITH CENTER & CHILDREN'S MUSEUM
5. WORLD MARKET CENTER
6. FREMONT STREET EXPERIENCE
7. ZAPPOS
8. DOWNTOWN CONTAINER PARK
9. MUNICIPAL POOL & DULA GYM
10. NEON MUSEUM
11. OLD MORMON FORT / HISTORIC NATURAL MUSEUM
12. BOYS & GIRLS CLUB OF AMERICA
13. COSTCO
14. UNIVERSITY MEDICAL CENTER
15. UNLV MEDICAL SCHOOL
16. LAS VEGAS NORTH PREMIUM OUTLETS
17. CLARK COUNTY GOVERNMENT CENTER

PROPOSED PROGRAMS

CIVIC & BUSINESS DISTRICT

1. CENTRAL PARK
2. BUSINESS HOTEL
3. DOWNTOWN VOCATIONAL SCHOOL
4. TEMPORARY STREET CLOSURE FOR EVENTS
5. CLASS-A OFFICES
6. MIXED-USE PROJECTS
7. 3RD ST LINEAR PARK
8. LAS VEGAS BLVD LRT
9. COMMUNITY SPORTS PARK & SCULPTURE PARK
10. TECH OFFICES / R&D / INCUBATOR
11. RAILROAD BIKE / HIKE TRAIL

18B ARTS DISTRICT

12. K-12 CAMPUS
13. MODERN ART MUSEUM
14. TRANSIT PLAZA
15. DOWNTOWN UNLV CAMPUS + STUDENT HOUSING
16. ARTIST LIVE/WORK LOFTS
17. "MAKER" SPACES
18. ART GALLERIES
19. OUTDOOR GATHERING SPACES
20. SENIOR HOUSING / VETERAN HOUSING

SYMPHONY PARK DISTRICT

21. CONVENTION CENTER & HOTEL
22. MIXED HOUSING PROJECTS
23. MUSIC SCHOOL & STUDENT HOUSING
24. MEDICAL OFFICE & LAB
25. RAILROAD WALKING LOFTS
26. REPERTORY THEATER
27. SHADED OUTDOOR DINING SPACES

FREMONT EAST DISTRICT

28. MIXED HOUSING PROJECTS
29. TEMPORARY HOUSING & CLINIC
30. COMMUNITY PARK & URBAN GROCERY
31. COMMUNITY CENTER & CONTINUING EDUCATION
32. SENIOR CENTER & SENIOR HOUSING

FOUNDERS DISTRICT

33. MARYLAND PKWY LRT
34. MIXED USE PROJECT
35. HUNTRIDGE THEATER RENOVATION
36. LIVE / WORK LOFTS

CASHMAN DISTRICT

37. SOCCER STADIUM
38. CREATIVE OFFICE ABOVE SHOPS
39. GREEN LAWN
40. MIXED HOUSING PROJECTS
41. TOWNHOMES

HISTORIC WESTSIDE DISTRICT

42. WESTSIDE VOCATIONAL SCHOOL (HISTORIC MOULIN ROUGE)
43. LIVE WORK LOFTS
44. FLEX OFFICES

MEDICAL DISTRICT

45. MEDICAL SUPPORT SERVICES / MEDICAL SUPPLY MANUFACTURING
46. MEDICAL OFFICES / R&D INCUBATOR
47. MIXED HOUSING PROJECTS
48. MEDICAL CAMPUS & NEIGHBORHOOD GREEN



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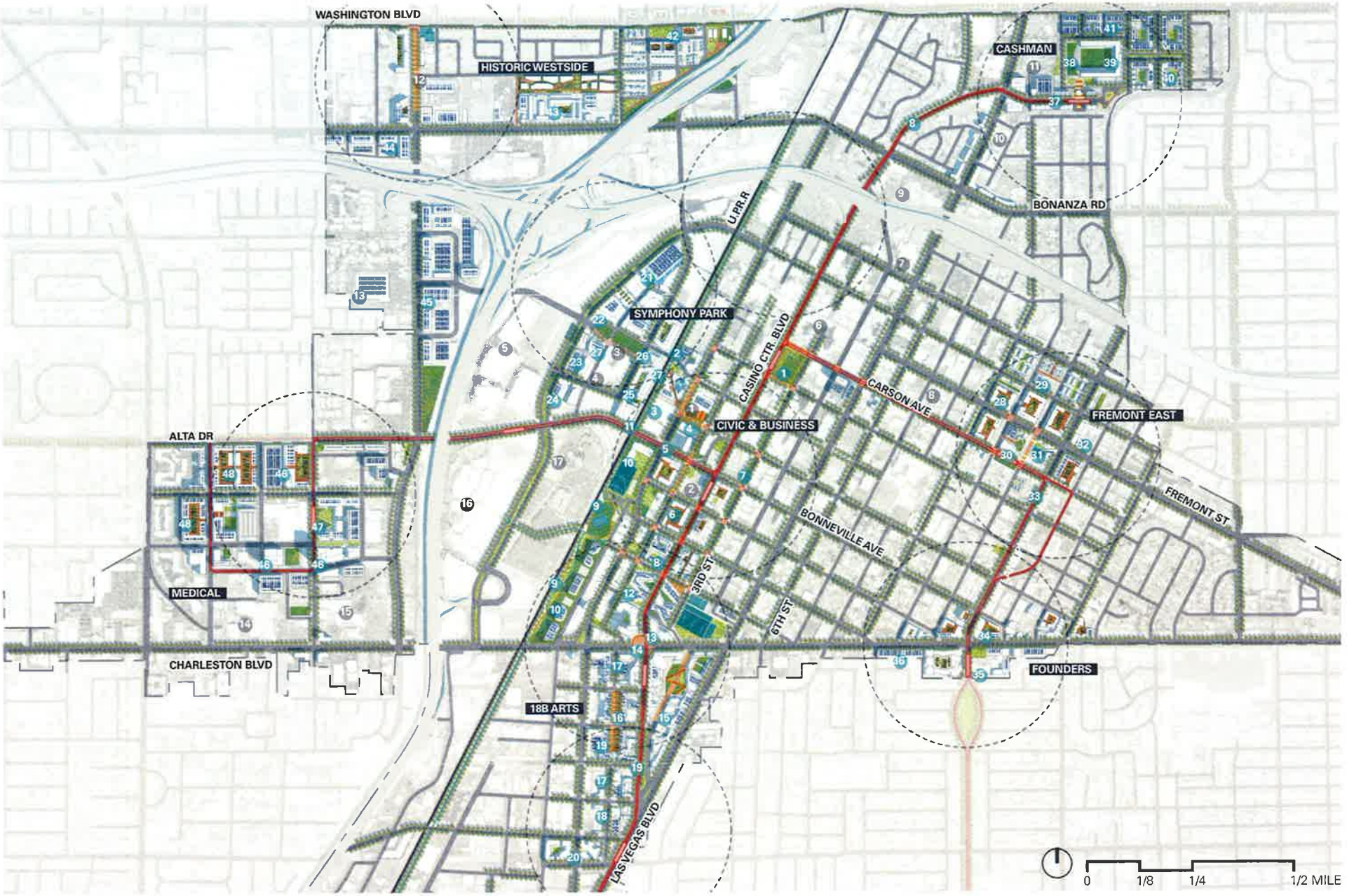

FIG 3.2: CONCEPTUAL ILLUSTRATIVE PLAN

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PLAN OFFER



URBAN SCALE OF DEVELOPMENT

2800 acres, 640 of which is available for development. A true city - scale opportunity.



TARGETED NICHE INDUSTRIES

Downtown offers High Speed Infrastructure, space for Build-to-Suit HQ campuses, creative offices as well as flexible incubator space. Significant investments are being made in new technical training facilities oriented around key skill sets, such as medical, hi tech manufacturing, customer fulfillment, hospitality, food production, and sustainability.



IMPROVED CONNECTIVITY

New subway and light rail lines are proposed that connect Downtown to the Strip, Airport, and University, an elevated tram linking Symphony Park to the Casino Core, a Parking Management District, Car and Bike Share networks, and a Downtown Circulator are all part of improved mobility planned for Downtown Las Vegas.



CLUSTERS OF MIXED USE

Mid-rise residential in various formats, with integrated parking and community oriented retail and amenities are proposed, connecting to transit improvements throughout the district. Lofts, live/work spaces, townhouses, and similar formats are encouraged.



LOCAL RETAIL & ENTERTAINMENT

Convenience shopping, entertainment, boutiques and restaurants clustered around transit hubs will support a growing local population. Locavore concepts, combining local chef run restaurants with nearby produce markets are being explored.



CONVENTION SPACE & TOURISM

Fremont Street and the expanding gaming and leisure industry will continue to grow in the district, with potential for at least several major new hotels as well as improved access from major freeways and the Strip. An urban format convention center and convention hotel should also be explored to support the World Market Center.



ARTS & CULTURE

A major art museum and a school of fine art should be explored as a part of Downtown Las Vegas' ongoing cultural growth. Expanded event programming around The Smith Center and 18B Arts District should be coordinated with other annual events as part of a City-run yearly calendar.



DOWNTOWN MANAGEMENT ORGANIZATION

A Business Improvement Districts will offer services that promote investment and long term partnerships within defined areas within the District.

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DEVELOPMENT YIELD SUMMARY

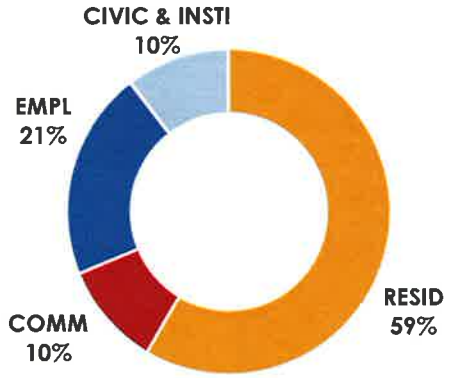
The following yield summary is for illustrative purposes only and assumes the super aggressive scenario. **The super aggressive scenario** is based upon a number of incentives and investments, including 1) **creating streamlined governance** through expedited approvals and form based coding that will clarify the city's expectation for development; 2) **targeted land assembly and redevelopment zones** for public and private investment; 3) **creation of a district wide business improvement district (BID)**; 4) **investment in infrastructure** including public streets and open space networks, and 5) **creation of key partnerships** with educators, major sports, cultural institutions, and major businesses to promote investment in downtown. It is thought these strategies could triple market demand over the next 20 years.

- The total amount of conceptual development for the 2035 planning horizon based on the super aggressive development scenario, is approximately **12 million sq. ft.**, about 25% higher than the market projection.
- Roughly 60% of future development is anticipated to be residential, this includes approximately **6,500 dwelling units**, encompassing townhomes, duplexes, workforce, luxury, live/work lofts, and special housing types (i.e., senior, veteran, and temporary housing.) The conceptual housing yield is approximately 150% of the market projection.
- Around 10% of future development will be commercial uses, of which approximately **739,000 sq. ft.** is retail and related uses (33% lower than the market demand.) New hospitality development is around 515,000 sq. ft., including resorts & casinos, business hotels, and a convention center. This sector is around 50% lower than the market projection though it could be counterbalanced by a higher housing unit development in the future.
- Approximately 21% of future development is employment, around **2.5 million sq. ft.**, including professional office, Class-A office, R&D incubators, and light manufacturing flex, absorbing 80% of the market demand.
- 11% of the development is expected to be civic and institutional, approximately **1.2 million sq. ft.**, including public/semi-public facilities, institutional, and a K-12 campus.

TABLE 3.1: YIELD SUMMARY BY LAND USE TYPE

LAND USE	GROSS FLOOR AREA (SF)
RESIDENTIAL	**6,889,500**
(Dwelling Units)	6,471
COMMERCIAL	**1,214,500**
RETAIL	699,500
HOSPITALITY	515,000
EMPLOYMENT	**2,456,000**
OFFICE	2,117,000
R&D	339,000
CIVIC & INSTITUTIONAL	**1,219,500**
CIVIC	260,500
INSTITUTIONAL	745,000
K-12 EDUCATION	214,000
TOTAL BLDG AREA (GSF)	**11,779,500**
OPEN SPACE	
NEW PARKS	**24 (AC)**
NEW GREEN STREETS	**30 (MI)**

CONCEPTUAL DEVELOPMENT LAND USE MIX



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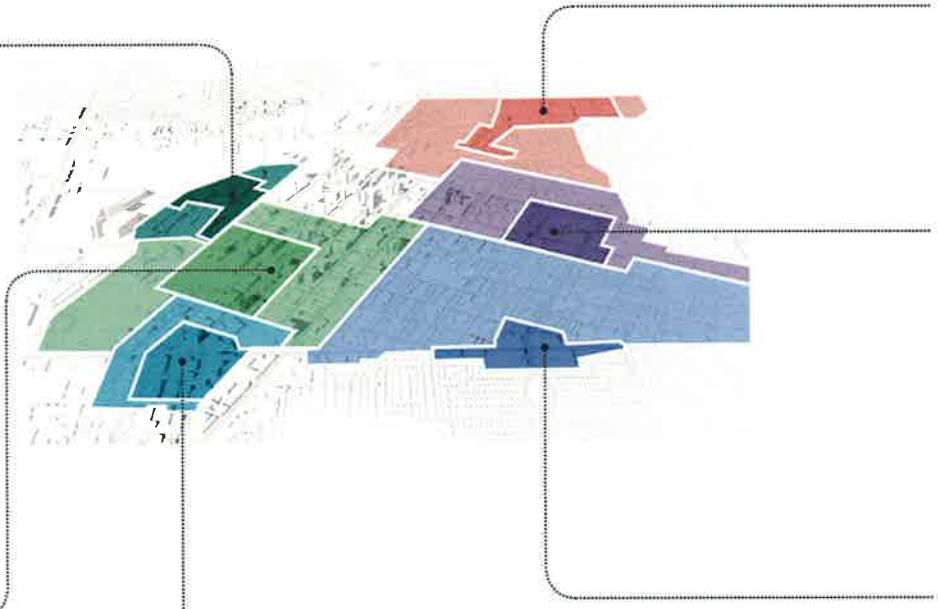
FEATURED DISTRICTS

SYMPHONY PARK DISTRICT

A cultural and living district better connected to downtown.





CIVIC & BUSINESS DISTRICT

A downtown core and more.



18B LAS VEGAS ARTS DISTRICT

A diverse community and regional showcase for the arts.



FIG 3.3: DOWNTOWN FEATURED DISTRICTS

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FREMONT EAST DISTRICT

Improved affordability, safety and amenity.



CASHMAN DISTRICT

A community of entrepreneurs anchored by sports and culture.



FOUNDERS DISTRICT

A historic neighborhood augmented with transit-oriented mixed-use.

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STREETS FOR PEOPLE



FROM THIS ...

Many streets in Downtown such as Main Street are heavily preferential to auto movement resulting in low intensity development along the street corridor, and extremely limited pedestrian activity.



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FIG 3.4: STREET IMPROVEMENT RENDERING

TREES, WIDE SIDEWALKS, AND OTHER PEDESTRIAN AMENITIES CREATE AN "ADDRESS" FOR PEOPLE TO SPEND TIME.

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A GREENER DOWNTOWN



FROM THIS ...

Just because the City is in the desert does not mean that Downtown cannot be much greener. Integration of drought-tolerant plants and xeriscaping along with open spaces that take advantage of the "seams" of Downtown (such as railroad right-of-ways, major streets, etc.) can provide more shade and a pleasant walking environment.



PALO VERDE TREE

INDIGENOUS PLANT TYPES, SUCH AS THE PALO VERDE TREE, DO WELL IN URBAN ENVIRONMENTS.

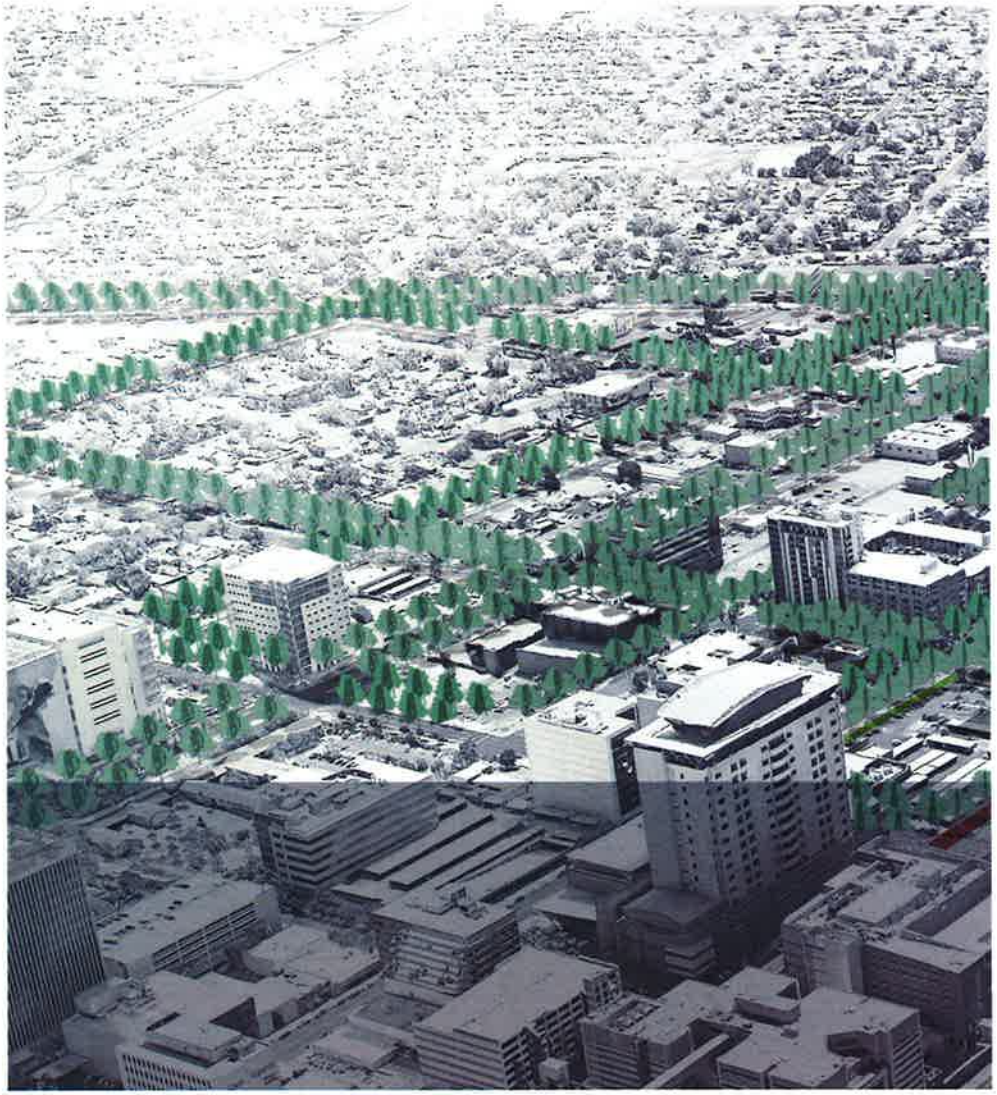

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FIG 3.5: DOWNTOWN GREEN INFRASTRUCTURE RENDERING

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REGIONAL DESIGN: LEARNING FROM LAS VEGAS

As Robert Venturi once worried; "What will happen to the Strip (or in this case, Downtown) when the tastemakers take over?"

Some might say the next phase of work in Downtown after the Vision 2035 plan is approved might be one for concern. However, it is important to make the distinction between the **urban design and planning strategies** proposed in this document, and **design guidelines and standards**, which determine the aesthetics of buildings and places, which are yet to be created.

Although the Masterplan identifies key functional moves for downtown, it is important to recognize that important work still needs to be done by individual designers to make downtown distinctly Las Vegas; rooted in place. Local. To the degree that these projects need aesthetic guidance, there is work yet to be done beyond this plan.

It is important to create a representative process that continues to encourage unique design thinking in Las Vegas. To that end, we recommend the following measures:



ROBERT VENTURI; LAS VEGAS, 1966.

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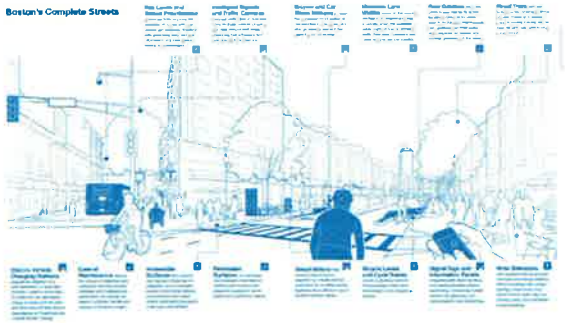
DESIGN GUIDELINES

Should be developed for the public and private realm, potentially on a district by district basis. Both citizens and design professionals should be involved in their drafting. Guidelines should inspire people to do great design work. They should offer basic strategies and best practices for new development and adaptive reuse, desert specific landscape, preservation of historic properties, signage guidelines, as well as other issues as appropriate.



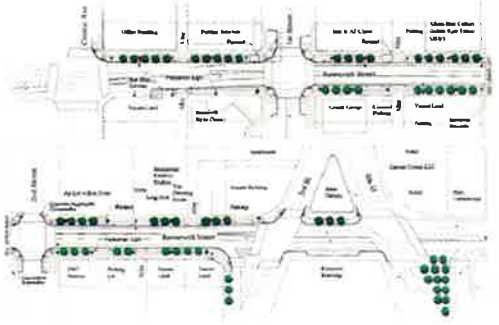
DESIGN REVIEW

Each district should have a say in determining what their aesthetic vision for their district is, and a board of concerned local residents (a design review board, or DRB) is often the best way to do it. An elected or appointed position; a DRB board member should have a set term, making design recommendations on a project by project basis for consideration at the City approval level.



AREA PLANS

Every district should have the ability to plan its district in more detail. The DRB would then have a template to help with its review process. Issues the plans could address include land use recommendations not covered in the vision 2035 plan, detailed study areas, or standards for urban conditions particular to the district.



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INVESTMENT SUMMARY

The Plan recommends that key investments are made in six key areas, each will strengthen Downtown's ability to compete.

- **Streamlined Governance** will enhance the predictability for developers and show a commitment to the development community that is necessary to attract investment.
- **Identify Catalytic Projects** are important to create early successful projects that demonstrate the benefit of new opportunities to the development community.
- **Creative Financial Incentives** can help to bridge the gap to make developments viable.
- **Infrastructure Investments** can add value to properties, especially along major corridors.
- **Public Private Partnerships** create new opportunities for investment in Downtown that helps expand the local and regional economy.
- **A Business Improvement District** improves general perceptions of an acre, while giving business owners better control over how best to manage commercial activity in Downtown.

The cumulative effect of these measures is to promote economic growth while forecasting maximum impact in key areas that will further implementation of the shared vision.

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TABLE 3.2: KEY INVESTMENTS MATRIX

STREAMLINED GOVERNANCE	CATALYTIC PROJECTS	CREATIVE FINANCIAL INCENTIVES	INFRASTRUCTURE INVESTMENT	PUBLIC-PRIVATE PARTNERSHIPS	BUSINESS IMPROVEMENT DISTRICT
					
Adopt form-based coding	Institute eminent domain / purchase of key parcels	Focus incentives on transit hubs	Expand transit network, including light rail system & downtown circulator	Attract target institutions & niche industries	Advance downtown-wide priorities / support efforts of individual districts
Offer zoning incentives (density bonus, etc.)	Utilize land banking / leverage properties under public ownership	Offer suite of local incentives (property tax incentives, micro-loans, off-site improvements, etc.)	Build green streets	Realize catalytic projects	Undertake measures to improve safety & security
Employ fast-track permitting / administrative review procedures (60-day average)	Use for priority redevelopment site and catalytic projects	Establish economic development capital fund	Introduce comprehensive wayfinding system	Promote workforce education & training	Help fund downtown circulator
Downtown planning department (3-4 new employees)				Support incubator and accelerator programs	Oversee management of downtown parking
					Coordinate branding and marketing, and events programming

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COMMUNITY BENEFITS SUMMARY

When implemented, the Plan will provide tangible benefits to the Downtown community. These include significant economic, social, and environmental improvements in district performance.

SOCIAL & ECONOMIC BENEFITS

960,000 SF OF
EDUCATIONAL FACILITIES
FOR LEARNING & OCCUPATIONAL TRAINING

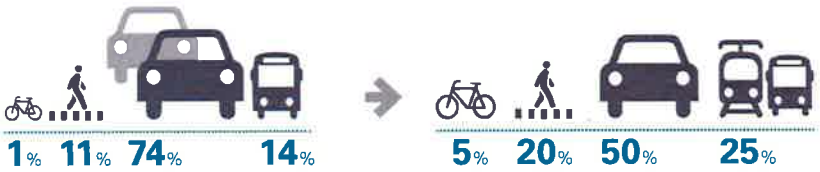
16,000
PERMANENT JOBS GENERATED
SOURCE: THE INSTITUTE OF TRANSPORTATION ENGINEERS (ITE) & THE URBAN LAND INSTITUTE (ULI)

2,500 UNITS OF
AFFORDABLE HOUSING CLOSE TO TRANSIT
ASSUME 40% OF HOUSING UNITS ALL WITHIN 5-MIN WALK OF TRANSIT

739,000 SF NEW OPENED
RETAIL & SERVICES

ENVIRONMENTAL BENEFITS

COMMUTE MODE SPLIT FOR DOWNTOWN RESIDENTS



SOURCE: FEHR & PEERS

COMMUNITY RESILIENCY

50% OF
DOWNTOWN ENERGY PROVIDED BY
GREEN POWER

75 % WASTE
DIVERTED FROM LAND FILLS

SOURCE: THE INTEGRAL GROUP

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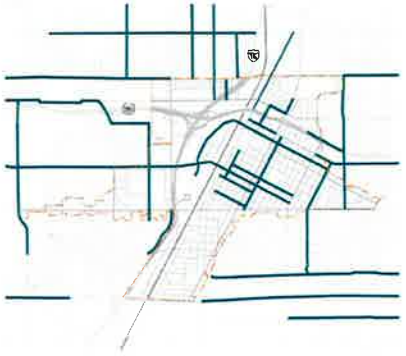
TABLE 3.3: PUBLIC REALM IMPROVEMENT MATRIX

EXISTING PARKS + PLAZAS



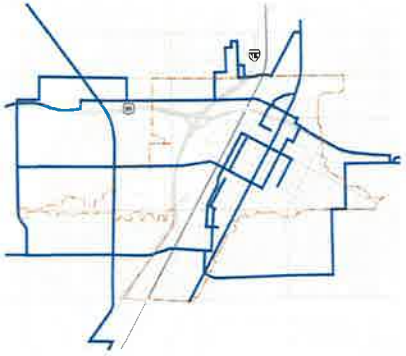
24 AC

EXISTING BIKE NETWORK



7 LINEAL MILES

EXISTING URBAN TRAILS



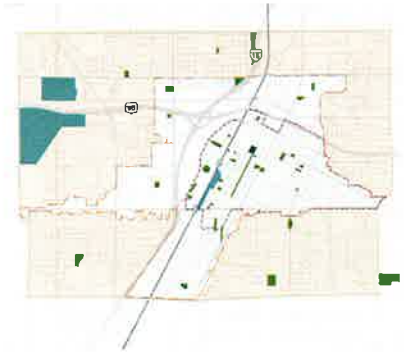
15 LINEAL MILES

EXISTING TREE CANOPY



15 AC

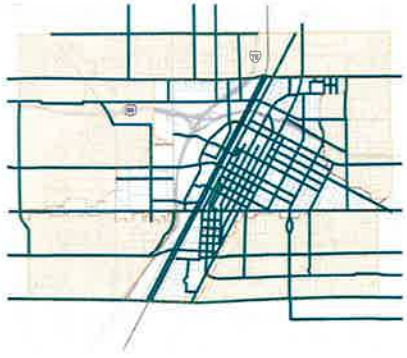
PROPOSED PARKS + PLAZAS



48 AC

200%

PROPOSED BIKE NETWORK



48 LINEAL MILES

685%

PROPOSED URBAN TRAILS



45 LINEAL MILES

300%

PROPOSED TREE CANOPY



245 AC

1600%

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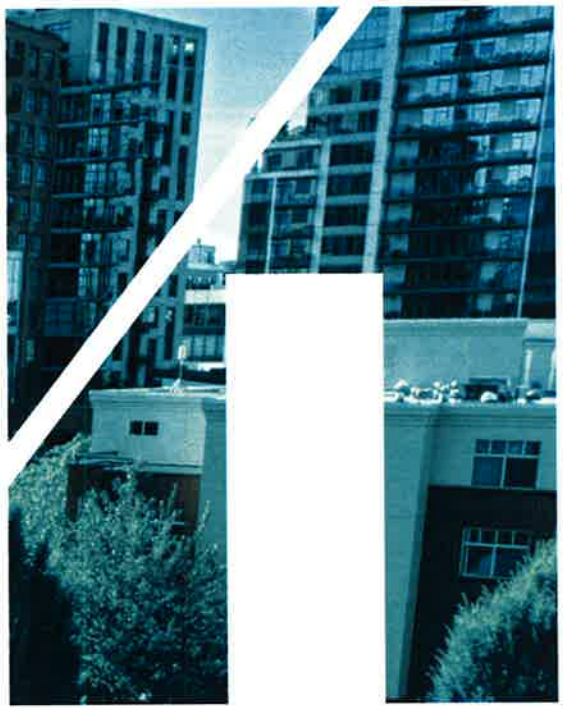

LAND USE & COMMUNITY DEVELOPMENT

Goals and policies around land use and community development will help build cohesive neighborhoods promoting a better quality of life.



LAND USE & HOUSING

COMMUNITY RESOURCES & SERVICES

COMMUNITY CHARACTER & DISTRICT IDENTITY

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LAND USE & HOUSING



GOAL 1: URBAN ENVIRONMENT

Downtown will achieve a compact, vibrant urban environment, focusing higher density mixed-use development around transit hubs and transforming them into nodes of activity, delivering an energetic urban lifestyle and high-quality physical environment to locals and tourists.

Shaping a vibrant, compact urban environment and revitalizing Downtown's housing market includes the following key aspects:

BUILDING HIGHER-DENSITY, MIXED-USE TRANSIT HUBS

- The Plan identifies 10 transit hubs along transit corridors and aims to promote compact, mixed-use development through infill and redevelopment on vacant/declined properties around the station area.
- These hubs are also considered catalytic sites for concentrating incentives and investments to facilitate development in the early phases and further trigger new development in the vicinity where appropriate.

SHAPING VIBRANT & LIVABLE URBAN DISTRICTS

- To incorporate daily services, jobs, and educational opportunities within each hub and/or along transit corridors, the Plan creates a mosaic of nodes of activity (lifestyle-, employment-, and cultural/entertainment-focused hubs) in order to deliver a vibrant urban lifestyle to locals.
- The Plan encourages providing a pedestrian scaled, walkable environment with transit links and a bicycle network to build walkable and bikable urban districts, and to encourage a healthier living environment.

PROVIDING DIVERSE HOUSING OPTIONS

- The development of urban housing will play a lead role in revitalizing Downtown and attracting investments and growth, while counterbalancing the transient nature of the urban core.
- The Plan encourages diversity in residential product (including plexes, townhomes, apartments, and high-rise condominiums) and price points (market-rate, affordable, etc.) to attract a diversity of residents and establish a significant Downtown population.
- The Plan also calls for provision of special housing types including temporary/veteran, senior, and student housing to meet the diverse housing needs.

STABILIZING AND IMPROVING ESTABLISHED NEIGHBORHOODS

- To conserve existing residential neighborhoods, reduce crime, and improve the physical living environment, the Plan encourages infilling community amenities and pocket parks (transformed from vacant properties), providing transit access, and improving the public realm through streetscape enhancement and bicycle network expansion.

COORDINATING GREEN INFRASTRUCTURE W/ DEVELOPMENT

- Downtown lacks open space to provide locals and tourists with a comfortable walking environment and outdoor gathering spaces. The Plan calls for creating a green infrastructure network associated with developments downtown-wide. The network should be comprised of parks, event plazas, outdoor recreational facilities, trails and green streets.

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TABLE 4.1: LAND USE AND HOUSING POLICY

1	PROMOTE **TRANSIT-ORIENTED DEVELOPMENT**	Direct higher intensity development toward transit hubs to achieve critical mass, generate activity, and revitalize surrounding areas.	Cluster jobs, housing, and commercial and civic amenities around major transit stops to support urban living, add convenience, and build community.	Prioritize transit-oriented development in the urban core, while accommodating long-term growth in Downtown's peripheral districts.
2	ENCOURAGE **STRATEGIC INFILL**	Promote infill development and selective redevelopment of keys sites to reverse the trajectory of Downtown's zones of disinvestment and decline.	Incentivize infill development of vacant and underutilized properties, especially within the urban core and surrounding identified transit hubs.	Target catalytic projects that anchor districts, serve the public, and attract patrons, in addition to promoting mixed-use and residential infill development.
3	INCREASE **RESIDENTIAL OPTIONS**	Provide for quality housing at a range of income levels and price points, emphasizing housing product that captures the underserved multi-family market.	Supply workforce and market rate units that will expand and diversify Downtown's housing stock, and support growth in Downtown employment.	Develop housing for urban lifestyles and age-targeted markets, especially millennials and empty nesters that favor a downtown environment.
4	INTEGRATE **SPECIAL NEEDS HOUSING**	Accommodate special needs housing and associated services for distinct population groups such as students and seniors.	Integrate transitional housing for disadvantaged veterans and homeless populations, identifying suitable locations that offer reasonable access to support services.	Explore opportunities to selectively transform vacant and underutilized motels into well-managed SRO's and transitional housing.
5	BUILD **VIBRANT URBAN NEIGHBORHOODS**	Develop a significant housing component in Downtown, creating healthy urban neighborhoods that support a range of commercial service and retail activities.	Promote higher density housing aligned with smart growth concepts of compact, walkable neighborhoods and mixed-use development.	Prioritize development of a mid-rise housing component in the Downtown core, for example, accommodating urban loft and live-work housing products.
6	UNDERTAKE **NEIGHBORHOOD IMPROVEMENT**	Encourage residential infill and redevelopment of vacant and blighted properties to stabilize and reverse decline in Downtown's maturing multi-family zones.	Explore opportunities to rehabilitate and reposition distressed multi-family complexes, for example, as more sustainable mixed-use and mixed income environments.	Improve access and connections to Downtown services, shopping, and amenities for peripheral neighborhoods, for example, through better transit and pedestrian linkages.
7	CONSERVE **ESTABLISHED RESIDENTIAL NEIGHBORHOODS**	Ensure contextually sensitive development within mature residential neighborhoods, in particular, by adopting standards and guidelines that implement needed protections.	Limit commercial encroachment on established residential neighborhoods, in particular, by restricting the conversion of homes to commercial use.	Support efforts to restore and retain historic residences, for example, through property tax relief and home rehabilitation programs.

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LAND USE CONCEPT

RESIDENTIAL

The residential category includes a variety of residential types, such as single-family detached, plexes, townhomes, apartments, and high-rise condominiums. The Plan aims to do the following:

- Conserve and strengthen current neighborhoods through public realm improvements and infilling housing projects, as well as small pocket parks and amenities on vacant parcels.
- Infill medium- and high-density apartments and condominiums around the transit stations to add density to the downtown core.

COMMERCIAL AND EMPLOYMENT

The commercial & employment category includes two major land use categories 1) commercial uses, and 2) employment uses.

- Commercial uses include service commercial and general commercial uses. The Plan encourages commercial uses to be associated with transit hubs to provide adequate and accessible community amenities and services.
- The employment category includes office and light industrial/research uses. The Plan proposes to infill Class-A offices on vacant parcels surrounding BTC to accommodate the recent growing needs of office spaces in Downtown while upgrading the industrial and warehouse zones in the Design District and Historic Westside District to accommodate research incubator and coworker uses.

MIXED USE

The mixed use category allows for a mix of uses that are normally allowed within residential, service commercial, general commercial (especially hospitality), and office land use categories. The Plan proposes to do the following:

- Concentrate mixed use patterns around transit stations or along transit corridors to facilitate higher density and compact transit-oriented development.

CIVIC AND INSTITUTIONAL

The civic and institutional category allows for large government building sites and complexes, educational facilities, police and fire stations, hospitals, and other uses considered public or semi-public. The Plan proposes to do the following:

- Maintain and strengthen current civic uses in the Downtown Core; and also encourage adaptive reuse of some underutilized governmental/civic buildings to accommodate potential growth in the future.
- Include institutional/educational uses incorporating a K-12 campus, university/college facilities (i.e., UNLV Downtown campus and Medical School expansion), and several continuing education facilities.

OPEN SPACE

The open space category allows public parks and recreation areas such as public and private golf courses, trails, easements, etc. The Plan proposes to incorporate the following:

- A central park, 8-9 neighborhood parks, a community sports park and a sculpture park.
- Linear green infrastructure that links public parks and semi-public outdoor gathering spaces in the Downtown area, including the 3rd Street Linear Park, bike/pedestrian trails along the UPRR track, and the green street network.

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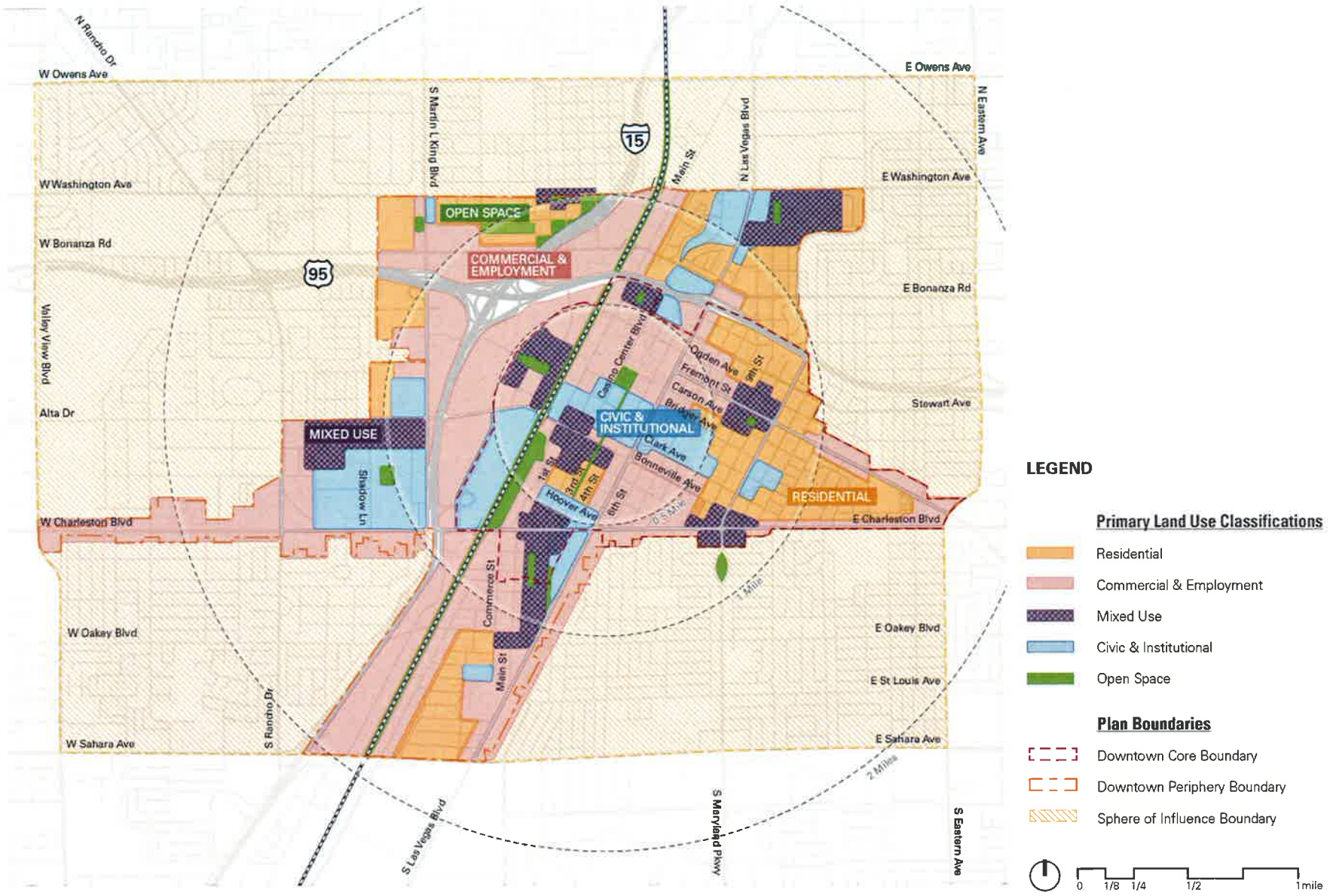

FIG 4.1: PROPOSED GENERALIZED LAND USE CONCEPT

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TRANSIT HUB CONCEPT

The Plan proposes **10 transit hubs** in the Downtown area along the transit corridors (Downtown LRT, Las Vegas Boulevard LRT, and Downtown Circulator Loop) and categorizes them into three major types:

- **Lifestyle Hubs,**
- **Employment Hubs, and**
- **Cultural and Tourism Hubs.**

Six transit hubs are proposed within the Downtown core area they are: Civic and Business, Resort and Casino, 18B Arts, Founders, Fremont East, and Symphony Park Districts; 4 hubs are proposed in the peripheral districts, including Cashman, Historic Westside, Medical, and Gateway Districts.

LIFESTYLE HUBS

Lifestyle hubs focus on providing diverse housing types and ample community amenities to create a mixed, vibrant commuting "village" surrounding the station area. The Plan proposes two primary lifestyle hubs (Symphony Park and Fremont East) and three secondary lifestyle hubs (Founders, Gateway, and Historic Westside) in the Downtown area.

- **Symphony Park Hub** and **Fremont East Hub** are both characterized by a large amount of available land that could be developed in the earlier phase of the Plan.
- **Founders**, **Gateway**, and the **Historic Westside Hub** are the opportunity areas to absorb Downtown's housing growth in the later stage.

EMPLOYMENT HUBS

Employment Hubs focus on providing jobs and educational opportunities to attract workers and residents in order to add density to the Downtown area. The Plan proposes three employment hubs in the planning area as follows:

- **The Civic & Business Hub** is proposed within Downtown's civic core adjacent to BTC and City Hall, mainly focusing on providing Class-A offices and live/work lofts to accommodate civic and business activities.
- **The Medical Hub** is proposed along Shadow Lane within the Las Vegas Medical District. The Hub will accommodate UNLV Medical Campus' expansion and provide opportunity sites for accommodating medical offices, R&D incubators, and housing products in the vicinity.
- **Cashman Hub**'s proposed location is within the current Cashman field. Approximately 50 acres of available land will provide a great opportunity to develop a sports and entertainment district on the northern end of the Downtown core to accommodate a soccer stadium, a multi-functional green lawn, office space, as well as a diverse range of residential units.

CULTURAL AND TOURISM HUBS

Cultural & Tourism Hubs focus on providing cultural amenities and tourism-related facilities to further strengthen the arts, cultural, and entertainment character of Downtown. The Plan proposes:

- **18B Arts Hub** as a cultural-oriented hub, located adjacent to the Charleston Boulevard/Casino Center Boulevard intersection. This Hub focuses on expanding Downtown's cultural role, offering a number of cultural and institutional facilities including a Modern Art Museum, YMCA, and a UNLV Downtown Campus.
- **Resort & Casino Hub** - a tourism hub - is proposed at a high-profile site south of US 95 exit on Stewart Avenue, adjacent to Downtown's current resort and casino properties. The Hub will further accommodate the spin-offs of the gaming and hospitality industries' needs of Downtown in the future.

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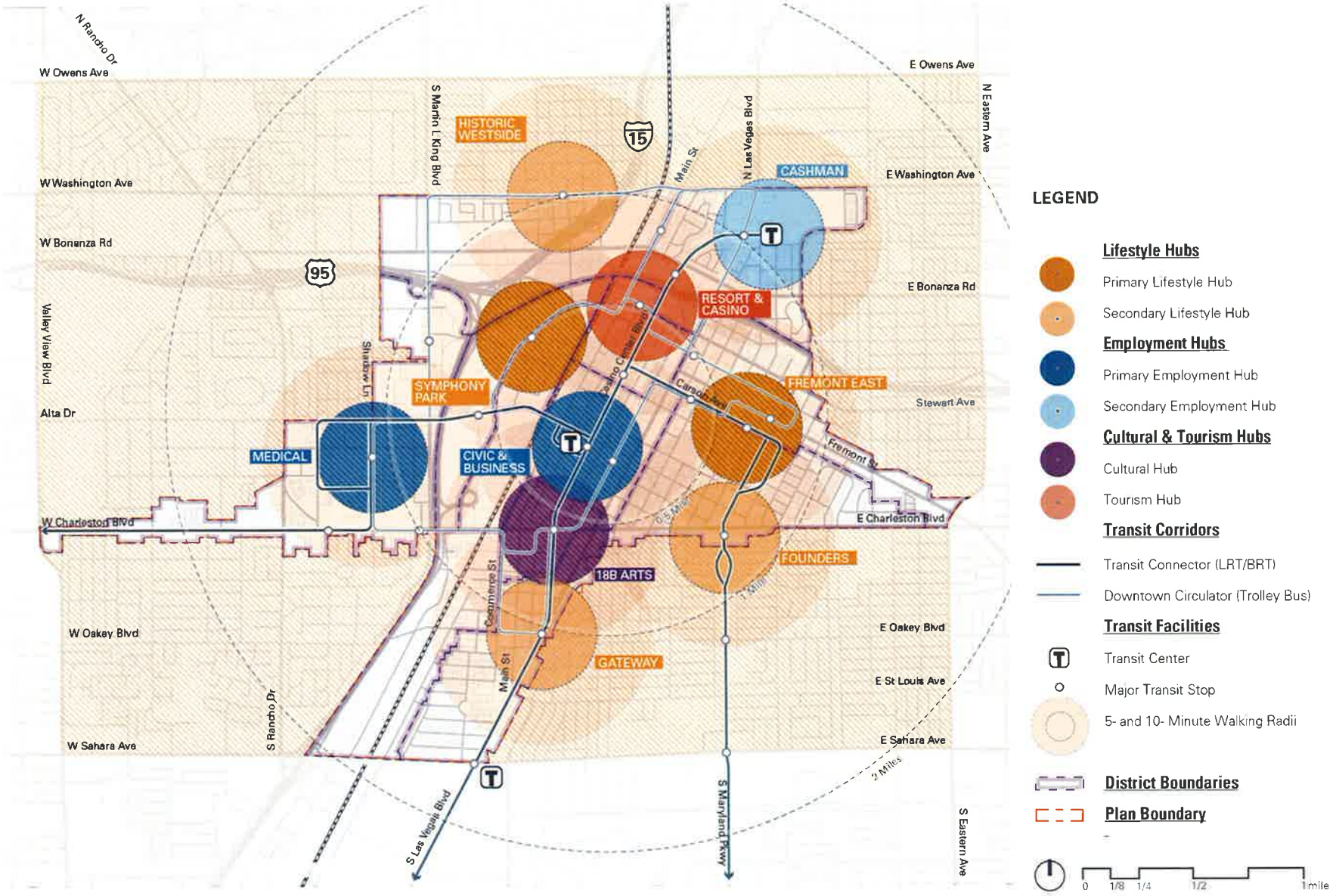

FIG 4.2: PROPOSED TRANSIT HUB CONCEPT

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COMMUNITY RESOURCES & SERVICES

GOAL 2: ACCESSIBLE SERVICES

Downtown will offer a full range of community resources, incorporating the facilities and space required to meet the social, educational and recreational needs of existing and anticipated populations. Access to basic services and urban amenities, including a range of retail and commercial services, for Downtown occupants is needed.

The Plan's intent is to provide local residents with various types of accessible resources and services including the following aspects:

ENCOURAGING LOCAL RETAIL AND ENTERTAINMENT ATTACHED TO TRANSIT

- Clustering local retail & entertainment facilities around a transit station can create several urban local retail/entertainment nodes that serve the nearby population. This approach supports a compact transit-oriented development concept and increases the value of properties in the station area.
- Local retail encourages locals to access daily-need amenities using transit other than vehicles, thereby reducing environmental costs and enhancing social equity.

PROVIDING DIVERSE EDUCATIONAL RESOURCES

- To capture a more educated population living and working in the Downtown area and enhance the locals' skills and competitiveness in the regional job market, the Plan aims to provide diverse educational resources to locals.
- Plan solutions include incorporating the UNLV Medical Campus expansion in the Medical District, proposing a UNLV Campus located in Downtown, and encouraging shared-use of facilities with various continuing educational and occupational training programs.

INCORPORATING A COMPASSIONATE SOLUTION TO HOMELESSNESS

- The prevalence of homelessness is a key deterrent to achieving the goals of Downtown revitalization. The Plan calls for encompassing a collaborative approach to address the homeless issue in the Downtown core, including provision of mental health services and special needs housing (shelter/transitional housing).

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TABLE 4.2: COMMUNITY RESOURCES AND SERVICES POLICY

1	OFFER **LOCAL SHOPPING & SERVICES**	Deliver a more diverse array of commercial offerings that will improve Downtown's livability and attract more residents.	Bring convenience shopping and services to better meet the day-to-day needs of Downtown residents and workers, especially an urban format grocery store.	Integrate commercial amenities such as shopping, dining, and personal services within transit hubs.
2	INCREASE **EDUCATIONAL OPPORTUNITIES**	Provide educational facilities and programs that will develop a skilled workforce and expand the career horizons of Downtown residents.	Expand programs that will prepare local youth for higher education and skilled employment, and deliver continuing education and skills training for area adults.	Invite corporate and non-profit partners to participate in adult education, job training, and youth employment programs.
3	ENHANCE **RECREATIONAL OFFERINGS**	Accommodate a healthy range of both active and passive recreational activities suitable to occupants of the urban core.	Increase the availability of parks and recreational amenities through cooperative efforts with developers and coordination with infill development projects.	Locate new leisure service centers, upgrade existing facilities, and expand recreational and leisure programs to address residential population growth.
4	PROVIDE **ACCESSIBLE CIVIC, SOCIAL & HEALTHCARE SERVICES**	Ensure accessibility to essential civic, social, and healthcare services for the entire Downtown community, expanding services as needed to improve Downtown's livability.	Build and upgrade public facilities as necessary to address the anticipated increase in Downtown's population, aligned with redevelopment efforts.	Coordinate with non-profit and business partners in the provision of essential civic, social and healthcare services, augmenting available public services.
5	DELIVER **HOMELESS SUPPORT SERVICES**	Give high priority to finding solutions to homelessness in Downtown, encompassing access to comprehensive social services, mental health services and transitional housing.	Seek the assistance of non-profit and business partners in addressing the challenges of homelessness in Downtown, as providers of services and for philanthropic funding.	Facilitate access to the collection of social services and homeless support services located within the "Corridor of Hope" located just north of Downtown.
6	IMPROVE **PUBLIC SAFETY**	Utilize a Downtown Management Association to improve safety and security, in particular, by helping to address the challenges associated with street populations.	Advocate crime prevention through design, emphasizing activation of Downtown's streets and public spaces.	Empower Downtown neighborhoods in the fight against crime by supporting neighborhood watch programs and community policing initiatives.
7	ENCOURAGE **SHARED USE OF FACILITIES**	Maximize opportunity for Downtown's various civic, cultural, and educational facilities to serve as venues for community programs and events.	Encourage shared use of Downtown schools as venues for social, cultural, and recreational programs, activities, and events.	Explore opportunities to integrate public and non-profit space into private development projects, for example, by lease, dedication, or community benefit agreement.

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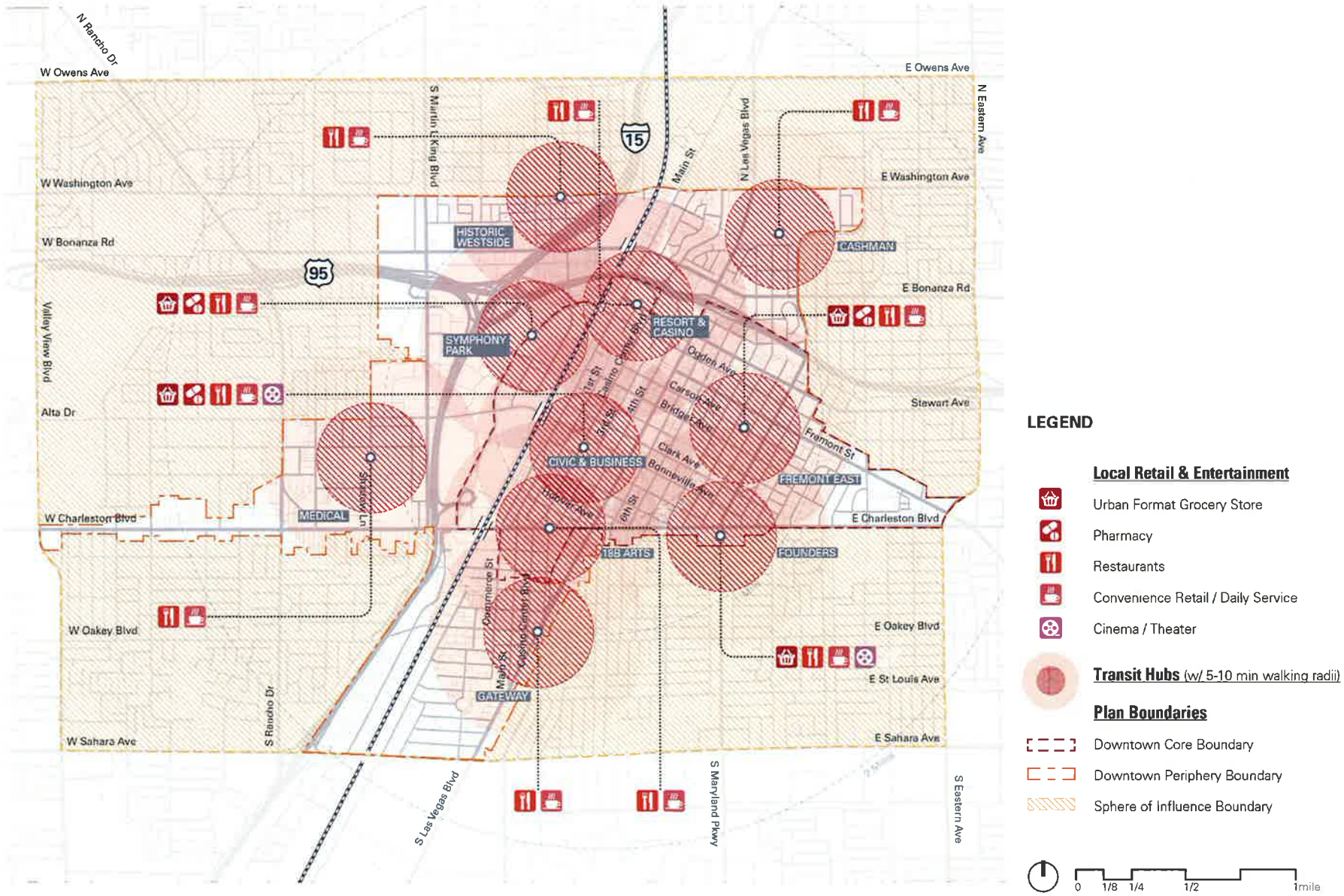

FIG 4.3: PROPOSED TRANSIT HUB CONCEPT

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COMMUNITY AMENITIES CONCEPT

For each of the proposed transit hubs in Downtown, the Plan calls for incorporating basic services and urban amenities associated with new housing/ office developments within 5-min walking radii around transit stations.

URBAN FORMAT GROCERY STORE/PHARMACY

- **Four urban format grocery stores** (approximately 30,000 - 50,000 sf) are proposed to be located in the dense Downtown Core. These amenities are recommended to be developed in new high-rise residential condos with parking podiums for shared-use purposes in the daytime.
- One possible grocer location for serving the nearby workers and residents is in the Civic & Business Hub adjacent to the BTC. The second possible grocer location is at the Fremont East Hub adjacent to Carson Station serving future Downtown occupants and nearby established neighborhoods. Two smaller grocery stores are proposed to be located at Symphony Park and Founders Hub.

CONVENIENCE RETAIL/DAILY SERVICES

- The Plan promotes **compact, vertical mixed-use development with active ground floor uses** close to transit. Thereby, new amenities are recommended on the ground floors of new mixed-use projects for creating active and appealing streetscape. Proposed elements could include convenience retail stores, local restaurants and beverage establishments, laundromats, salons, post offices, etc.

CINEMA / THEATER

- The City has already proposed to build a 72,000 sf, three-story theater complex at the 3rd Street/Gass Avenue intersection. The theater is expected to be a boon to the local economy, providing new jobs and driving the population to a resurgent downtown.
- **Potential adaptive reuse of the historic Huntridge Theater** includes renovating the theater into a community theater to serve large established neighborhoods in Huntridge and Pioneer Park while preserving the community's historic identity.



CLOCKWISE FROM TOP-LEFT: URBAN FORMAT GROCERY, ANCHORED CINEMA, MIXED-USE / CORNER RESTAURANTS

(*FOR ILLUSTRATIVE PURPOSE ONLY)

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COMMUNITY SERVICE CONCEPT

In addition to the provision of local retail and entertainment amenities, each transit hub is also expected to incorporate various types of community resources and services within walking distance as follows:

PUBLIC EDUCATIONAL FACILITIES

- A K-12 school is recommended in the 18B Arts District near Hoover Avenue to accommodate the growing need for schools due to new Downtown residents. The Plan also recommends building a new elementary school in the Gateway District to serve the nearby Meadows neighborhood.

POST-SECONDARY ADULT EDUCATIONAL FACILITIES

- The UNLV Downtown Campus is planned within the 18B Arts District with provision of educational programs related to the emerging economic niches in the region, including design, robotics, green tech, and so forth.
- Diverse continuing education facilities and/or occupational training schools are expected in each transit hub for the purpose of developing Downtown's "human capital," improving the job skills of area residents and attracting new talents.

PUBLIC SERVICE FACILITIES

- For pubic safety and security consideration, a new police substation is recommended in the Fremont East Hub, while according to the LVMP Public Services & Facilities Element, a new fire sub-station is planned for the Symphony Park District near UPRR track.

HEALTH CARE / SOCIAL SERVICE / LEISURE SERVICE FACILITIES

- Community health clinics are expected to be incorporated in transit hubs (i.e., Fremont East, Historic Westside, and Gateway) or in areas accommodating new residential growth (i.e., Symphony Park and Cashman) as necessary.
- Fremont East, Gateway, and the Historic Westside are primary sites identified for provision of shelter/temporary housing, senior housing, as well as community centers with outdoor play courts.



KEY MAP

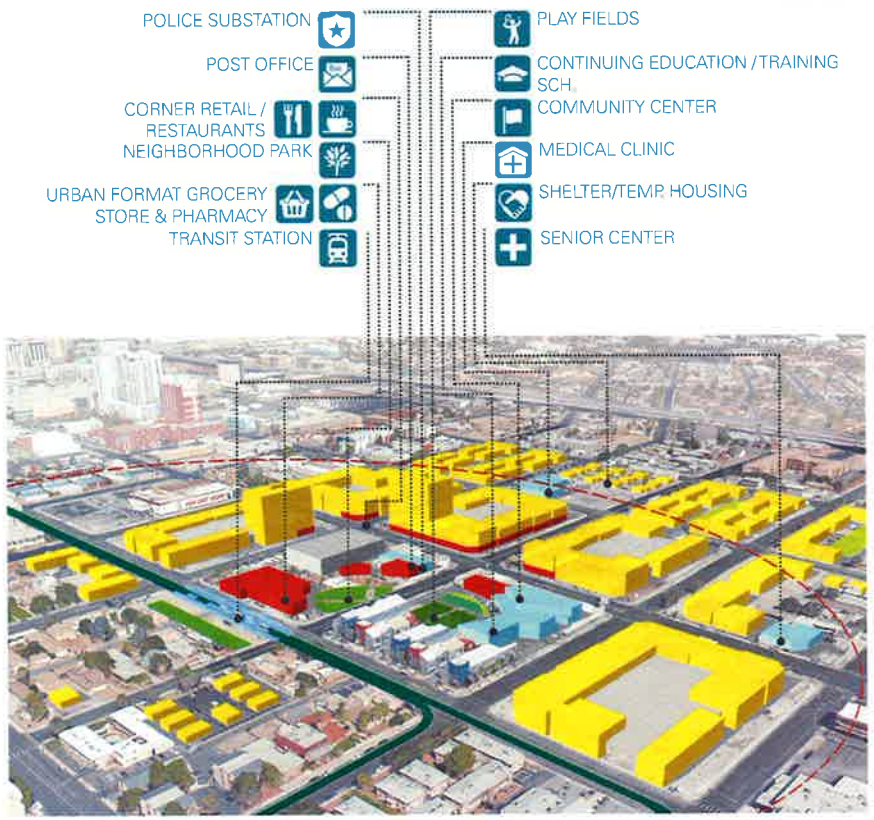

FIG 4.4: FREMONT EAST TRANSIT HUB W/ 5-MIN WALKING RADII:

CLUSTERING AMENITIES AROUND TRANSIT MAKES URBAN LIVING MORE CONVENIENT AND COMMUNITY ORIENTED
(*FOR ILLUSTRATIVE PURPOSES ONLY)

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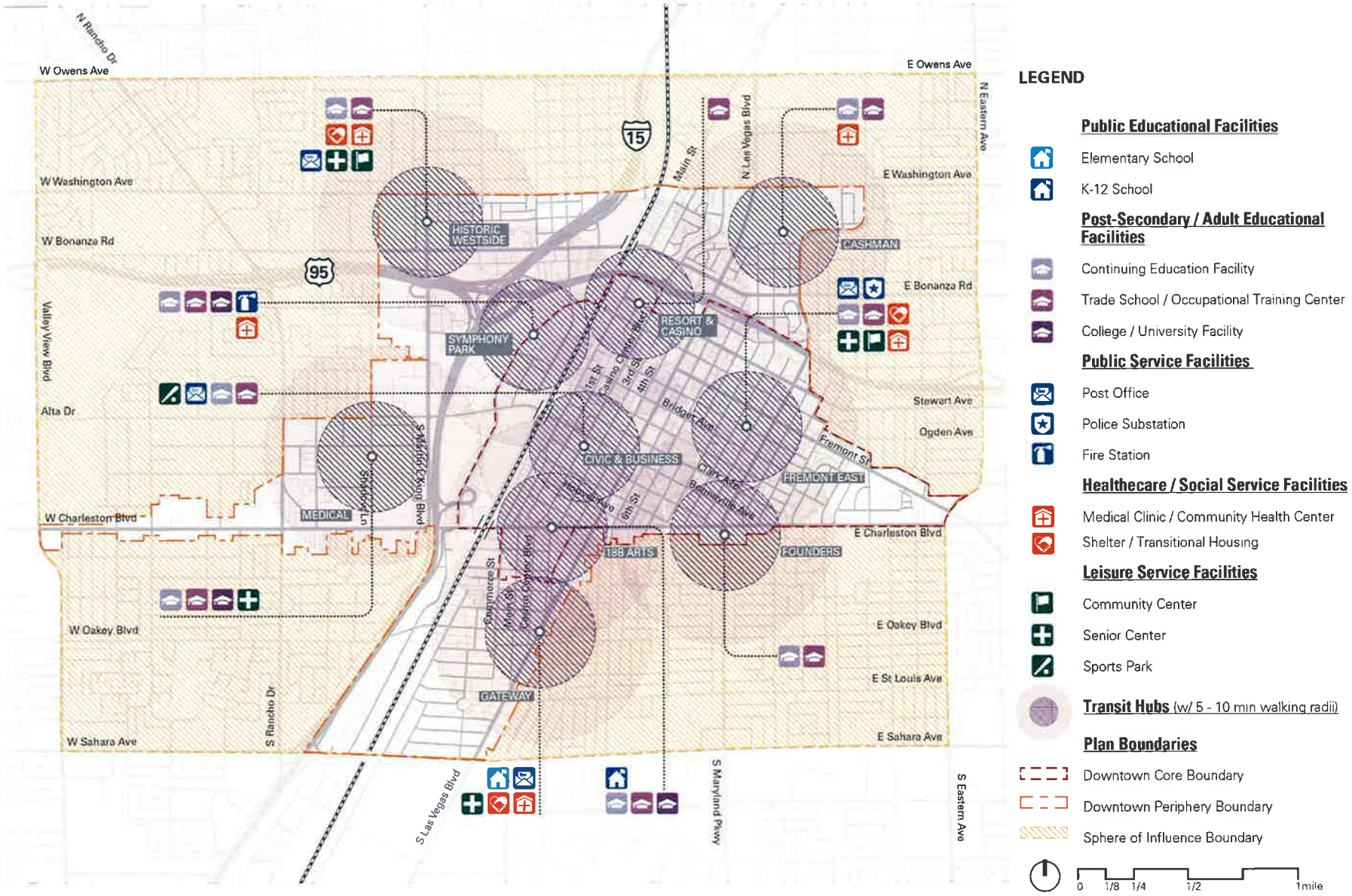

FIG 4.5: PROPOSED COMMUNITY SERVICE CONCEPT

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COMMUNITY CHARACTER & DISTRICT IDENTITY



GOAL 3: VITAL PLACES

Downtown will present a legible, vibrant city image to tourists and residents, creating vital places to attract new investments and growth. Strengthening Downtown's identity and Districts' characters includes promoting community design guidance, historic preservation, adaptive reuse, and public realm enhancement, as well as establishing a wayfinding system with signage, lighting, and public art.

The Plan's intent to create vital places attracting tourists and locals includes the following key aspects:

MAINTAINING DOWNTOWN'S HISTORIC CHARACTER

- Downtown's legendary history and numerous historic assets tell the City's story while attracting tourists and establishing locals' pride. Thereby, plan efforts should aim to:
- Maintain Downtown's historic character through preserving Downtown's historic properties, sites, and landmarks while conserving historic neighborhoods.
- Promote adaptive reuse and rehabilitation of existing buildings and structures.
- Preserve and adaptively reuse iconic neon signage important to the City's historic identity, where appropriate.

DELIVERING A LEGIBLE CITY IMAGE AND STRENGTHENING DISTRICT IDENTITY

- Deliver a legible and vital image of Downtown attracting tourists, investments, and new occupants, while strengthening locals' pride.
- Enhance Downtown gateways through signage, public art and landscape treatment, while highlighting Downtown's spine and major activity corridors.
- Identify and strengthen districts' unique character and create a sense of place.
- Apply design guidelines to direct new developments in creating an attractive and cohesive city landscape.

PROVIDING APPEAL OUTDOOR ENVIRONMENT

- Create vital places and appealing outdoor environments to accommodate diverse events and activities.
- Establish a wayfinding system to brand the City and guide visitors and locals to key destinations.
- Enhance the public realm through streetscape improvements, lighting, and public art.

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TABLE 4.3: COMMUNITY CHARACTER & DISTRICT IDENTITY POLICY

1	DEMARCATE **DOWNTOWN GATEWAYS**	Enhance gateways to create a sense of arrival and reinforce identity, highlighting major points of entry into Downtown and marking thresholds between its various districts.	Give special design emphasis to identified gateways, incorporating such elements as high-quality public signage, civic art, and distinctive landscape treatment.	Encourage redevelopment of blighted and underdeveloped parcels that visually define gateways, particularly where those sites coincide with identified transit hubs.
2	HIGHLIGHT **DOWNTOWN'S SPINE**	Treat Las Vegas Boulevard as the key unifying element of the Downtown core, taking measures to enhance its scenic qualities and status as a National Scenic Byway.	Promote revitalization and redevelopment of the commercial areas along Las Vegas Boulevard, improving its visual quality and economic viability.	Encourage the protection and exhibition of neon signage along Las Vegas Boulevard, thereby enhancing its historic and nighttime scenic qualities.
3	STRENGTHEN **LOCAL IDENTITY**	Build upon Downtown's history and status as the original core and authentic Las Vegas, while establishing a cohesive identity and distinct sense of place for each of its districts.	Tailor development regulations to the characteristics of individual districts and neighborhoods, while promoting walkable urban environments.	Provide public realm improvements and introduce civic gathering spaces that give character and identity to each of Downtown's urban districts and neighborhoods.
4	PROMOTE **COMMERCIAL REINVESTMENT**	Introduce public realm improvements that will stimulate reinvestment and support redevelopment, such as complete street enhancements and community wayfinding.	Offer programs and incentives to encourage reinvestment by existing business and commercial property owners, such as property and building improvement programs.	Direct new commercial investment toward identified transit hubs to create active and walkable mixed-use urban neighborhoods.
5	IMPROVE **STANDARDS OF DESIGN & MAINTENANCE**	Pursue high quality design and development in both public and private realms; in particular, take measures to improve the quality of infill development.	Adopt place-based development standards and guidelines, employing form-based coding to implement the long term vision and achieve the desired built form.	Uphold minimum standards of property maintenance including active code enforcement to combat both commercial blight and neighborhood deterioration.
6	SUPPORT **ADAPTIVE REUSE & REHABILITATION**	Encourage renovation and adaptive reuse of existing buildings as essential to the retention of Downtown's history and culture, and instrumental in its revitalization.	Revise applicable code standards and guidelines to facilitate adaptive reuse of existing buildings and historic structures.	Utilize financial incentives to promote adaptive reuse, for example, through property tax relief, rehabilitation loans and grants, and design advisory services.
7	ESTABLISH **WAYFINDING SYSTEM**	Introduce a comprehensive wayfinding program to better orient visitors and direct movement in and around Downtown.	Design public signage and graphics to visually brand and strengthen the identity of Downtown and its various districts.	Employ wayfinding signage and graphics to highlight and guide visitors toward key destinations.

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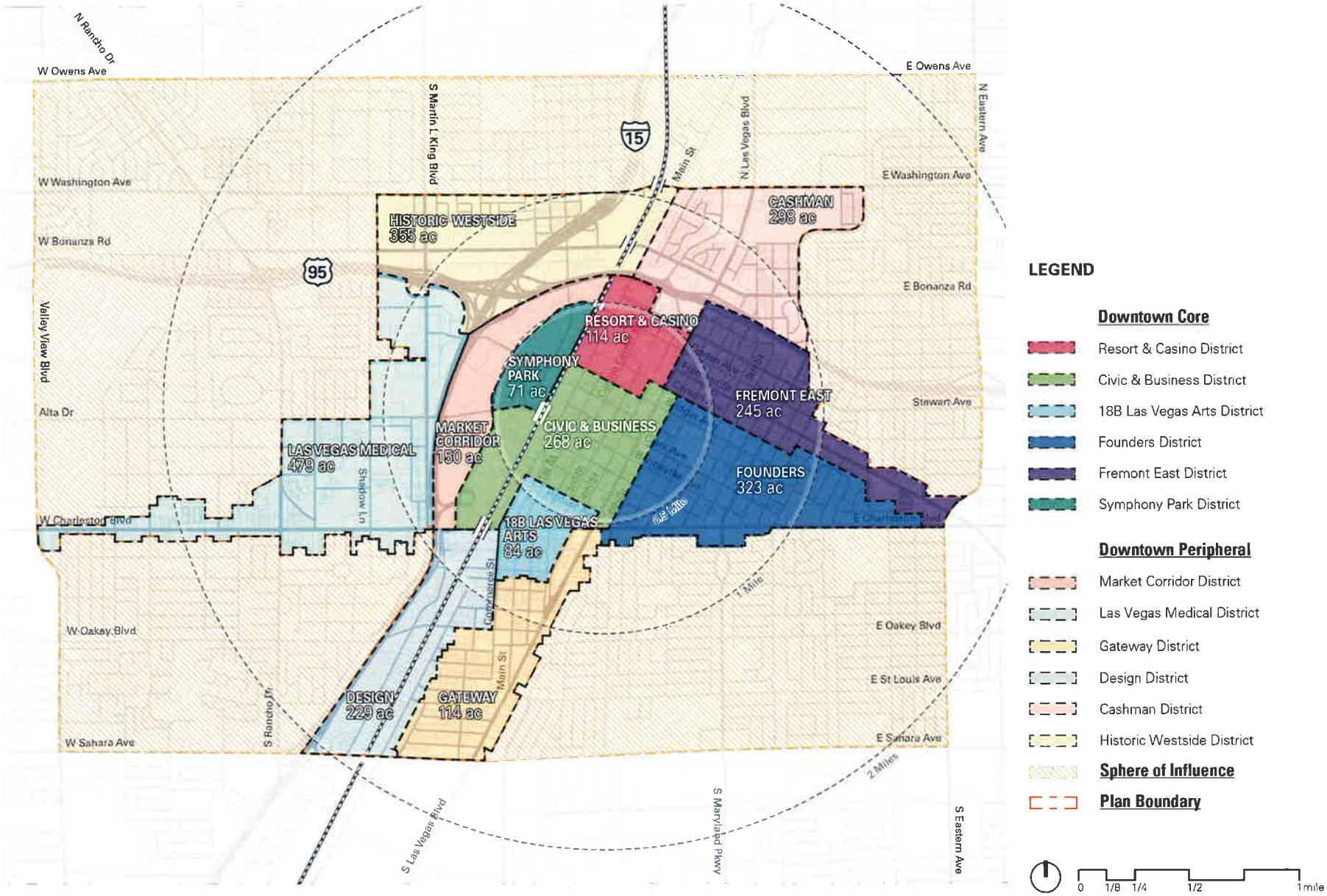

FIG 4.6: PROPOSED DOWNTOWN DISTRICTS

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DOWNTOWN DISTRICT CONCEPT

Twelve districts with unique characteristics are identified in the Downtown area. Six districts are within the Downtown core inhabiting the traditional grid structure of Downtown accommodating various functions including tourism, government uses, business and professional offices; while the other 6 districts are at the peripheral of Downtown showing great potentials to encompass new economic opportunities such as medical, green tech, and design and new growing needs of residential and office spaces in the future.

Opportunities and envisioned characteristics of the **Downtown Core Districts** within the Downtown area are described as follows:

RESORT & CASINO DISTRICT

Identified as the City's original gaming district and home to a number of classic Las Vegas hotel-casinos, the Resort & Casino District serves as the activity and entertainment anchor for Downtown. Though this district acts as the most mature and intensely developed area, some new opportunities to reinforce the district's identity may include:

- A central park transformed from the vacant property near 3rd Street/Casino Center Boulevard to provide a multi-purpose outdoor gathering space.
- A high-profile site adjacent the US 95 Hwy ramp for accommodating the growing needs of gaming & hospitality.
- Upgrading the "Fremont Street Experience," and;
- Involving a placemaking and wayfinding system to guide tourists to destinations.

CIVIC & BUSINESS DISTRICT

The Civic & Business District maintains a relatively strong civic center as it is home to various government facilities, businesses and professional offices. New opportunities to add density to the area and promote compact transit-oriented development surrounding the City Hall and BTC may involve:

- Infilling and redeveloping the contiguous vacant parcels and blighted properties to offer diverse housing products and Class-A office spaces.
- Creating a vibrant civic center through crosswalk/streetscape enhancement, public art, and signage.
- Building a linear park on 3rd Street as an activity corridor linking the Resort & Casino District, new Central Park, and Arts District; and
- Expanding the bicycle network and promoting a bike share system.



CIVIC & BUSINESS DISTRICT: A DOWNTOWN CORE AND MORE

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18B ARTS DISTRICT

Behaving as the creative heart of the city, the Arts District is home to many of the city's art galleries, resident artists, and local stores. However, underutilized and vacant land still exists in this area and offers an opportunity for investment. 3rd Street, Casino Center, and Las Vegas Boulevard are all underutilized and could offer a variety of improvements to the area. Strategies for further success may involve:

- Affordable housing including: live work lofts, mid-rise/highrise condos, veterans housing, student housing, and temporary housing.
- The addition of creative office and incubator spaces.
- Civic and institutional uses including: an art museum, YMCA, Student Center, classrooms, and a K-12 school.
- Additional community park space including: creative greens, event spaces, Student Quad, and Transit Plaza; and
- Additional retail space including food & beverage and convenience retail.

SYMPHONY PARK DISTRICT

Symphony Park has created an important cultural amenity with both the Smith Center and Children's Museum and is adjacent other successful establishments including the Las Vegas Outlet Shops and World Market Center but the area lacks the connectivity or shared experience between them that could really bring the district to life year round. Strategies for connectivity may involve:

- Improved connections along and across the rail ROW to more closely integrate Symphony Park with downtown including new trails, a new bridge and expanded transit.
- Significant residential housing that could include apartments and lofts oriented toward performers and artists; a mixed use neighborhood with both high and mid-rise formats as well as luxury housing and a research and learning hub near the Ruvo Center.
- A hotel and conference center to complement the World Market Center; and
- Service retail as part of a mixed use neighborhood along with bars and restaurants.



18B ARTS DISTRICT: A DIVERSE COMMUNITY AND REGIONAL SHOWCASE FOR THE ARTS.



SYMPHONY PARK DISTRICT: A CULTURAL AND LIVING DISTRICT BETTER CONNECTED TO DOWNTOWN.

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FREMONT EAST DISTRICT

Fremont East has gained residents and shops through its popularity due to its proximity to downtown, but is in need of a more pedestrian friendly atmosphere for continued success and growth. Historic conservation of housing stock is also important in this area and tools such as design standards and incentives for rehabilitation would be of great use to the district. Strategies for further improvement may involve:

- A central community green with services and amenities for families.
- Expanded retail and services including a small grocery store and community center etc. clustered near the community green.
- Additional multi-family housing including live/work and midrise/highrise workforce housing; and
- Addition of civic/institutional spaces possibly including a clinic, senior center, community center, or continuing education facility.

FOUNDERS DISTRICT

With the potential to be one of the areas most well preserved residential neighborhoods, the founders district is in need of strong development controls to ensure continued preservation of the area. Additional strategies to maintain and improve the area may involve:

- A multi-modal transit station designed to accommodate a quick serve cafe, convenience store, ticket booth, bike share, trail connections, rest rooms etc.
- Mixed use residential including live/work and midrise/highrise workforce housing.
- Additional retail amenities to enliven the area with a live/work/shop atmosphere including restaurants, cafes, and convenience retail; and
- Addition of creative office space along with civic/institutional uses such as a community center.



FREMONT EAST DISTRICT: IMPROVED AFFORDABILITY, SAFETY AND AMENITY.



FOUNDERS DISTRICT: A HISTORIC NEIGHBORHOOD AUGMENTED WITH TRANSIT-ORIENTED MIXED USE.

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Opportunities and envisioned characteristics of the **Downtown Peripheral Districts** are described as follows:

CASHMAN DISTRICT

The Cashman District has been a historical, cultural and civic employment hub for downtown Las Vegas historically, but suffers from the absence of a residential population and substantial programming to keep the community engaged in the area. The area is well-suited to become a mixed use community with a sports and entertainment core of activity that would attract residents and visitors. Strategies for this transition may involve:

- Building a soccer stadium and associated facilities.
- A transit plaza with light rail stop or BRT service, bike share and other support amenities acting as a gateway into the district; and
- Adding creative office and incubator spaces for R&D around the plaza with ground floor bars and restaurants, as well as service retail for the area.



CASHMAN DISTRICT: A COMMUNITY OF ENTREPRENEURS ANCHORED BY SPORTS, AND CULTURE

GATEWAY DISTRICT

The Gateway District establishes the southern gateway to downtown, though this area is mostly blighted residential. The landmark Stratosphere Tower has become the main attraction of the area though it is surrounded by predominantly auto-centric commercial uses and vacant parcels. Strategies to strengthen the Gateway may include the following:

- Rebranding the gateway to reinforce the landmark location as a Downtown Gateway.
- Promoting infill housing and community amenities while collaborating with BID for safety and cleaning.
- Designating a space for an educational corridor linked to the Arts District; and
- Integrating a pedestrian gateway at Sahara & Las Vegas Boulevard.

MEDICAL DISTRICT

The Medical District though a significant healthcare and office node for the community, with the University Medical Center and Valley Hospital Medical Center is physically disconnected from the Downtown core. Strategies for improvement may involve:

- Branding and marketing the medical district to further attract medical tech companies and new talent to the district.
- Expanding northward to incorporate a part of the previous Market District for more potential development spaces; and
- Strengthening the transit connection to the core through multi-modal transit connections.

HISTORIC WESTSIDE DISTRICT

The Historic Westside District is dominated mostly by low-rise residential neighborhoods and industrial zones. The neighborhood consists of a few historical sites, poor housing conditions, vacant parcels, and a lack of parks and amenities. The district is in need of environmental upgrades and social services. Strategies for improvement may involve:

- Infilling with multifamily housing and appropriate amenities.
- Conversion of vacant lots to pocket parks and community gardens.
- Collaboration with BID for safety, cleaning and job training; and
- Upgrading of existing industrial zones.

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MARKET CORRIDOR DISTRICT

Visitors are drawn to the area by the dominant large scale uses such as the Las Vegas Premium Outlets and World Market Center Las Vegas, though the area lacks a consistent scale and connection to Symphony Park. Strategies for improvement may involve:

- Further reinforcing district identity via placemaking.
- Developing the potential site north of World Market Center to create synergies with Symphony Park and The Smith Center.
- Improving pedestrian connections with Symphony Park and Clark County Government Center; and
- The addition of a new hotel and convention center catering to nearby business users.

DESIGN DISTRICT

Currently characterized by a mix of commercial services, warehousing, storage, and industrial uses, the Design District is concentrated along the Union Pacific Railroad corridor with a significant employment base and many businesses servicing the casino and entertainment industry. Strategies for improvement may involve:

- Developing a Center of Sustainability as a showcase of Downtown's sustainability initiative.
- Rebranding as a Design District to attract creative industries, namely fashion design, 3D printing, virtual gaming, filming etc; and
- Encouraging adaptive reuse of buildings something especially well-suited to the design industry.

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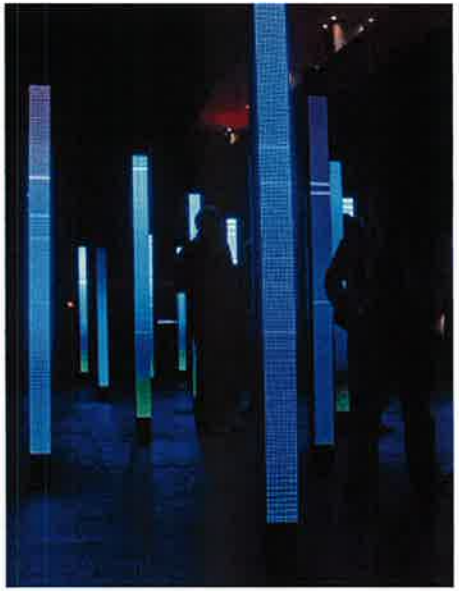
WAYFINDING & PUBLIC ART CONCEPT

Designing a new wayfinding system for Downtown Las Vegas is best examined from the perspective of each user journey type: vehicle, transit, pedestrian, and bike. This provides a concrete way to understand the needs of the Downtown users and visitors as they navigate through the overall district. An enhanced user journey incorporates both traditional static in-the-ground signs, real-time updateable messaging, and mobile/pre-journey touch-points that all provide wayfinding cues and agendas. The new Wayfinding System will promote better pathways and exploration throughout Downtown Las Vegas across all touch points of the wayfinding journey.

The Downtown Las Vegas Master Plan Vision 2035 goal of connecting and strengthening Downtown both internally and regionally is the guiding principal that informs the wayfinding system. The vision for Wayfinding and Signage is to enhance each user journey in order to foster growing civic pride, and establish a sense of place while revitalizing Downtown Las Vegas as unique cultural destination. The objective for a new Downtown-wide wayfinding system is to introduce a functional, unique and integrated system that links and showcases all twelve districts.

Any successful wayfinding system should direct, guide, and inform users at the right place and time. Strategically paced and intentionally placed wayfinding devices are paramount to an efficient system. This system needs to be welcoming, readable, easy to locate, easy to navigate, and easy to use and understand. Specifically for Downtown Las Vegas three design drivers have emerged from the research and analysis of the site; these drivers will be used as the basis for a successful wayfinding experience that is uniquely Downtown Las Vegas: Function, Art/ Entertainment, and Story/History.







CLOCKWISE FROM TOP-LEFT: PUBLIC ART SCULPTURE, PUBLIC LIGHT ART, WAYFINDING SIGNAGE
(*FOR ILLUSTRATIVE PURPOSE ONLY)

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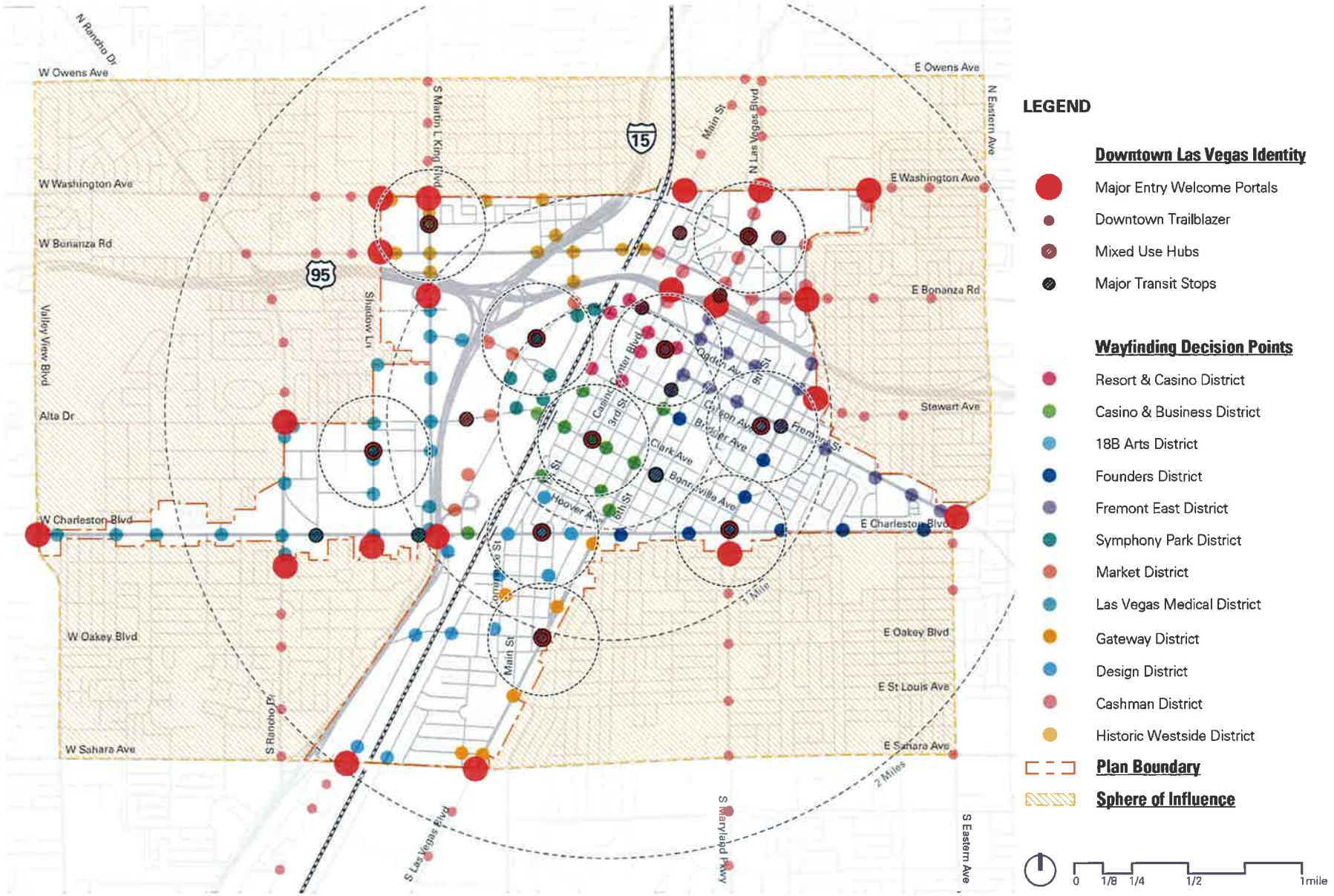

FIG 4.7: PROPOSED WAYFINDING & PUBLIC ART CONCEPT

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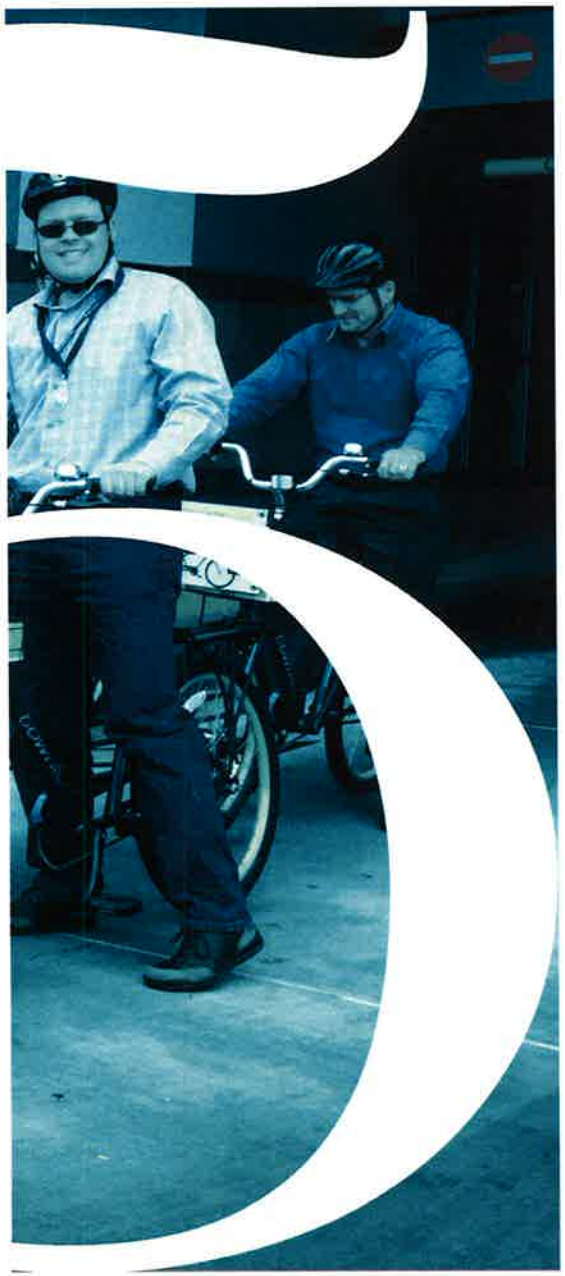

MOBILITY & SUSTAINABILITY

The general objective is to promote flexibility in mobility by emphasizing transit, bike, and pedestrian amenities throughout Downtown.

MOBILITY

SUSTAINABILITY

ENVIRONMENT & OPEN SPACE

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MOBILITY



GOAL 4: SEAMLESS CONNECTIONS

Downtown will achieve seamless connections throughout by incorporating a multi-modal transportation system to move people and goods with higher efficiency and lower economic and environmental cost. Improving Downtown's mobility system for the establishment of an innovative district in the long term includes expanding the transit and bicycle network, promoting car share / bike share, enhancing pedestrian linkages, and applying smart mobility technology.

The Plan's intent includes achieving seamless connections downtown-wide and establishing an innovative District with the following key aspects included:

PROMOTING TRANSIT USAGE & FACILITATING TOD DEVELOPMENT

- To support the transit-hub land use concept and promote compact transit-oriented development in the Downtown area, the Plan calls for expanding transit networks and improving transit access downtown-wide.
- A combination of transit connector systems (including LRT, BRT, or a Downtown Circulator) could help connect the Airport, the Strip, and UNLV to major neighborhoods in Downtown, while increasing transit usage and providing transit access to economically-challenged neighborhoods where residents show lower car ownership.

IMPROVING LINKAGES TO RESOURCES & NEIGHBORHOODS

- Disconnection between districts, activity nodes, destinations, as well as educational sources and job opportunities is a major concern obstructing Downtown's development. Expanding the transit network could optimize the linkage.
- Expand the bicycle and pedestrian networks, promoting bike share programs, as well as building multiple rail crossings to remove physical/perceptual barriers between the Downtown core and vicinity to improve linkages.

CREATING STREETS FOR PEOPLE

- Downtown's surplus of street space can be improved and transformed into appealing public spaces for events and activities, attracting private investment and generating community benefits.
- Apply "road diet" programs where appropriate, allowing for the accommodation of multiple modes of transportation within the same right-of-way, creating streets for people featuring continuous tree shade, active uses along ground floors, and generous sidewalks with street amenities.

ACHIEVING AN INNOVATION DISTRICT VIA SMART TECHNOLOGY

- The City is undergoing the process of establishing Downtown as an innovative district for the purpose of promoting and adopting new transportation infrastructure and mobility technology. To achieve this goal, the Plan calls for innovative technologies to address traffic and parking demands, improve traffic safety, and promote the use of electronic vehicles.

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TABLE 5.1: MOBILITY POLICY

1	CONNECT **TO REGIONAL ASSETS**	Improve access in and out of Downtown, including better freeway links and development of multi-modal connections along major corridors.	Coordinate with RTC to deliver high-capacity transit, accommodating greater intensity of land use and linking Downtown to key regional destinations.	Prioritize transit connections to UNLV and McCarran International Airport as especially important to Downtown's economic success.
2	LINK **DOWNTOWN DISTRICTS & ATTRACTIONS**	Establish a multi-modal transportation network to serve Downtown, link activity nodes, and provide an impetus to infill development.	Introduce a circulator to connect Downtown's core districts and attractions, expanding the system in phases coincident with the area's growth and development.	Develop a more connected active transportation network that encourages pedestrian and bicycle activity, and strengthens the links between Downtown's core and periphery.
3	IMPROVE **RESORTS & CASINO DISTRICT ACCESS**	Deliver and park traffic generated by the Resorts & Casino District in the most convenient and efficient manner available.	Service the Resorts & Casino District with designated auto priority roadways that provide direct access to local freeways.	Invest in traffic operational improvements and ITS Technology, in particular, to afford more convenient and efficient access to Downtown's major resort and casino operations.
4	BUILD **COMPLETE STREETS**	Develop complete streets that accommodate alternative modes of travel, supporting transit, bicycle, and pedestrian mobility while minimizing conflicts between modes.	Undertake phased development of complete streets, initially focusing investment on key movement corridors in the Downtown core.	Take advantage of excess roadway capacity to accommodate alternative modes, incorporating dedicated transit lanes, bicycle lanes, and/or wider sidewalks.
5	EXPAND **TRANSIT SYSTEM & RIDERSHIP**	Increase transit options available Downtown, including the addition of local circulator and high capacity transit routes.	Work with the Regional Transportation Commission (RTC) to identify opportunities for dedicated transit lanes.	Provide safe, convenient, and comfortable transit stops, including such amenities as shelter, seating, and real-time transit information.
6	EXTEND **BICYCLE NETWORK**	Provide an expanded and comprehensive bicycle network, comprised of on- and off-street paths and routes.	Coordinate the provision of bicycle amenities with transit services, including bicycle connections and storage facilities serving transit stations and hubs.	Encourage and expand the bike share program, establishing stations at major transit stops and popular destinations.
7	ENHANCE **PEDESTRIAN ENVIRONMENT**	Make streets more pedestrian friendly through streetscape enhancements, integrating wide sidewalks, canopy trees, and pedestrian amenities such as street furniture.	Develop urban pathways and trails as an important component of the pedestrian network, prioritizing completion of the proposed Urban Pathways System for Downtown.	Introduce alternative pedestrian routes, such as mid-block passageways, and off-street shared use and pedestrian only paths.
8	IMPLEMENT **TDM MEASURES**	Apply transportation demand management (TDM) measures, such as transit subsidies for area employees and residents, and carpool and vanpool programs.	Investigate formation of a local transportation management association (TMA) to fund and implement TDM measures.	Take advantage of the growing availability of ridesharing services to efficiently move people in and around Downtown.
9	MANAGE **PARKING RESOURCES**	Promote a "park-once" strategy, wherein visitors are encouraged to park and then use alternative modes such as walking or transit to get around Downtown.	Establish an organizational structure to oversee management of Downtown's parking resources, implementing a centralized parking and pricing strategy over the long-term.	Consolidate and locate parking structures for convenient service by local circulator and high capacity transit systems.

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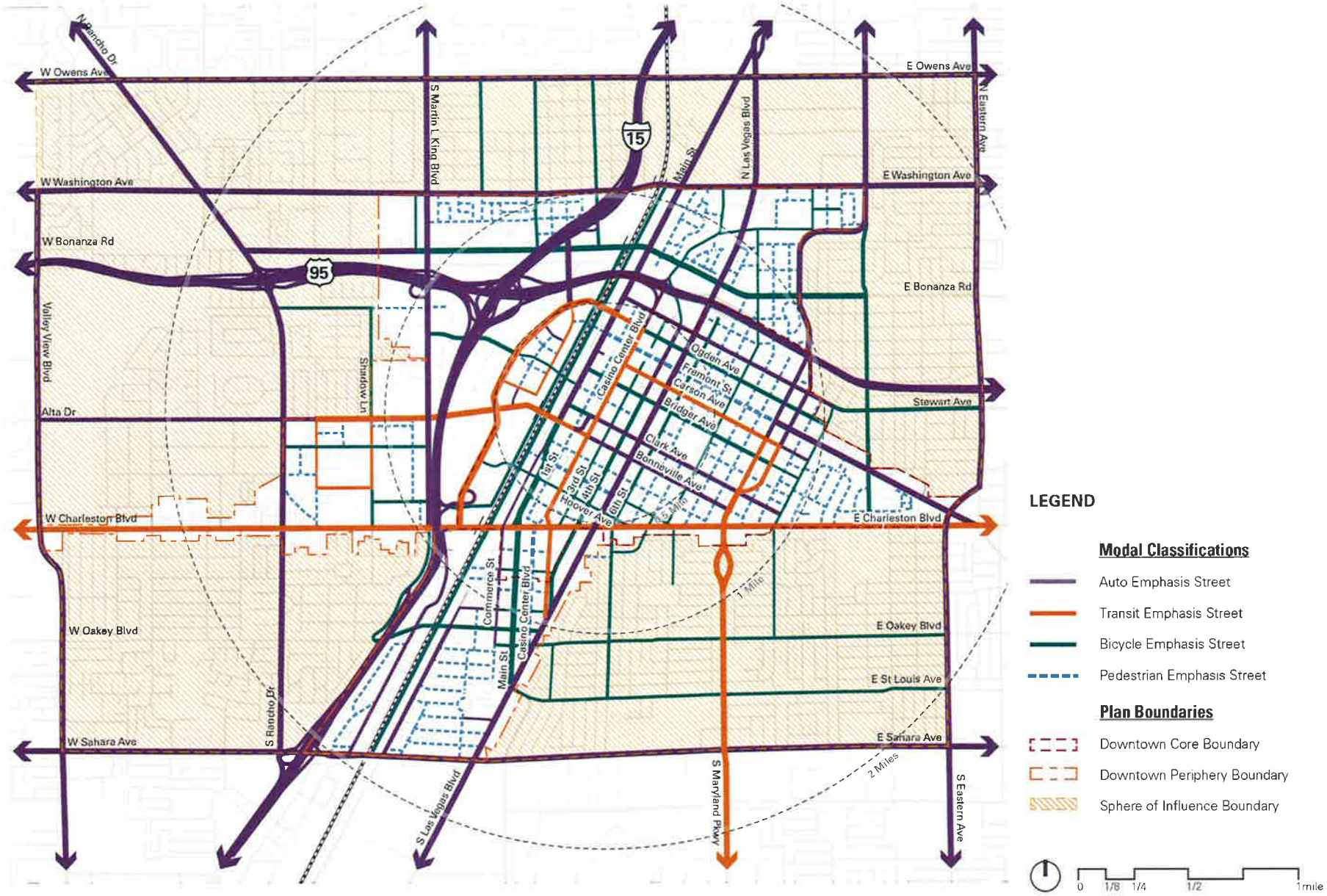

FIG 5.1: PROPOSED LAYERED STREET NETWORK

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LAYERED STREET CONCEPT

The complete street approach attempts to accommodate all transportation modes (auto, transit, bicycle, and pedestrian) suitably on a single street. However, in many cases, especially on existing roadways, it is a challenge to adequately serve all modes well. Alternatively, a layered street network, in which various streets are designated as having an emphasis on a particular travel mode (i.e., auto, transit, bicycle, and pedestrian), could achieve better mobility performance. The Plan calls for a layered network concept in the Downtown area, allowing for an easier process of prioritizing improvements and serving all modes across the network. Four types of streets are identified in the Plan as follows and specifically delineated on the adjacent map:

AUTO EMPHASIS STREET

These streets are routes that move vehicle traffic more smoothly in a network of priority streets with coordinated signals that maximize throughput of cars and service vehicles. Typical auto emphasis streets in Downtown include:

- Most of the primary arterials (100' ROW), such as Las Vegas Boulevard, Charleston Boulevard, and Valleys View Boulevard; and
- Some major collectors (80' ROW), such as Clark Avenue, Bonneville Avenue, and Washington Avenue.

TRANSIT EMPHASIS STREET

These streets are identified routes where it may be possible to convert general purpose travel lanes to dedicated transit lanes for accommodation of Downtown LRT and Las Vegas LRT alignment. Special consideration is given to expanding stop or station areas and maximizing transit vehicle progression. Typical transit emphasis streets in Downtown include:

- Casino Center Boulevard (primary arterial w/ 100' ROW),
- Maryland Parkway (primary arterial w/100' ROW),
- South Grand Central Boulevard Parkway (primary arterial w/ 100' ROW); and
- Carson Avenue (major collector w/ 80' ROW).

BICYCLE EMPHASIS STREET

These streets are identified routes that allow accommodation of designated bike lanes, as well as other modes (auto, transit, and pedestrian) within the same right-of-way. Streetscape enhancements are recommended on bicycle-emphasis streets for the purpose of providing an appealing and thermally comfortable cycling environment in Downtown. Some low-volume streets will be converted to bike boulevards, which will include treatments to reduce vehicle volumes and speeds where bicyclists will share the vehicle lanes. Typical bicycle emphasis streets in Downtown include:

- Most of the major collectors (80' ROW), such as 4th Street, Ogden Avenue, and Bridger Avenue;
- Some primary arterials (100' ROW), such as Main Street, 4th Street, and Bonanza Road; and
- Some frontage streets (70' ROW), such as 3rd Street, Commerce Street, and Hoover Avenue.

PEDESTRIAN EMPHASIS STREET

These streets are identified routes where improvements mainly focus on sidewalks, streetscape and pedestrian facilities. Designated bike lanes, bike sharrows, or on-street parking can also be allowed within the same right-of-way if possible. Typical pedestrian emphasis streets in Downtown include:

- Most of the frontage streets (70' ROW), such as 1st Street, 7th Street, and Garces Avenue; and
- Some major collectors (80' ROW), such as Fremont Street.

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TRANSIT EMPHASIZED STREET: CHARLESTON TOWARD S 13TH STREET



SECTION CUT



EXISTING CONDITION

Charleston will emphasize throughput of cars and service vehicles with new LRT alignment and coordinated signals while improving pedestrian and bicycle safety with on-street parking and widened sidewalks with trees.

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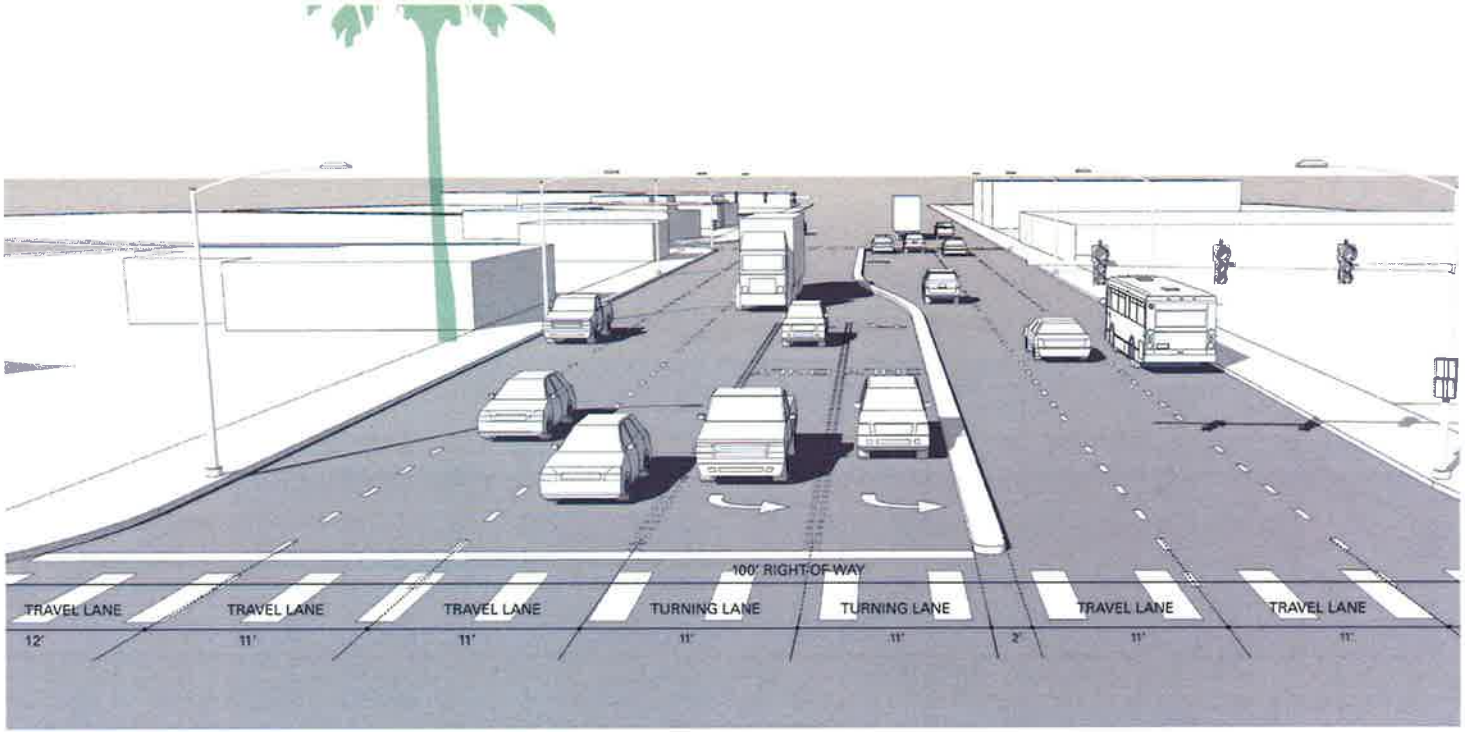

FIG 5.2: CHARLESTON BLVD EXISTING STREETSCAPE

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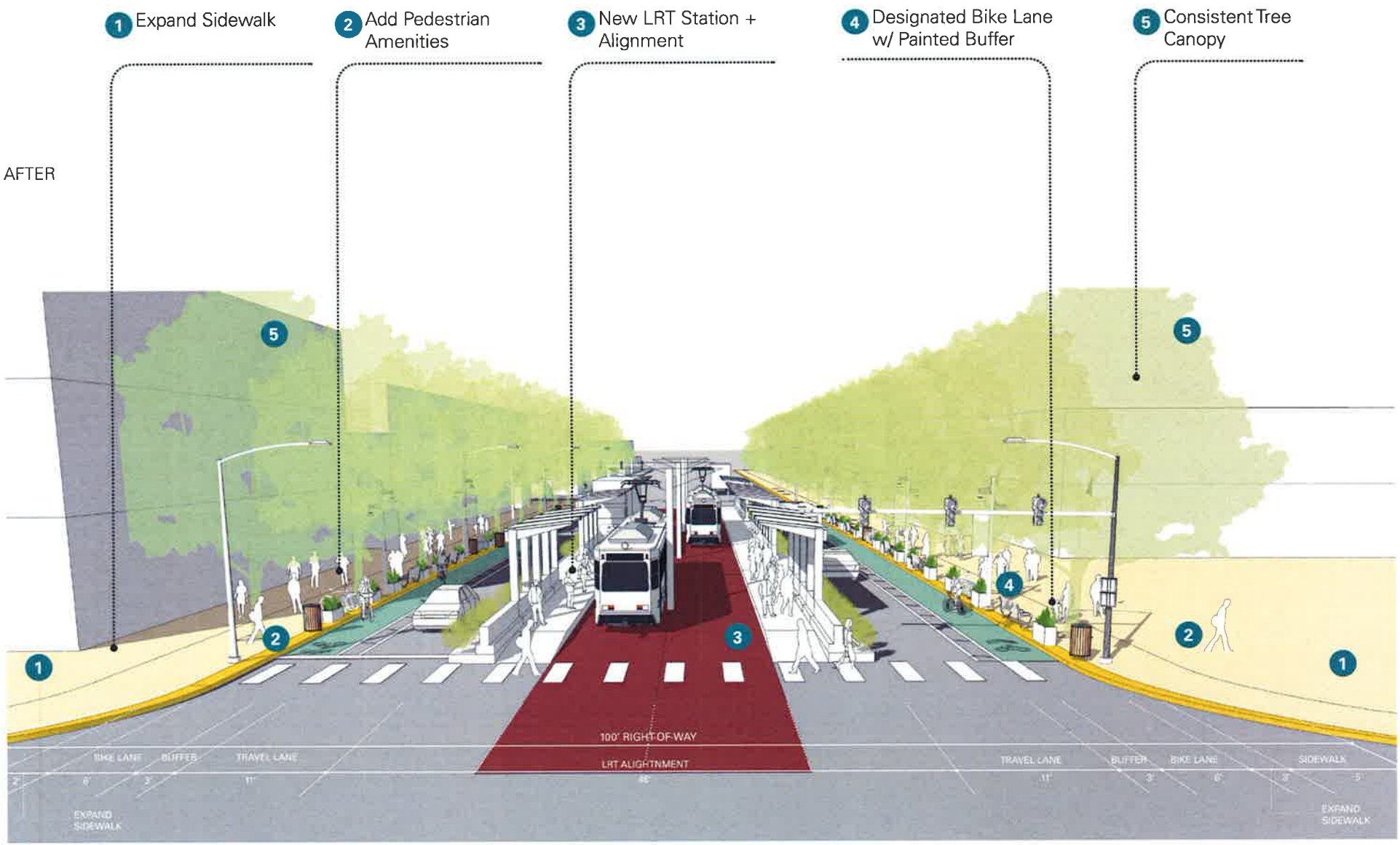

FIG 5.3: CHARLESTON BLVD STREETSCAPE IMPROVEMENT

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TRANSIT EMPHASIZED STREET: SOUTH MARYLAND PARKWAY TOWARD EAST BONNEVILLE



SECTION CUT



EXISTING CONDITION

S. Maryland Parkway will convert some automobile travel lanes to dedicated LRT transit lanes as well as widen sidewalks to promote pedestrian activity.

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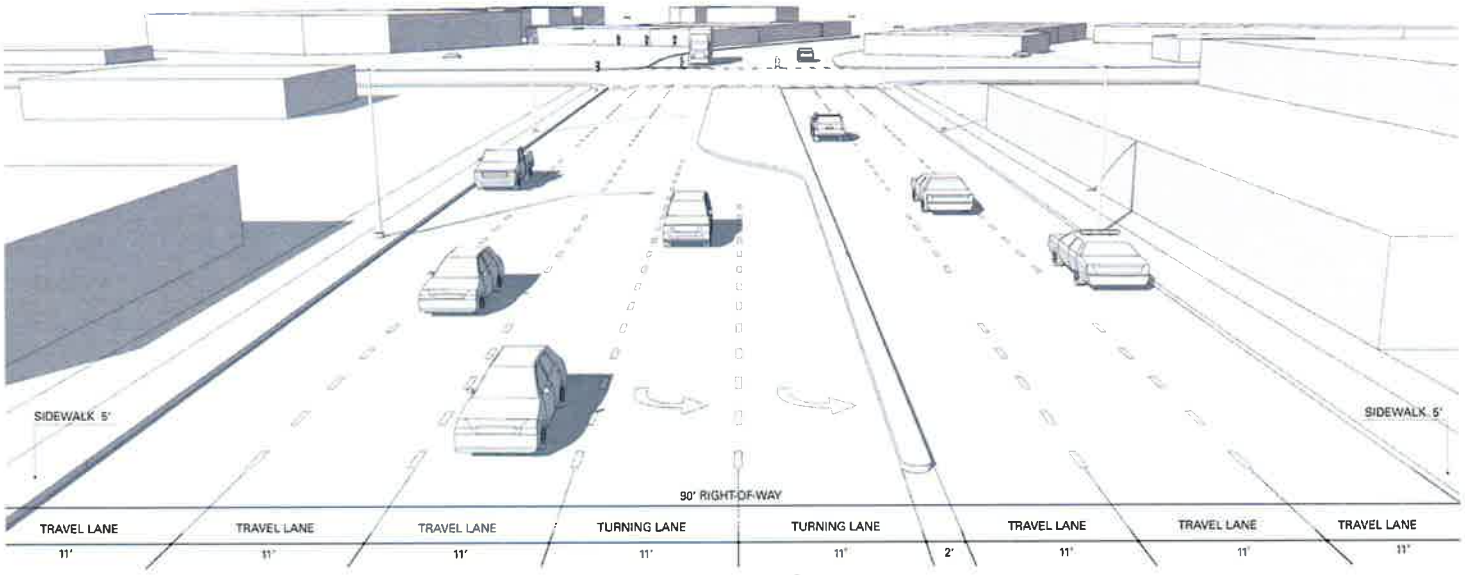

FIG 5.4: MARYLAND PKWY EXISTING STREETSCAPE

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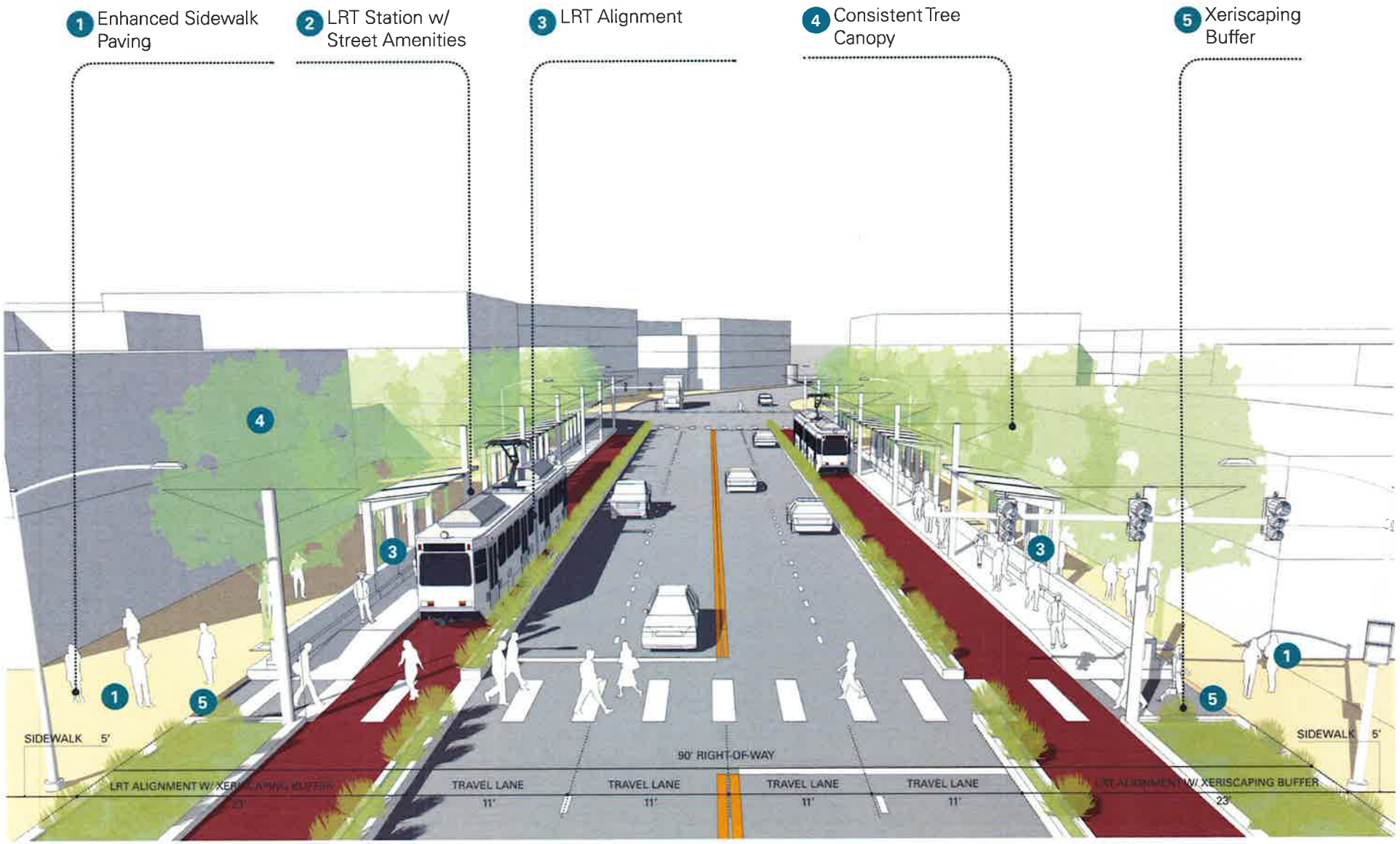

FIG 5.5: MARYLAND PKWY STREETSCAPE IMPROVEMENT

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BIKE EMPHASIZED STREET: S MAIN STREET TOWARD W CALIFORNIA AVENUE



SECTION CUT



EXISTING CONDITION

BEFORE

S. Main Street will emphasize bike, transit, pedestrian as well as local automobile traffic, with the intent of creating a more appealing and comfortable experience for a wide variety of activities.

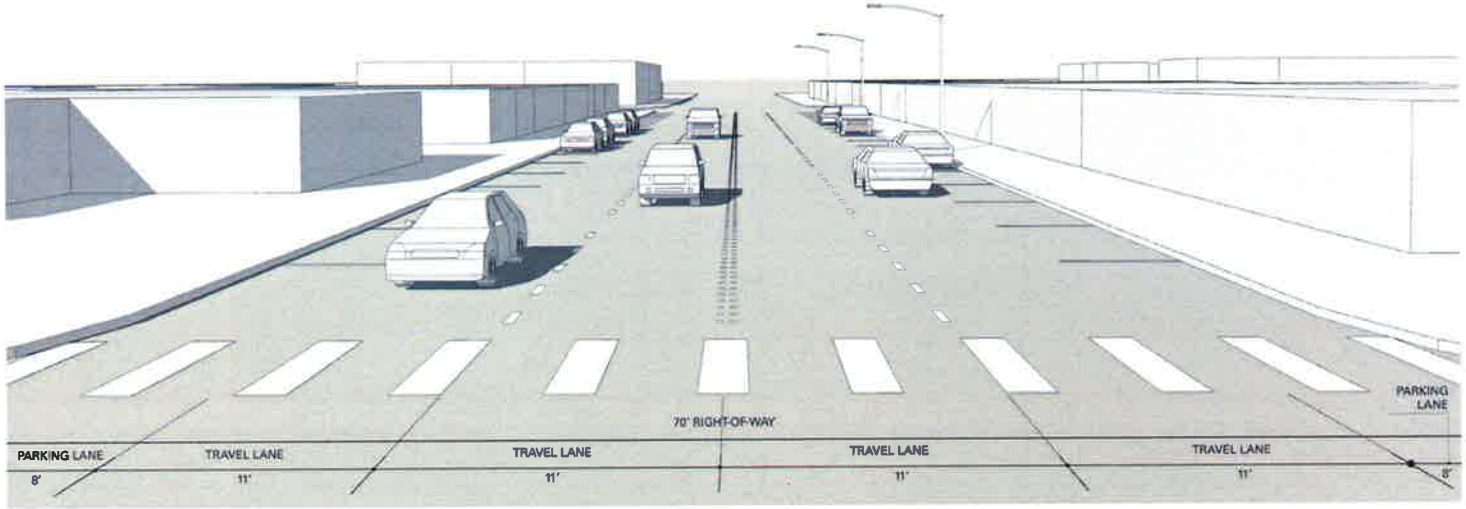

FIG 5.6: MAIN STREET EXISTING STREETSCAPE

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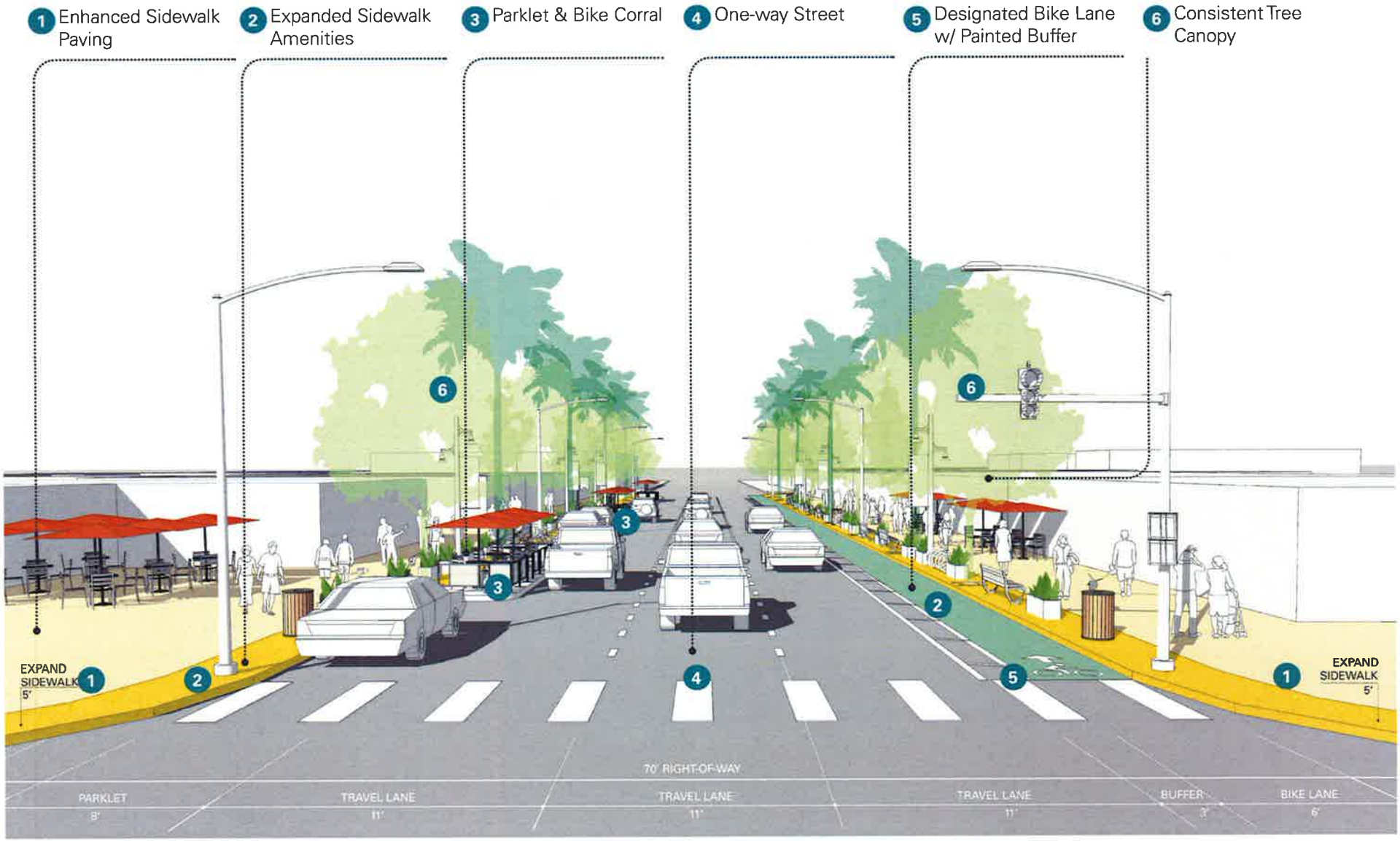

FIG 5.7: MAIN STREET STREETSCAPE IMPROVEMENT

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PEDESTRIAN EMPHASIZED STREET: FREMONT STREET TOWARD S 11TH STREET



SECTION CUT



EXISTING CONDITION

Improvements of Fremont Street focus mostly on sidewalks, tree canopy, and other pedestrian amenities that encourage walking.

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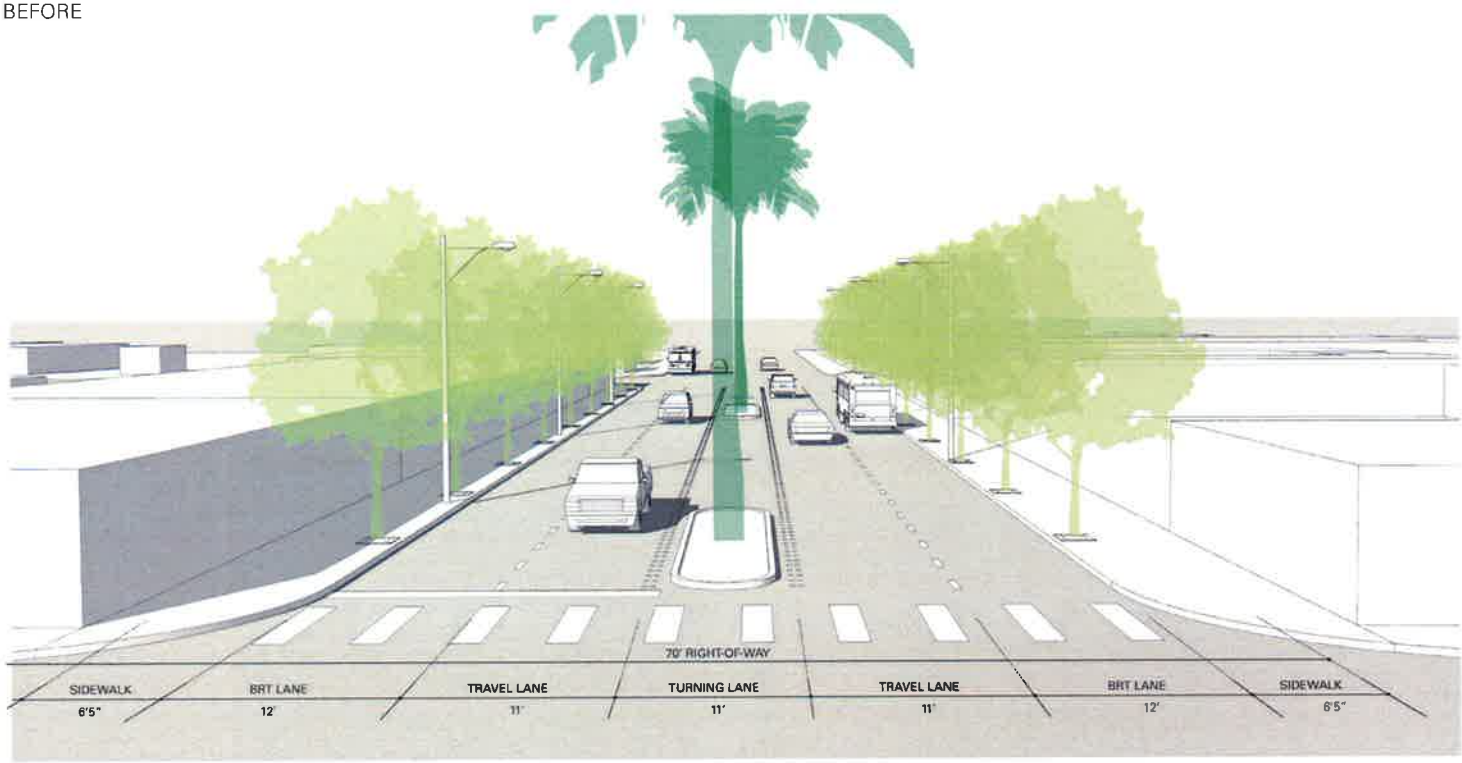

FIG 5.8: FREMONT STREET EXISTING STREETSCAPE

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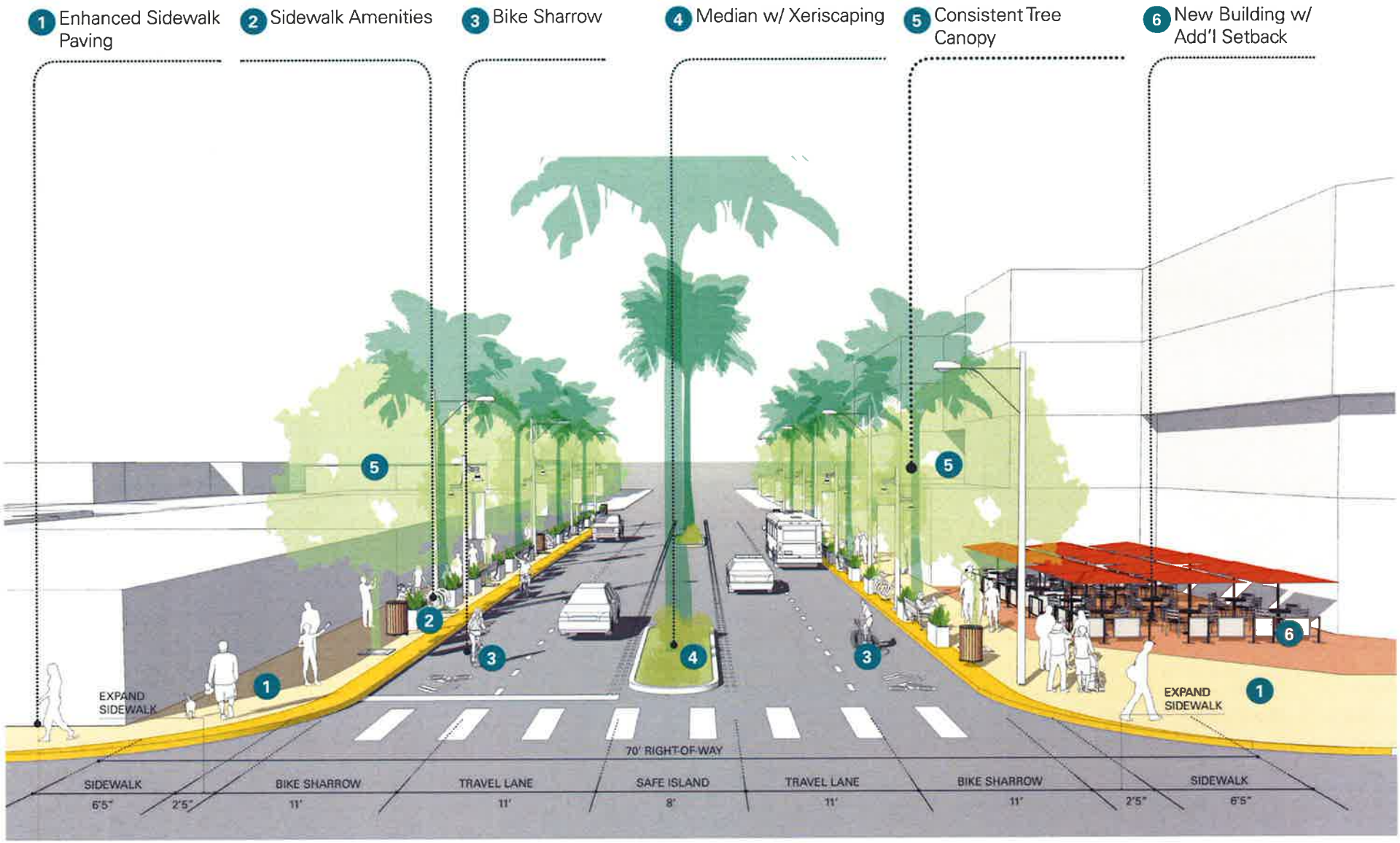

FIG 5.9: FREMONT STREET STREETSCAPE IMPROVEMENT

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EXPANDED TRANSIT NETWORK CONCEPT



CLOCKWISE FROM TOP-LEFT: LRT (AUSTIN); DOWNTOWN CIRCULATOR (LOS ANGELES); TRANSIT CENTER (EL MONTE)
(*FOR ILLUSTRATIVE PURPOSE ONLY)

TRANSIT NETWORK

Proposed transit networks include the following corridors with specific routes delineated on the adjacent map:

- **High Capacity Transit Routes:** 1) Downtown Light Rail: links UNLV and the airport to major neighborhoods (i.e., Huntridge, Founders, Fremont, and Civic & Business), and then travels west of the track connecting Symphony Park, Market Corridor, and the Medical District. Future extension may go westward along Charleston Boulevard to connect Downtown to Summerlin and the entire Valley. 2) Las Vegas Boulevard Light Rail: links the airport and the Strip to major Downtown districts, including Gateway, 18b Arts, Civic & Business, Resort & Casino Districts, and then travels further north to the Cashman District.
- **Local Transit Route (Downtown Circulator Loop):** Primarily links major destinations, resources, and future transit hubs. Future expansion may include expanding the loop to the Cashman District and Gateway District in the mid term; and then to the Historic West District in the long term.

TRANSIT FACILITIES

- **Transit Center:** Two new transit centers are located at the SLS Hotel and Cashman District respectively, linking the existing Downtown monorail and BRT routes with the proposed transit network. New transit centers should provide park-and-ride lots, bike share programs and related amenities, as well as improved pedestrian linkages to facilitate seamless connections with alternative modes.
- **Major Transit Stops:** Place major transit stops adjacent key destinations and new development nodes, generally with a spacing of five to six downtown blocks, approximately within a 1/2 to 1-mile walking distance of one another.

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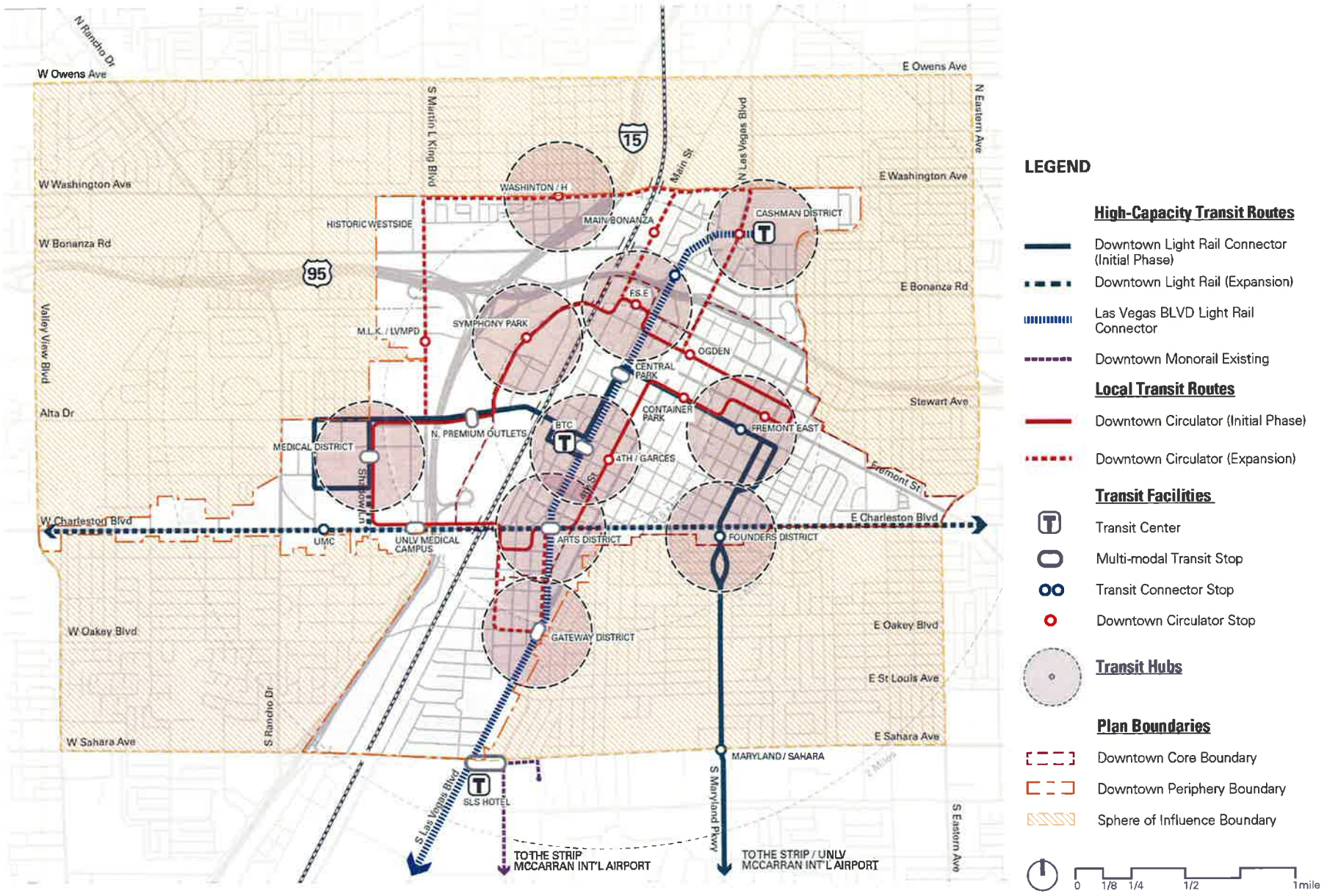

FIG 5.10: PROPOSED EXPANDED TRANSIT NETWORK

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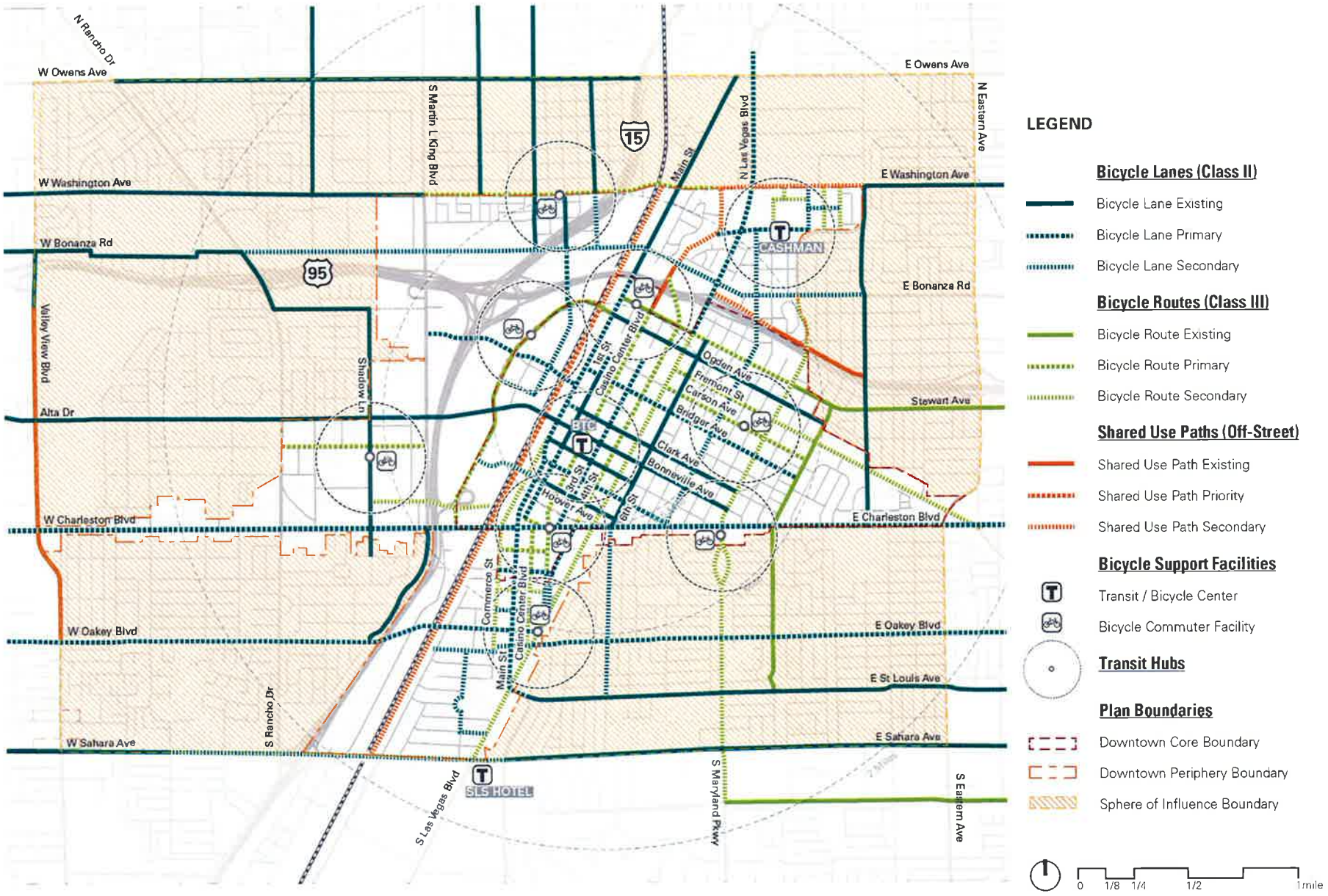

FIG 5.11: PROPOSED ACTIVE TRANSPORTATION CONCEPT - BICYCLE NETWORK

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BICYCLE NETWORK CONCEPT

BICYCLE NETWORK

The Plan proposes to expand Downtown's bicycle network as delineated on the adjacent map. The new bicycle network includes the following elements:

- **Bicycle Lane (Class II):** a portion of a roadway that has been designated using striping, signing and pavement markings for the use of cyclists. New designated bicycle lanes are included on Main Street, 3rd Street, Charleston Boulevard, North Las Vegas Boulevard, Bonanza Road, and additional streets of a similar type.
- **Bicycle Routes (Class III):** a roadway corridor with wider outside lanes and/or share the road signs to facilitate access by bicycle and raise awareness of the presence of cyclists. New bicycle routes are proposed on streets such as Fremont Street, Carson Avenue, South Las Vegas Boulevard, Maryland Parkway, and Commerce Street, etc.
- **Shared Use Path (off-street):** a paved trail facility that is physically separated from vehicular traffic by an open space or barrier. These facilities are open to cyclists as well as pedestrians, skaters, wheelchair users and other non-motorized users. New shared use paths include the bike/pedestrian trails along the UPRR track and the Las Vegas Creek on North Veterans Memorial Drive and East Washington Avenue

BICYCLE SUPPORT FACILITIES

The RTC is implementing a bike share program city-wide to provide the "last mile" connection to the public transit system, while encouraging healthier active modes of transportation. To support the RTC's initiative, new bicycle support facilities are proposed as follows:

- **Bicycle Center:** the new SLS and Cashman Transit Centers should include bicycle centers on site, providing bicycle storage, bicycle repairs and rentals, free bicycle clinics, as well as bathrooms and showers.
- **Bicycle Commuter Facility:** each transit hub should be complemented by a bike sub-station providing bicycle storage, bicycle rentals and repairs. Bicycle storage/corrals should be implemented at every LRT station if possible.



CLOCKWISE FROM LEFT-DOWN: BIKE STATION; BIKE SHARE PROGRAM
(*FOR ILLUSTRATIVE PURPOSE ONLY)



FIG 5.12: EXISTING BICYCLE ROUTES & FACILITIES

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CLOCKWISE FROM LEFT-RIGHT: RAIL TRAIL (BIRMINGHAM); ROSE KENNEDY GREENWAY (BOSTON); BIKE & PEDESTRIAN BRIDGE (*FOR ILLUSTRATIVE PURPOSE ONLY)

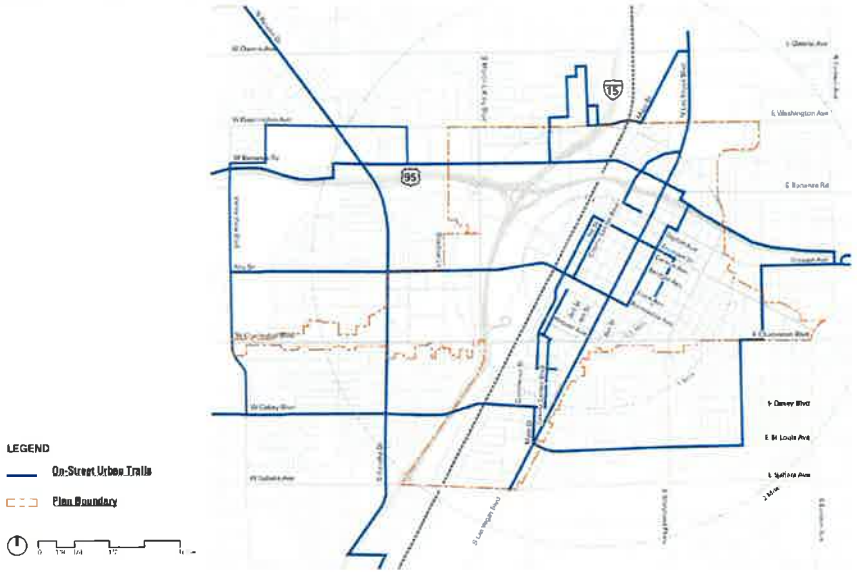

FIG 5.13: EXISTING URBAN TRAIL ROUTES

PEDESTRIAN NETWORK CONCEPT

Downtown's proposed urban trail network includes the following elements:

ON-STREET URBAN TRAILS

The on-street urban trail network is a critical component to Downtown's bicycle and transit network, providing linkages to Downtown districts and destinations. The Plan proposes to:

- Expand the existing trail network through streetscape enhancements featuring enhanced sidewalks/crosswalks, streetscape amenities such as benches, planters, lights, consistent tree canopy, and signage.

OFF-STREET URBAN TRAILS & PEDESTRIAN ROUTES

- **Off-street trails (Urban trails along the UPRR):** proposes a linear activity corridor with an appealing outdoor environment for locals to enjoy biking, walking and jogging.
- **Fremont Street Pedestrian Zone:** plan efforts should focus on providing streetscape amenities, including benches, planters, and information kiosks
- **Pedestrian-only Route/Paseo:** passages or alleys used as public walking-streets, mainly located on the properties near the UPRR track facilitating public pedestrian access to Symphony Park from the Downtown core.

PEDESTRIAN SUPPORT FACILITIES

Proposed pedestrian support facilities include multiple railroad crossings and flyover bridges at major gateway intersections as follows:

- Las Vegas/Sahara Pedestrian Bridge - Downtown Gateway
- Symphony Park Bridge
- Ogden Avenue Bridge
- Hoover Avenue Bike & Pedestrian Bridge
- Wyoming Avenue Railroad Crossing Improvement

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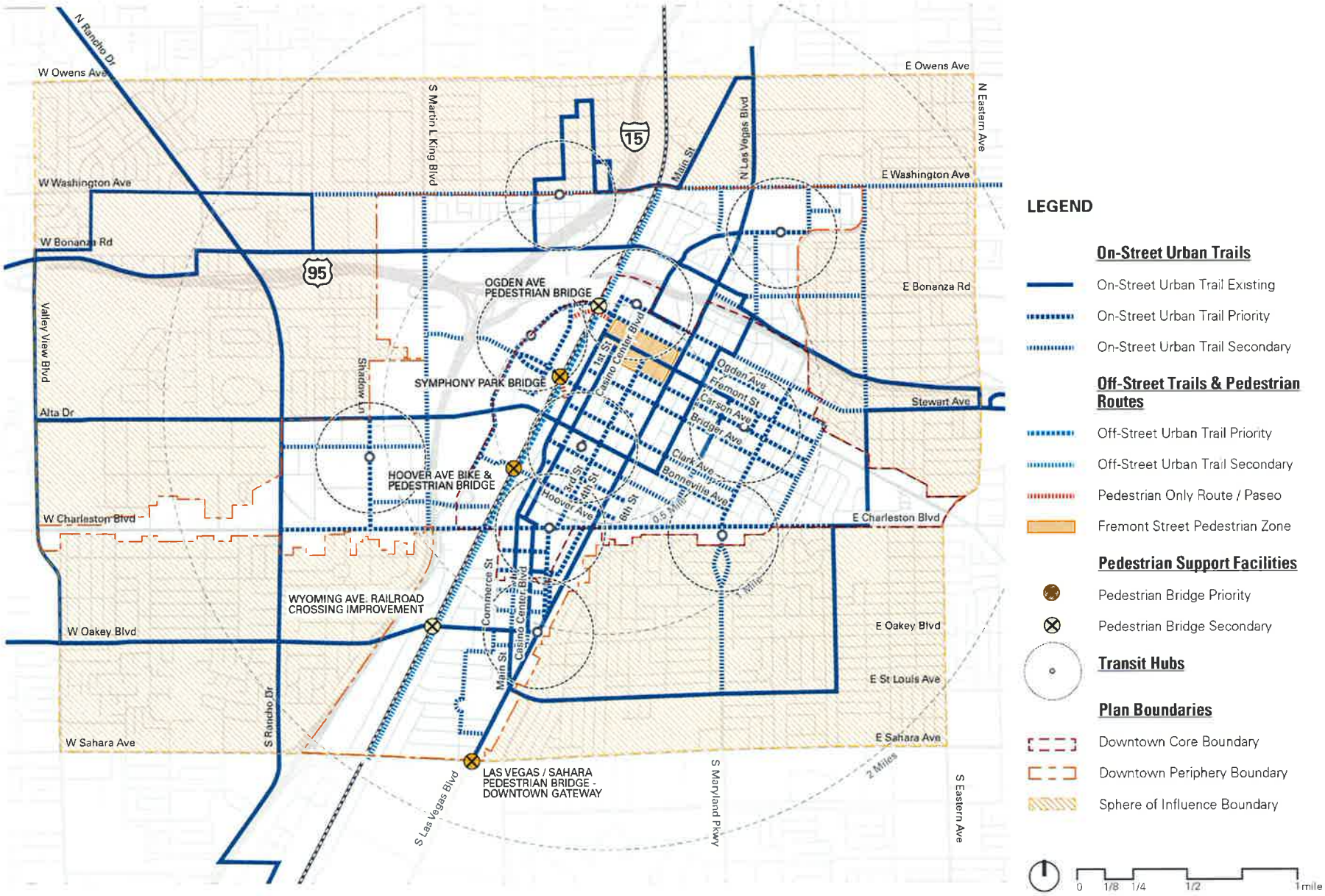

FIG 5.14: PROPOSED ACTIVE TRANSPORTATION CONCEPT - PEDESTRIAN NETWORK

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SUSTAINABILITY



GOAL 5: COMMUNITY RESILIENCE

Downtown will become a resilient community, striving to be the first net zero energy, water, and waste City in the country, by implementing progressive sustainability programs and policies.

The strategy and planning intent of creating a resilient community include the following aspects:

PROMOTING EFFICIENT RESOURCE MANAGEMENT

- Encourage water and energy conservation measures through incentives and ordinances in both City and private projects.
- Establish incremental energy, water and waste targets to achieve the City's commitment to be a net-zero energy, water, and waste municipality.
- Implement mandatory energy and water consumption reporting to establish City-wide metrics and transparency.
- Develop a resource recovery program across industries to promote materials reuse and diversion from landfill.

IMPROVING COMMUNITY HEALTH & WELLBEING

- Ensure that the City's green building program includes criteria for healthy indoor air quality, and for reduction of the use of toxic and off-gassing materials,
- Promote transit oriented development.
- Develop a closed loop food recycling program from restaurants and hospitality; collected food will be used to support homeless and poverty stricken neighborhoods and shelters.
- Promote (re)development projects near transit hubs and within walkable communities.

INVESTING IN WATER AND ENERGY INFRASTRUCTURE

- Develop off-grid district scale energy solutions using renewables.
- Eliminate the use of potable water for non-potable uses; implement policy which allows treatment of greywater to usable standards on a local level.
- Implement policy requiring onsite renewable energy generation renewables at the site level for private and municipal development.

ENSURING ADAPTABILITY AND FUTURE PROOFING

- Conduct a climate change risk analysis to understand, and plan to mitigate, the impacts of global warming for the Las Vegas area.
- Establish a Climate Action Plan to link specific short term goals with longer term climate change implications.
- Update building code requirements to withstand extreme weather and other unforeseen events, and ensure the local community has access to a reliable supply of water, energy, shelter, and food.
- Ensure municipal buildings can serve as places of refuge and can function for extended periods without grid source electricity and Lake Mead water supply.

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TABLE 5.2: SUSTAINABILITY POLICY

1	PROMOTE **RESOURCE CONSERVATION**	Increase energy efficiency through conservation and retrofit programs, including adoption of energy ordinances and codes.	Maximize waste reduction and diversion through residential recycling and business waste management programs.	Extend the supply of water resources through increased use of reclaimed water, water efficient landscape design, and other conservation programs.
2	MOVE TOWARD **RESOURCE INDEPENDENCE**	Take measures to reduce auto dependency by encouraging alternative modes of travel and creating a more walkable community.	Cluster development around major transit stops for more efficient utilization of resources and to increase transit accessibility and use.	Pursue "net-zero" status over the long-term development of Downtown, advocating reliance on "closed loop" energy, waste, and water systems.
3	EMPLOY **DISTRICT-SCALE ENERGY STRATEGIES**	Promote district energy generation and distribution strategies to increase efficiency, and reduce cost and consumption in the provision of heating, cooling, and electricity.	Explore opportunities to utilize efficient energy systems such as heat recovery and co-generation, ambient energy loop, and thermal energy storage.	Encourage on-site energy generation and promote investment in renewable energy, especially use of photovoltaics to take advantage of the region's solar energy potential.
4	UPGRADE **INFRASTRUCTURE FACILITIES & NETWORKS**	Rehabilitate and upgrade key components of Downtown's infrastructure, including its aging water infrastructure and stormwater drainage system.	Implement Project Clear Skies to underground existing overhead power and communications utilities and improve Downtown's appearance.	Tie infrastructure upgrades to redevelopment activities that advance the goals, objectives and priorities of the Master Plan.
5	EXTEND **SMART INFRASTRUCTURE**	Invest in smart technology and systems that improve resource utilization and the quality of service delivery to the Downtown community.	Use smart technology to monitor mobility, utilities, and communications networks, as well as building operations, and thereby achieve more sustainable outcomes.	Maintain a strong information and communication technology (ICT) network that draws leading enterprise, including education, creative arts, high-tech, and bio-medical sectors.
6	ENCOURAGE **GREEN PROJECTS & PRACTICES**	Require public buildings to meet USGBC LEED-Silver rating or equivalent and advance the City's sustainability goals.	Apply standards and guidelines for renewable energy and resource efficient design to new site development and major renovation projects.	Incentivize sustainable business practices that produce less waste, use less water, and promote energy efficiency and reliance on green power.
7	INCREASE **LOCAL & HEALTHY FOOD SUPPLY**	Support the market for locally grown and organic foods, and improve access to healthy food, for example, sponsoring farmer's markets and facilitating ties to local restaurants.	Encourage cooperative structures for urban farming, and local food production and distribution, including community supported agriculture and consumer cooperatives.	Accommodate urban farming and community gardens to bolster the local food supply, especially as a productive temporary use on vacant and underutilized parcels.
8	ADOPT **SUSTAINABILITY METRICS**	Set targets, gather data, and track progress toward achieving "net zero" status, as well as other goals and objectives of a sustainable and resilient Downtown.	Utilize the Sustainability Tools for Assessing and Rating Communities (STARs) national certification program as a measure of Downtown's success.	Identify and undertake eco-demonstration projects to initially focus Downtown's sustainability efforts, particularly on actions that support multiple objectives.

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DISTRICT-SCALE SUSTAINABILITY CONCEPT

Appropriate energy, waste, water and carbon strategies are utilized in each zone of the Plan. Zone characteristics align with the ability to export energy to another, re-use or minimize waste or provide an opportunity to highlight technologies to achieve carbon emissions reductions. The strength of each zone then contributes to a synergistic interdependence within the district as a whole.

ECO-DEMONSTRATION ZONE

- This zone will highlight technology and showcase the strategies that are in use in the surrounding zones of the district. The tourist corridor and Symphony Park provide premium access to the public for teaching opportunities that will illustrate behaviors that foster a sustainable community.

NET ZERO ENERGY/WASTE/WATER ZONE

- This zone hosts the seat to the civic center. Court houses, transportation and denser, metropolitan, vertical, housing function as a hub for the surrounding zones in the district. Renewable energy flows through the hub. Urban housing and reduced landscape area allow for zero water cycles. Waste outflow powers urban agriculture in other zones that provide for the return flow of local food to fill urban farmers markets.

NET ZERO WASTE ZONE

- This zone houses primarily residential neighborhoods. Occupants in the neighborhoods will utilize organic waste collection facilities that will provide organic compost and other materials that can be used as raw materials and amendments for community gardens as well as building materials.

NET ZERO ENERGY ZONE

- This zone is characterized by low energy use warehouse/industrial spaces, single family and cultural corridor. These programs are low in energy use intensity and also provide ample area for roof-top and site solar photo voltaic renewable-energy production. The excess production that will result in this zone will provide an offset for the more energy intense programs elsewhere in the district. A Center of Sustainability could also be housed in this zone. The Center could have a central plant, recycling and upcycling center, as well as interpretive areas and sustainability education classes.

LOW CARBON ZONE

- This zone encompasses a proposed healthcare complex. Healthcare facilities have a distinct need for 24 hour operation and year-round heating requirements for hot water and HVAC re-heat. This load profile is ideal for co-generation technology. Co-generation technology utilizes waste heat to provide a low carbon energy, heating and cooling source.

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FIG 5.15: PROPOSED DISTRICT-SCALE SUSTAINABILITY CONCEPT

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ENVIRONMENT & OPEN SPACE



GOAL 6: GREEN NETWORK

Downtown will create a desert oasis establishing a green infrastructure network consisting of parks, plazas, tree lined streets, and various passive recreational facilities. The green network will provides visitors, workers, and residents with an appealing, thermally comfortable environment, multi-functional spaces for social gatherings, events, and activities; and create connections that link Downtown districts, amenities, and natural resources in the region.

The Plan's intent of creating a desert oasis in Downtown includes the following key aspects:

PROVIDING SAFE AND ATTRACTIVE NETWORK OF OPEN SPACE

- Open space can accommodate active and passive recreation activities in an urban environment; and can add value to an address for investment purposes especially when coupled with mixed use development.
- The Plan calls for identifying opportunities on key underutilized parcels and excessively wide streets to expand the open space network, creating a safer and more appealing outdoor environment for locals and visitors.

ESTABLISHING CONNECTIONS TO NATURAL RESOURCES & THE ENVIRONMENT

- Trail connections are important in any city, especially ones nested in valleys like Downtown Las Vegas.
- The Plan calls for establishing an urban trail network that links Downtown to regional open spaces and natural resources.

PROVIDING MULTI-FUNCTIONAL EVENT SPACE

- Celebrations and community gatherings are a necessary component of Downtown's cultural roots. The Plan intends to encourage flexibility in the design of outdoor spaces, especially event spaces.
- Temporary event spaces are expected in the Downtown area. These spaces could be a closed-down street or a parking area cleared out for events, small plazas, or parklets for outdoor activities.

CREATING THERMAL COMFORT OUTDOOR ENVIRONMENT

- Increasing the tree canopy can effectively mitigate heat island effect, lower the ambient temperature, and thereby lower district wide energy costs.
- The Plan calls for promoting urban forestry downtown-wide where appropriate. Continuous street tree planting can provide visitors and locals with appealing shaded spaces and reduce the heat island effect.

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TABLE 5.3: ENVIRONMENT AND OPEN SPACE POLICY

1	BUILD **LINKAGES TO REGIONAL PARKS**	Extend the urban trails network, including development of recreational hiking and biking trails that better connect Downtown with regional parks and open spaces.	Give funding preference to trails and pathways that link Downtown to the regional trail system and fill gaps in Downtown's urban trail network.	Explore opportunities to develop urban trail connections in coordination with future streetscape enhancements, and flood control and drainage projects.
2	INTEGRATE **URBAN SCALE PARKS & PLAZAS**	Develop a full complement of open spaces in Downtown, favoring urban plazas and small neighborhood parks as especially suitable for the urban core.	Introduce standards and incentives for the provision of urban outdoor space in conjunction with infill development and redevelopment projects.	Incorporate mini-parks and urban plazas in conjunction with new and renovated civic facilities and cultural attractions.
3	CREATE **GREEN STREETS & LINEAR OPEN SPACES**	Establish an extensive network of green streets and linear open spaces to link activity centers and unify the open space network.	Transform expansive roadways with excess vehicular capacity into green streets and linear parks offering abundant shade and pedestrian amenities.	Explore the opportunity for a linear park and open space buffer on underutilized land along the UPRR right-of-way, incorporating trails and other recreational amenities.
4	EMPHASIZE **MULTI-FUNCTIONAL OUTDOOR SPACES**	Maximize open space resources by designing multi-functional spaces that are amenable to multiple community functions and/or recreational activities.	Design for thermal comfort, introducing tree canopy, shading devices, and other approaches that will create a favorable microclimate and encourage outdoor activity.	Prioritize construction of a Central Park as the focal point and setting for major community gatherings, festivals, and events.
5	EXPLORE **PARKS DEVELOPMENT ALTERNATIVES**	Consider alternative methods of funding the development, operations, and maintenance of parks and open spaces, such as public-private partnerships and concessions.	Investigate opportunities to acquire vacant and underutilized parcels for parks and open space development through land purchase, exchange and donation.	Accommodate the temporary use of vacant and underutilized property as open space amenities, such as community gardens, dog parks, outdoor performance space, etc.
6	PROMOTE **URBAN FORESTRY**	Extend the urban forest to beautify streets, shade pedestrians, lower the ambient temperature, and reduce the heat island effect.	Incorporate tree planting in conjunction with streetscape enhancements, and the improvement and development of parks and public spaces.	Require drought tolerant planting for all parks and public spaces, favoring native species while also accommodating non-invasive adapted species.

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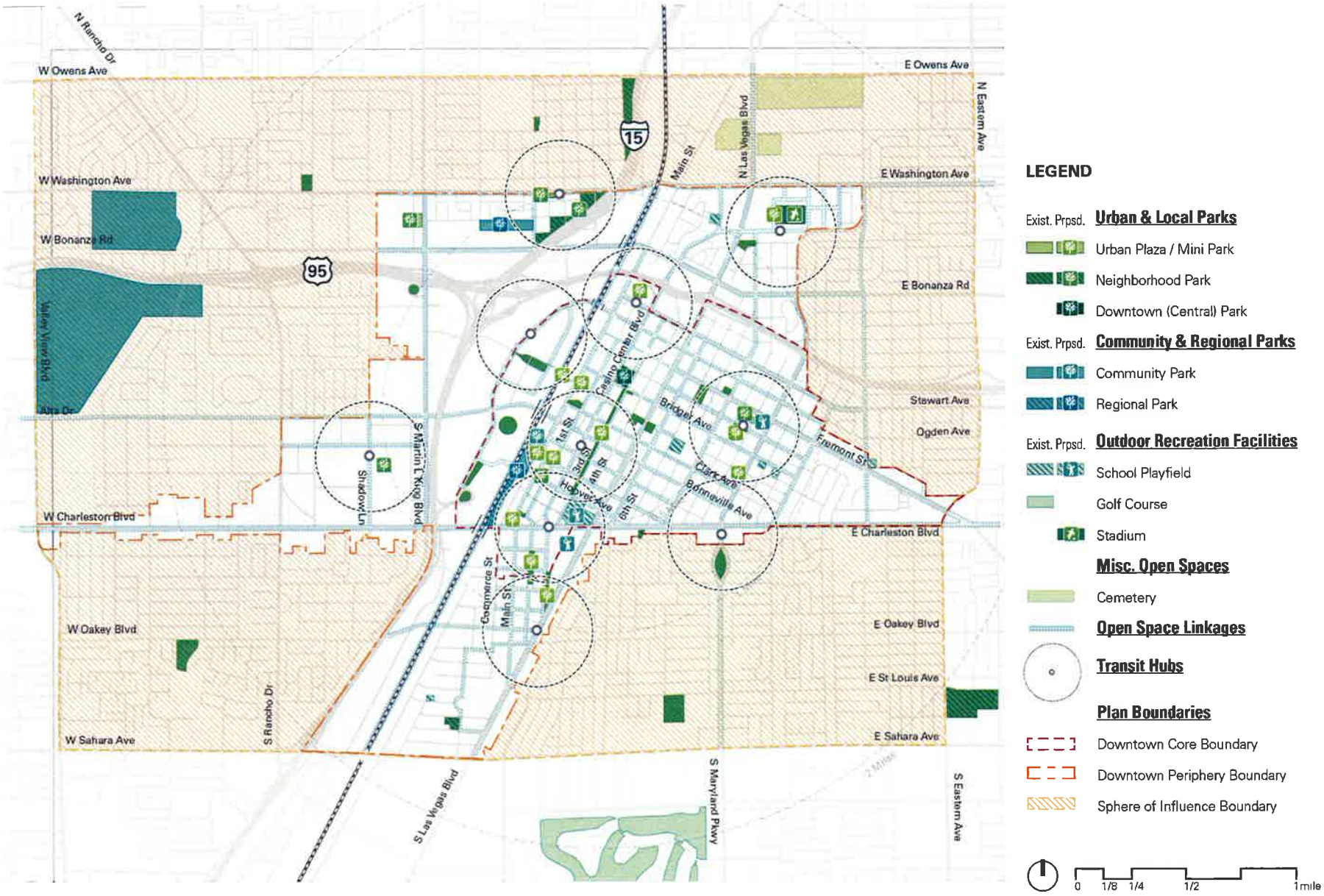

FIG 5.16: PROPOSED PARKS & OUTDOOR RECREATION FACILITIES

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PARKS & RECREATIONAL FACILITIES CONCEPT

The Plan proposes to deliver various types of park spaces downtown-wide, with the total amount of new parks approximated at 23 acres. Parks will provide diverse active and passive outdoor spaces for both locals and visitors.

URBAN & LOCAL PARKS

Urban and local parks are usually designed as multi-functional spaces to provide shade and accommodate events in an urban environment. New proposed urban and local parks include:

- **A Central Civic Park** at 3rd Street/Casino Center Boulevard adjacent to the Golden Nugget as a new downtown destination;
- **3rd Street Linear Park** with a consistent tree canopy and designated bike lanes converted from on-street parking & a travel lane within the current street right-of-way;
- **8-9 neighborhood parks** associated with transit hubs that serve nearby residents and workers; and
- **Several urban plazas/mini parks** redeveloped from vacant and underutilized properties within the densely populated Downtown core.

COMMUNITY & REGIONAL PARKS

- **Community and regional parks** are large-scale public parks that serve residents in the Sphere of Influence or the population in the Valley. New proposed parks include a **Community Sports Park** and a **Sculpture Park** located on the vacant parcels or underutilized properties along the UPRR track.

OUTDOOR RECREATIONAL FACILITIES (PUBLIC OWNERSHIP)

Outdoor recreational facilities are associated with large public parks and community centers to support multiple athletic facilities. To maximize resources, shared-use school fields for community use are recommended. New facilities include:

- **Play courts** w/ proposed community centers in Fremont East and the Historic Westside District; and
- **School field** for the new K-12 school in 18B Arts District.



A CENTRAL PARK CAN PROVIDE A KEY MISSING GATHERING PLACE THAT WILL ACT AS A REGIONAL DESTINATION FOR MAJOR EVENTS, WEEKLY MARKET DAYS, PLACES TO REST AND READ A BOOK OR KICK A SOCCER BALL.



TEMPORARY SPACES FOR EVENTS & OUTDOOR ACTIVITIES
FROM LEFT TO RIGHT: STREET CLOSED DOWN FOR SOCIAL GATHERING; PARKLET WITH BENCHES AND XERISCAPING
(*FOR ILLUSTRATIVE PURPOSE ONLY)

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OPEN SPACE LINKAGE CONCEPT

Proposed open space linkages in Downtown include the following elements:

GREEN STREETS

These streets create an emphasis on public realm improvements with enhanced landscaping creating an appealing walking experience. Key features of green streets may include:

- **Extensive street tree canopy** to shield pedestrians from the sun and reduce heat island effects.
- **Generous sidewalks** with streetscape furniture and bicycle/pedestrian amenities.
- **Active ground floor uses** with outdoor seating.
- **Shade structures and building canopies** to shield pedestrians from the sun and reduce heat island effects.
- **Impervious paving and bio-retention** for stormwater collection.

30 miles of new green streets are proposed in the Downtown area in the next 20-year scope. For implementation consideration, new green streets are phased in two levels as follows:

- **Primary Green Streets** mainly encompass the grid of Casino, Civic & Business, 18B Arts, and Symphony Park Districts, as well as major activity corridors, including Las Vegas Boulevard, Charleston Boulevard, Fremont Street, Maryland Parkway, and Alta Drive.
- **Secondary Green Streets** are the streets that would be implemented in the later phase, mainly located in the peripheral districts.



GREEN STREETS WITH EXTENSIVE TREE CANOPY



URBAN TRAILS ALONG THE TRACK



PEDESTRIAN PASEO WITH PUBLIC ART

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FIG 5.17: PROPOSED OPEN SPACE LINKAGE

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ECONOMIC DEVELOPMENT & STRATEGIC PLANNING

Identifying key market niches for Downtown will provide the missing elements that will unleash Downtown's economic potential.

ECONOMIC DEVELOPMENT

TOURISM, ARTS & CULTURE

STRATEGIC PLANNING

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ECONOMIC DEVELOPMENT



GOAL 7: DIVERSIFIED ECONOMY

Downtown will establish a diversified, sustainable economy, enhancing Downtown's economic competitiveness, as well as drawing new investments, business and talents, from the region and the state to the area. Creating Centers of Excellence associated with educational opportunities and potential economic drivers concentrate human capital around new niche industries, attracting start-ups and fostering long-term prosperity.

The Plan's intent of establishing a diversified, sustainable economy includes the following aspects:

STRENGTHEN DOWNTOWN'S ROLE AS A MAJOR EMPLOYMENT CENTER

- Serving as the economic and employment hub of the Valley, Downtown should continue attracting talent and investments to the area and accommodate growth of local business and niche industries.
- The Plan intends on strengthening Downtown's role as the major employment center by providing diverse economic incentives, tax benefits, and capital funds to attract new businesses and their employees to Downtown.
- Provision of new office spaces and diverse housing products could also help to attract growth.

ENHANCING ECONOMIC COMPETITIVENESS REGION-WIDE

- Due to the shortcomings of Downtown's current physical environment and economic market, continual growth is happening in the surrounding communities - Summerlin, Henderson, the Strip, and so forth.
- To enhance Downtown's competitiveness amongst regional competitors, planning efforts should focus on establishing a vibrant and sustainable economic framework to attract new capital to the area and support local enterprises.

COMBINING EDUCATION WITH NEW ECONOMIC DRIVERS AND CREATING CENTERS OF EXCELLENCE

- In addition to the gaming industry, Downtown also targets a number of knowledge-based industries including medical, creative, and tech.
- Building Centers of Excellence in these new economic activity areas we are clustering learning opportunities around employments and offering skills training programs and multiple housing products to ensure local citizens are prepared for the future economy.

SUPPORTING SMALL BUSINESS & ENTREPRENEURS

- Small business are essential to the growth of the creative economy. Many small businesses are looking to locate in Downtown, however, protracted approval process, lack of land for accommodating development, and antiquated zoning requirements are all barriers impeding the growth of these businesses. The Plan calls for supporting small business development through tax breaks, expedited approvals, funding support, etc.

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TABLE 6.1: ECONOMIC DEVELOPMENT POLICY

1	STRENGTHEN **DOWNTOWN GAMING**	Promote Downtown as the preeminent center of tourism and gaming activities in the City of Las Vegas, and a major focus of such activity for the Las Vegas Valley.	Enhance the tourist experience by improving convenience, accessibility, and amenity, including the addition of diversified spin-off businesses, such as food and beverage.	Restore the history, glamor and attraction of Downtown gaming, in particular, by encouraging the revitalization and renovation of historic casino resorts.
2	PROMOTE **MEDICAL & HEALTHCARE LEADERSHIP**	Establish the Medical District as the top regional center for healthcare and an important driver of the Downtown economy, highlighted by the proposed UNLV medical campus.	Promote bio-technology by leveraging existing and proposed medical and technical resources such as the Cleveland Clinic Lou Ruvo Center and the UNLV School of Medicine.	Strengthen physical and economic links between the Medical District and other Downtown assets, prioritizing improved transit links to the Downtown core.
3	FOSTER **CREATIVE & TECH ECONOMIES**	Build on Downtown's emerging creative and technical sectors to help diversify the economy, and bring higher quality and better paying jobs to the area.	Facilitate development of the physical space and infrastructure necessary to attract creative and tech companies, for example, through adaptive reuse of aging buildings.	Support incubator and accelerator programs to help stimulate entrepreneurial activity and investment.
4	CULTIVATE **STRATEGIC PARTNERSHIPS**	Capitalize on economic synergies and improve physical linkages between the medical, technical, and creative sectors.	Build strong regional partnerships with governmental, academic, and non-profit players to attract and grow target industries.	Strengthen physical and programmatic ties with UNLV and other post-secondary institutions, including development of satellite campuses in the Downtown.
5	ENLARGE **DOWNTOWN'S TALENT POOL**	Draw professional, technical, and creative arts talent to Downtown, thereby enlarging the available talent pool and spurring investment.	Improve Downtown's quality of life, delivering housing, amenities, and services that support an urban lifestyle and cater to the rising creative class.	Broaden the range and scope of professional, technical, and creative arts education available throughout Downtown.
6	DEVELOP **JOB SKILLS FOR RESIDENTS**	Take measures to promote workforce education and training, ensuring a skilled labor force that will meet the needs of prospective business.	Provide public sector coordination and support for entities that deliver such services as jobs matching and workforce training.	Support partnerships with the school district and other educational institutions that will foster local apprenticeship programs and achieve desired educational outcomes.
7	SUPPORT **LOCAL & SMALL BUSINESS ENTERPRISE**	Promote retention of small business and the development of local enterprise as a catalyst to long-term economic development.	Establish programs and initiatives that encourage microenterprises, including various forms of financial support to establish, stabilize, and expand such businesses.	Match entrepreneurs with opportunities to transform vacant space into active businesses that will create a "buzz."

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CENTERS OF EXCELLENCE CONCEPT

Leveraging institutional and educational programs to expand job opportunities, Centers of Excellence (COE) are industry specific clusters with learning, research, and businesses in close proximity. Five Centers of Excellence are proposed in the Plan as follows:

COE 1: GAMING & HOSPITALITY

To strengthen the major engine role of gaming & hospitality in Downtown's economy, new facilities as well as existing asset improvements should be incorporated in this area, including:

- **Upgrading F.S.E.**
- **Building a new Tourism Bureau** via renovation of the existing building at the Carson/Las Vegas Boulevard intersection.
- **Introducing new bars & restaurants**.
- **Redeveloping large surface parking lots** adjacent to the US 95 ramp and Greyhound Terminal for new resorts and hotels.

COE 2: MEDICAL & HEALTHCARE

Relying on the UNLV Medical School and ample healthcare facilities and medical offices, medical and healthcare will become one of the leading industries that drives Downtown's economy. Primarily located in the Medical District and nearby Historic West side, potential opportunities to strengthen the area's identity and accommodate future growth may include:

- **Redeveloping the vacant campus at Shadow Lane/Pinto Lane** for expansion of current Medical Campus.
- **Redeveloping vacant/declined properties on Alta Drive and Tonopah Drive** for new medical offices/R&D incubators.
- **Creating a health support and medical services cluster** on M.L.K Boulevard north of Alta Drive.
- **Upgrading the light industrial zone on Bonanza Road for medical equipment & supplies manufacturing**, providing jobs & training courses to the nearby socially and economically marginalized population.

DOWNTOWN ECONOMIC DRIVERS

GAMING & HOSPITALITY



MEDICAL & HEALTHCARE



CREATIVE & TECH



CULTURAL & LEARNING



SPORTS & ENTERTAINMENT



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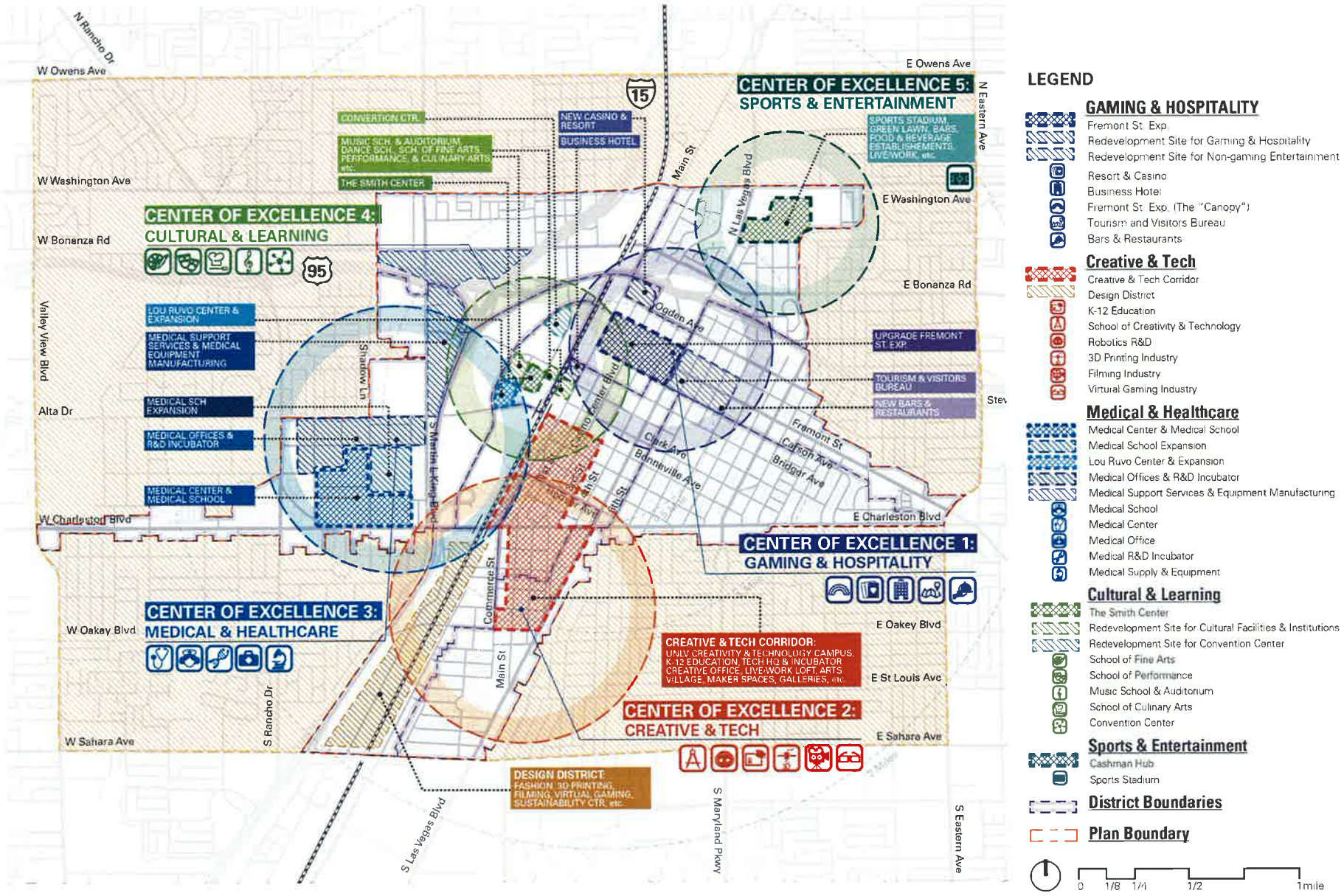

FIG 6.1: PROPOSED CENTERS OF EXCELLENT CONCEPT

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COE 3: CREATIVE & TECH

Building upon the 18B Arts District, local art roots, and the emerging creative and tech businesses in Downtown; the 18B Arts District, as well as the adjacent vacant/underutilized parcels in the Gateway District, will become key areas for solidifying the creative and tech economy (i.e., design, robotics, fashion, green tech, etc.) in the Downtown core. Opportunities should include:

- **Building a UNLV Creativity & Technology Campus** at Charleston / Casino Center Boulevard for drawing students and talents to the area, and providing related occupational training courses.
- **Building a Modern Art Museum and a number of new art galleries, studios, and maker spaces** for enhancing the art scene and promoting tourism development.
- **Upgrading the declined industrial zone along UPRR track** (future Sculpture Park) for Tech offices and R&D incubators.
- **Redeveloping vacant parcels providing diverse housing products**, including live/work lofts, student housing, senior/veteran housing, etc.

COE 4: CULTURAL & LEARNING

The Smith Center at Symphony Park has successfully attracted a significant audience with interests in performance and culture. To further strengthen the cultural identity in Symphony Park, expanding the potential of cultural tourism (i.e., culinary, performance, and fine arts, etc.) in Downtown, opportunities should include:

- **Building new performance venues** (i.e., a repertory theater and 500 seat performance hall) for expanding the cultural offerings that complement the Smith Center.
- **Incorporating a Performing Arts School for music and dance** and **a new vocational school** (offering programs of digital imaging, high tech manufacturing, service training, etc.) that could strengthen the cultural and learning impact on the surrounding community.
- **Providing year-round events & festivals programmed for Symphony Park.**

COE 5: SPORTS & ENTERTAINMENT

The Cashman District has traditionally been the home of historical and cultural assets of the city, as well as the home of the triple A baseball club. The desire to create a sports and entertainment core of activity that would stimulate redevelopments in surrounding areas adjacent to the northern gateway of Downtown could include the following:

- **Building a soccer stadium and associated facilities** that attract an MLS franchise.
- **Redeveloping a number of mixed use blocks** that include workforce housing, creative and incubator office, as well as ground floor bars, restaurants and service retail that cater to the tech and creative population and complement game day activities.
- **Incorporating a town green** for tailgating, diverse programmed events and festivals (i.e.,farmers markets, swap meets, food and beverage events, concerts, fun runs, etc.), and community based activities.

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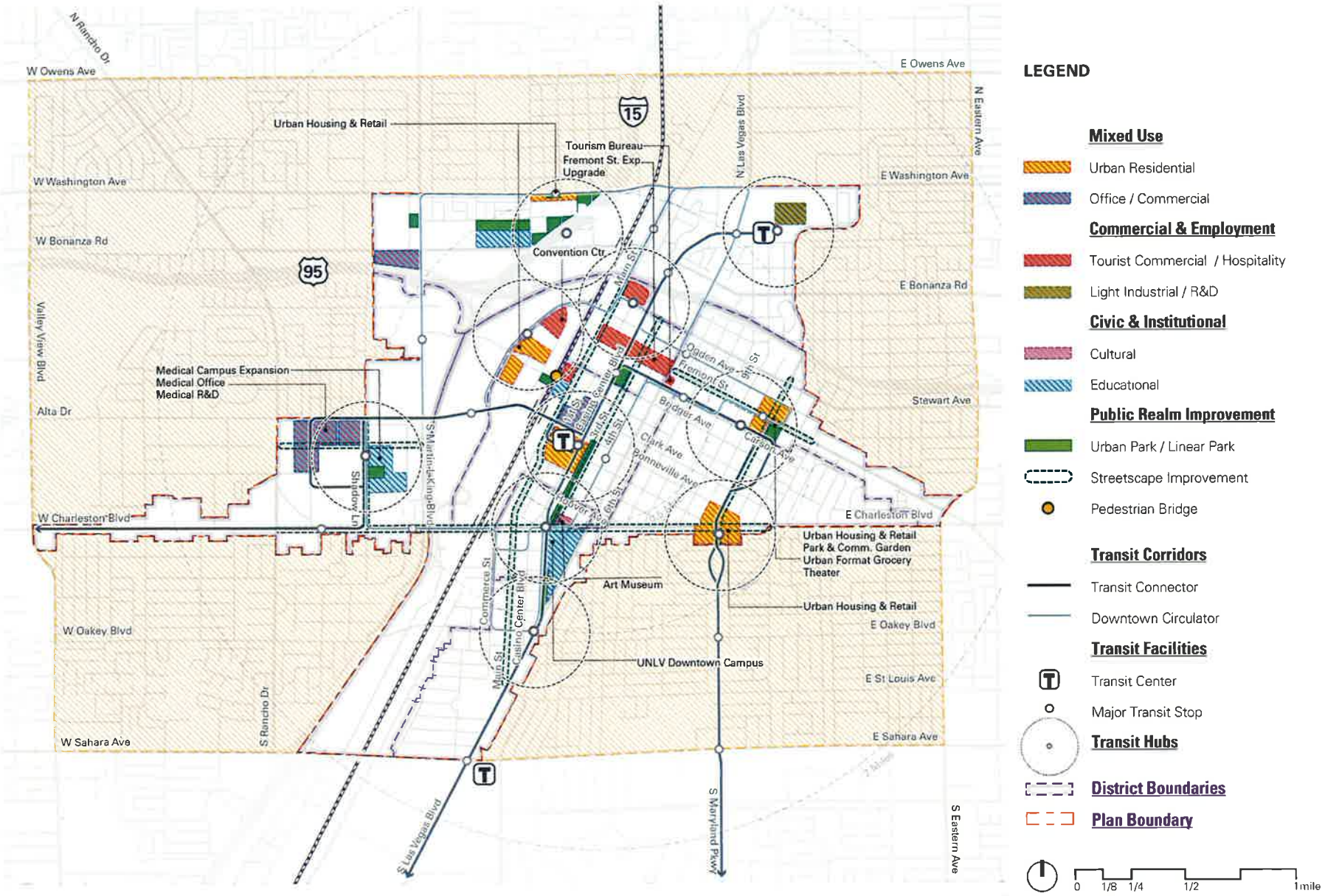

FIG 6.2: PROPOSED CATALYTIC PROJECTS CONCEPT

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TOURISM, ARTS & CULTURE



GOAL 8: ABUNDANT ENTERTAINMENT & CULTURE

Downtown will celebrate its legendary history and culture through new and expanding cultural attractions, fostering arts and entertainment roots, and programming abundant events and festivals. A new art museum will act as an anchor for the area bringing a steady daytime population to 18B Arts District. Life is beautiful, First Fridays, Helldorado, live concerts, as well as various cultural festivals, will take place in Downtown year-round, entertaining locals, tourists, and attracting patrons to Downtown.

The Plan's intent of providing abundant entertainment & culture include the following key aspects:

EXPANDING DOWNTOWN'S CULTURAL ROLE & PROMOTING TOURISM

- Downtown embraces a large number of historic and cultural attractions that entertain tourists and locals, and bring in significant economic benefits.
- The Plan aims to intensify Downtown's role as a cultural destination through providing additional cultural facilities, supporting local artists and creativity, and programming diverse events and festivals to celebrate Downtown's legendary character and enrich locals' daily life.

RECAPTURING DOWNTOWN HISTORY AND AUTHENTICITY

- The changes in Downtown's environment is refreshing, however, these changes also put Downtown at risk of losing connections to some of the colorful characters and places that make up its history. Promotion of historic preservation and creative reuse of old buildings could help to strengthen Downtown's historic character.
- In addition, the integration of historical markers and themed events would help to create a stronger connection to the City's history and help build a community.

FOSTERING LOCAL ARTS AND CULTURAL ROOTS

- The burgeoning of art galleries, studios, and creative businesses in 18B Arts District features a community art scene and incubates Downtown's new creative economy.
- To foster local art roots and strengthen the development of the creative economy, more spaces should be provided to local artists for accommodating creative businesses and activities.

ENTERTAINING PEOPLE AND ENHANCING LOCAL PRIDE

- Though events like Life is Beautiful, First Fridays, and Helldorado fill some gaps in the local event calendar, Downtown still needs more events and activities to bring people together and enhance the local pride.
- Diverse local events could include farmers markets, swap meets, and food trucks on a temporarily closed-down street or in a small-scale urban plaza.

EXPANDING CULTURAL OFFERINGS & ATTRACTING PATRONS

- Downtown needs to expand its cultural offerings to solidify its creative economy. New cultural anchors such as the Modern Art Museum and arts-related institutions (i.e., School of Fine Arts, Music, and Performance) could draw more visitors and talents to Downtown and trigger new developments in the vicinity.

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TABLE 6.2: TOURISM, ARTS AND CULTURE POLICY

1	PROMOTE **DOWNTOWN TOURISM**	Make Downtown a leading center for tourism and entertainment, retaining and strengthening the resorts and gaming industry as a major economic driver.	Develop sports and entertainment facilities that will draw patrons from across the Las Vegas Valley, in particular, by bringing a major league sports team to Downtown.	Pursue a major convention facility and attract related hospitality uses that will increase tourism and bring additional activity to Downtown's resorts and casinos.
2	PROVIDE **ACTIVITIES FOR LOCALS**	Introduce activities and attractions that will widen the appeal of Downtown to residents and regional visitors by offering more than adult-oriented entertainment.	Develop arts, cultural and entertainment venues that cater to local residents and regional visitors, such as cinema, performing arts venues, and expanded dining options.	Support community based programming and events, particularly activities that foster civic pride and address local needs and desires, such as farmer's markets and crafts fairs.
3	EXPAND **CULTURAL OFFERINGS**	Amplify Downtown's cultural role in the region by offering a wide range of opportunities for cultural enrichment that will appeal to both locals and tourists.	Bring institutions and facilities to Downtown that will advance culture and the arts, in particular, fulfilling the desire for a contemporary art museum.	Explore opportunities to introduce an educational component into new and existing cultural facilities and attractions, such as pairing arts education with an art museum.
4	SUPPORT **COMMUNITY ARTS SCENE**	Attract art galleries, studios, and makers-space in support of Downtown's burgeoning arts scene and emerging creative economy.	Promote 18b The Las Vegas Arts District as the primary center of creativity and destination for the arts in the region.	Expand the public art program within the Downtown core to improve community aesthetics and enhance local identity.
5	RECAPTURE **DOWNTOWN HISTORY & AUTHENTICITY**	Protect Downtown's heritage, in particular, through active restoration and preservation of historic buildings and sites.	Inventory historic structures, landmarks, and sites, and promote official designation by the Historic Preservation Commission (HPC).	Encourage preservation of iconic neon and historic signage, for example, advocating for official recognition by the HPC of identified signs as historic objects.
6	COORDINATE **SPECIAL EVENTS PROGRAMMING**	Establish an organizational structure to coordinate year-round events programming in the Downtown, and complement the branding and marketing strategy.	Achieve a balance between large-scale special events and more locally based activities to minimize negative impacts and increase benefits to local businesses.	Support community events that bring more arts and culture to Downtown, addressing the expectations and desires of both local and tourists.

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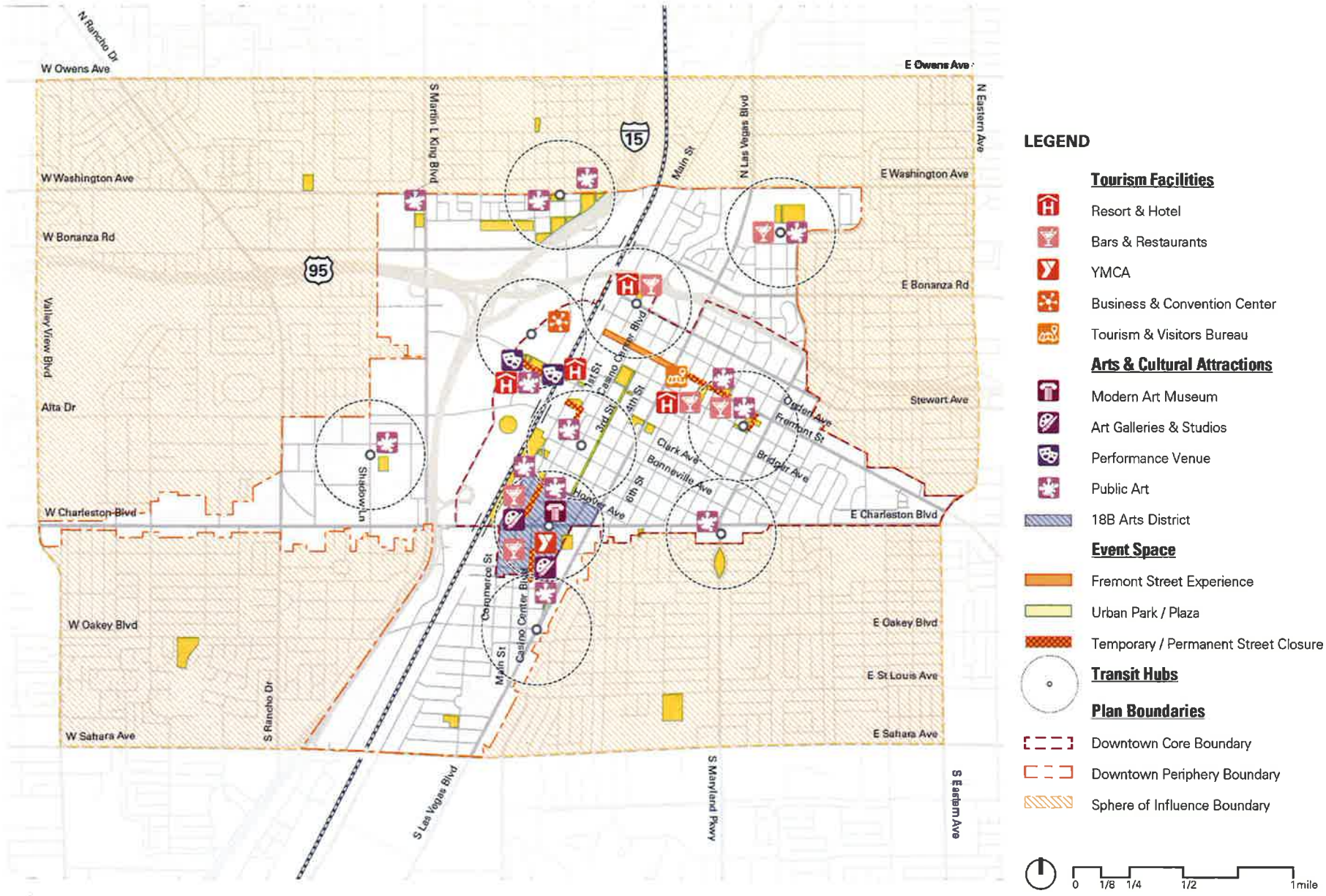

FIG 6.3: PROPOSED TOURISM, ARTS & CULTURE CONCEPT

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TOURISM, ARTS, & CULTURE CONCEPT

TOURISM FACILITIES

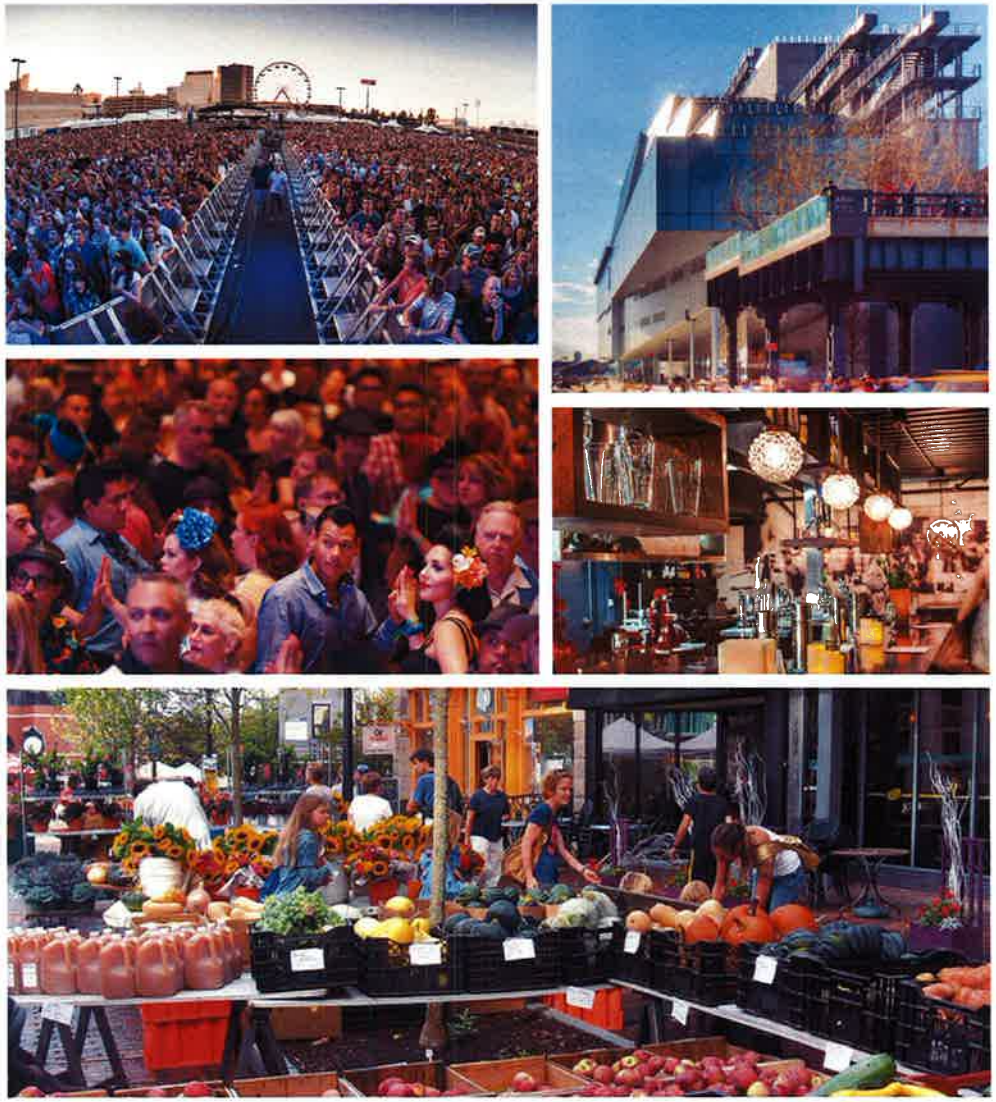
- **Resort & Hotel:** new resorts and hotels should primarily be concentrated in the Resort & Casino, Symphony Park, and Civic & Business Districts. Additional opportunities could be redevelopment of large-scale surface parking lots or renovation of existing underutilized buildings.
- **Bars & Restaurants:** these facilities play a vital role in Downtown's tourism industry and also cater to local residents and workers. New proposed facilities should cluster in Fremont East, Cashman, and 18B Arts District.
- **Other facilities:** include a new YMCA in the Arts District adjacent to UNLV Downtown Campus, a Business & Convention Center in Symphony Park catering to tech/business conferences, as well as a Tourism & Visitors Bureau renovated from the existing building at Fremont Street/Las Vegas Boulevard.

ARTS & CULTURAL ATTRACTIONS

- **Modern Art Museum:** located within the Arts District transit hub, adjacent to Charleston/Casino Center Boulevard, and identified as a new cultural anchor and economic boomer in the Downtown core.
- **Art Galleries & Studios:** primarily concentrated in the Arts District on 1st Street, Main Street, and Casino Center Boulevard, catering to local artists, designers, and a diversity of creative activities.
- **Performance Venue:** includes a repertory theater and 500-seat performance hall, a performing arts school for music and dance, and is located adjacent to the Smith Center in Symphony Park.
- **Public Art:** public art functioning as visual attractions that enhance the built environment's aesthetics should be integrated in the placemaking of each node of activity downtown-wide.

EVENT SPACE

- **Flexibly-designed parks, plazas**, as well as **temporary street closures** could be physical spaces that accommodate various events, festivals, and community-based activities programmed in Downtown year-round.



CLOCKWISE FOR TOP TO RIGHT: DOWNTOWN MUSIC FESTIVAL; MODERN ART MUSEUM, HELLDORADO; COOL BARS; FARMERS MARKET
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STRATEGIC PLANNING



GOAL 9: SMART MANAGEMENT

Downtown will establish an efficient, effective, transparent, and predicative management framework to prolong the prosperity of Downtown's economy. Diverse economic incentives and funding sources prioritized in a Renaissance Zone attract new capital and residents. A unified Downtown BID provides funding and services to support local entrepreneurs. Community benefits programs along with design standards tie economic benefits with public and private realm enhancements delivering a quality environment to locals.

The Plan's intent of establishing a smart management framework includes the following key aspects:

CREATING RENAISSANCE ZONES FOR PRIORITIZING OPPORTUNITIES AND INCENTIVES

- To attract new businesses and residents into transit hub areas and further catalyze development within the districts, the Plan calls for creating a renaissance zone (RZ) associated with each transit hub for prioritizing opportunists and incentives. These zones are designed to provide local market-based incentives (i.e., tax waivers, fee reductions, micro-loan programs, etc.) for any new eligible business and resident moving into the zone.

PROMOTING STREAMLINED PERMIT PROCESS

- A streamlined regulatory system can make it easier to start, expand, and operate businesses in Downtown, creating a business-friendly environment. The Plan calls for simplifying local regulatory processes for achieving positive outcomes more efficiently and at lower costs. Adaptive, problem-solving collaboration, with respectful engagement of stakeholders is also encouraged in the process for achieving a high level of regulatory performance.

PROMOTING FORM-BASED CODING WITH PLACE BASED STANDARD

- To build a well-designed Downtown that integrates high-quality placemaking of the public and private realms envisioned by Downtown occupants, the Plan encourages applying form-based coding with community-based design standards in the zoning regulation process.

INTEGRATING COMMUNITY BENEFIT PROGRAMS IN PUBLIC /PRIVATE REALM IMPROVEMENT

- To establish a socially and environmentally vibrant Downtown, the Plan promotes integrating community benefit programs with public and private realm improvements. Community benefit agreements contract community groups with developers for achieving a win-win consensus by providing jobs and amenities to locals while providing additional development bonuses to developers.

ESTABLISHING A UNIFIED DOWNTOWN MANAGEMENT ASSOCIATION

- The Business Improvement District (BID) supports local businesses and entrepreneurs through provision of funding, services, and strategic initiatives for directing future development. Downtown needs, and local voice supports, a unified Downtown management organization that could umbrella multiple BIDs in the area and provide flexible management and services.

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TABLE 6.3: STRATEGIC PLANNING POLICY

1	PRIORITIZE **REDEVELOPMENT OPPORTUNITIES**	Take an aggressive approach to the use of development incentives and inducements to "bend the curve," increase demand, and achieve targeted levels of redevelopment.	Focus incentives on priority redevelopment sites and catalytic projects that further the goals and policies of the Master Plan.	Make transportation and infrastructure investments that enable and support development of key transit hubs and transportation corridors.
2	FUND **KEY INFRASTRUCTURE IMPROVEMENTS**	Employ a range of investment tools that support an aggressive redevelopment strategy by looking beyond funding sources available from state and federal government.	Assess various funding alternatives to undertake capital improvements, including debt-financing options, special improvement districts, and tax-increment financing.	Explore opportunities to tap into private capital to fund infrastructure improvements, in particular, forming public-private partnerships for projects that offer a revenue stream.
3	FACILITATE **LAND DEVELOPMENT**	Employ tools that enable land assembly and the purchase of key parcels, overcoming a major barrier to development in Downtown.	Utilize land banking and leverage properties under public ownership to assist in the redevelopment of key opportunity sites.	Explore opportunities to write down the cost of land, favoring developer proposals that advance the goals and policies of the Master Plan.
4	REFORM **LAND USE REGULATORY PROCESSES**	Establish a land use regulatory structure that delivers greater certainty and streamlines the development approval process.	Implement procedures that will rapidly move targeted development projects through the permitting process; in particular, by enabling administrative review and approval.	Minimize overlapping layers of land use regulation to improve the clarity and effectiveness of Downtown's development controls.
5	ESTABLISH **COMMUNITY BENEFITS PROGRAM**	Incentivize projects and programs that enhance livability and provide community benefits that market forces might not otherwise support.	Prioritize desired community benefits, and identify the nexus between benefits and available incentives to ensure favorable outcomes.	Provide inducements such as fast-track permit processing and incentive zoning to promote development projects that meet the goals and objectives of the Master Plan.
6	EMPLOY **CREATIVE FINANCIAL INCENTIVES**	Utilize traditional and innovative financial incentives available at the local level to stimulate economic development and attract favored industries.	Offer a suite of local incentives such as infrastructure cost sharing, off-site improvements, property tax incentives, micro-loan programs, etc.	Emphasize long-term rewards over short-term gains to encourage private sector investment, for example, through a mutual fund promoting local economic development.
7	PROMOTE **PUBLIC PRIVATE PARTNERSHIPS**	Pursue increased levels of cooperation and collaboration between business and government, as well as the educational and non-profit sectors.	Form partnerships to realize catalytic projects, emphasizing the development of facilities and programs that advance technology, arts, and culture.	Encourage corporate responsibility through partnerships intent on building the capacity of area residents, for example, by delivering increased educational opportunity.
8	CREATE **DOWNTOWN MANAGEMENT ORGANIZATION**	Establish a self-sustaining Downtown Management Organization to represent the interests of business and property owners, and to supplement government services.	Develop an organizational model that both advances Downtown-wide priorities and supports the efforts of individual districts.	Charge the Downtown Management Organization with promoting community and economic development, giving priority to improving safety and security.
9	COORDINATE **DOWNTOWN BRANDING & MARKETING**	Rely on the Downtown Management Organization to champion the area, and ensure coordinated and cohesive branding and marketing.	Launch an aggressive campaign to advertise and promote Downtown, accentuating the qualities that will increase visitation, attract new investment, and expand market share.	Complement and reinforce the overall branding and marketing effort through the visual branding of Downtown and its districts.

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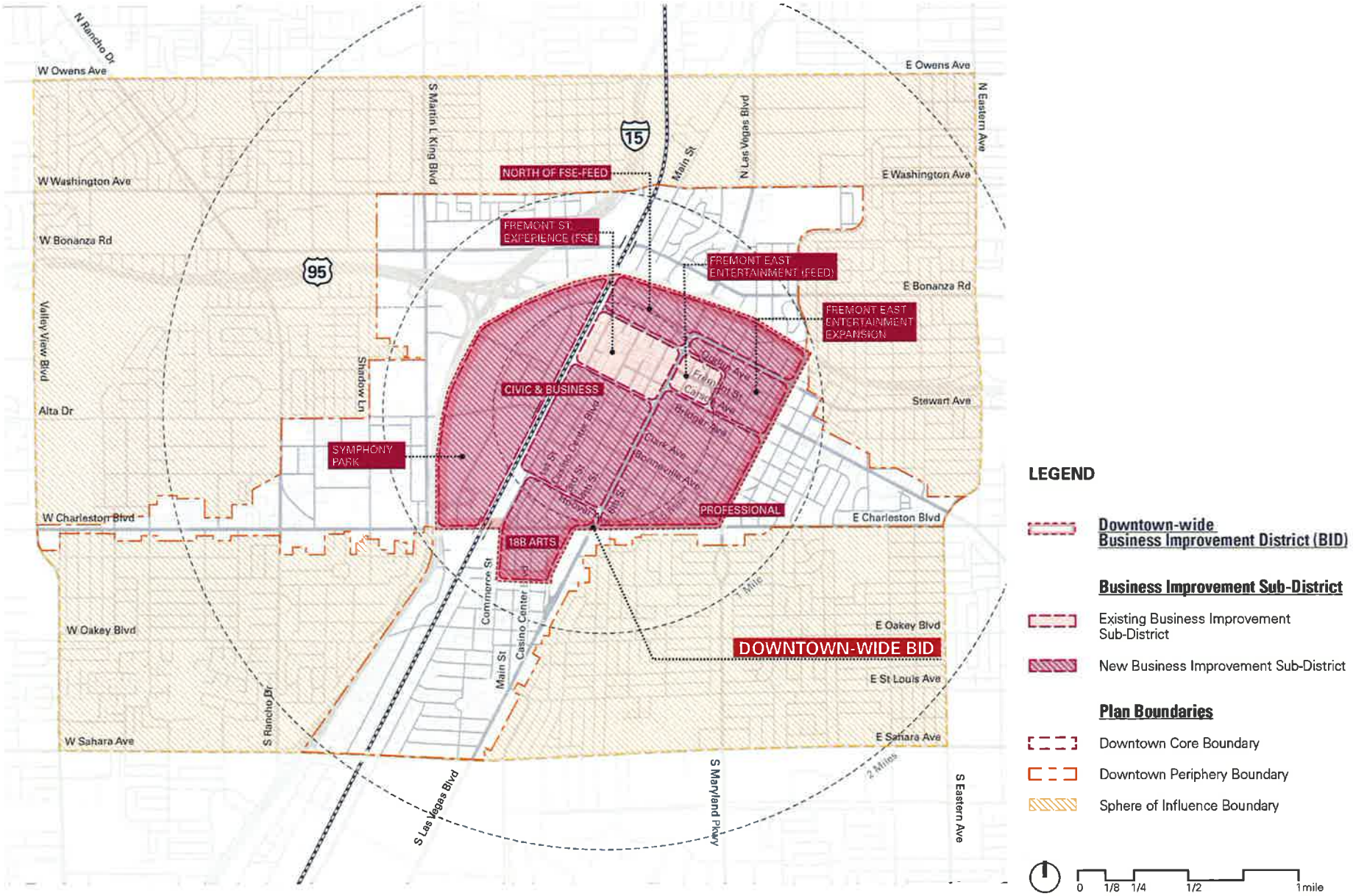

FIG 6.4: PROPOSED DOWNTOWN MANAGEMENT ORGANIZATION

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DOWNTOWN-WIDE BID CONCEPT

A proposed Downtown-wide BID area is designated within an area that encompasses the core of Downtown, roughly bounded by Charleston Boulevard and 18B Arts District to the south, Interstate 15 to the west, US 95 Hwy to the north and Maryland Parkway to the east. Eight sub-districts are identified within the proposed Downtown BID that correspond to existing management organizations and potential BID areas:

- **Symphony Park**
- **18B Arts**
- **Professional**
- **Civic & Business**
- **Fremont Street Experience (FSE)**
- **Fremont East Entertainment District (FEED)**
- **FEED Expansion**
- **North of FSE-FEED**

A Downtown BID would include several service layers as follows:

- **Downtown Management Organization**: a layer to support advocacy and economic development efforts throughout the Downtown, providing the financial support needed to operate a self-sustaining private/public downtown management organization.
- **Clean and Safe Services:** A second layer of the BID would distribute the costs and service benefits associated with a downtown-wide clean and safe program.
- **Special Projects:** A third optional layer of the BID would allow special projects to be financed either by the entire downtown or within specific sub-districts. In addition,
- **The Downtown Circulator** is also envisioned to be provided throughout the Downtown BID. The Downtown Circulator would provide high frequency shuttle service to all sub-districts within the downtown core as a short-term improvement emerging from the Downtown Master Plan.

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CORE DISTRICTS

As Downtown continues its overall transformation, it is important to visualize the ways in which each core district could benefit.

CIVIC & BUSINESS

18B ARTS

SYMPHONY PARK

FREMONT EAST

FOUNDERS

RESORT & CASINO

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CIVIC & BUSINESS

A DOWNTOWN CORE AND MORE.



SITE ANALYSIS
LOOKING FROM THE SYMPHONY BRIDGE (* FOR ILLUSTRATIVE PURPOSES ONLY)

The downtown core remains one of the primary employment centers of the region. The courthouses, legal and other professional services that cluster in the core create a significant critical mass of daytime activities.

Vacant parcels and blighted properties especially around City Hall and the RTC provide great potential sites for mixed use buildings, predominantly work force housing, and office with retail. A new vocational school offering programs in digital imaging, high tech manufacturing, service training, and other support educational programs would be a vital addition. Retail elements should include a major downtown grocery, restaurants, and other services that act as a magnet of activity for all of Downtown.

More connections will be important to the future transformation of the district. Expansion of the transit system will include multi-modal hubs providing much needed options for travel throughout downtown. Linkages along and over the Railroad ROW will better connect Symphony Park and the new bridge will provide an iconic landmark that will attract development.

The Railroad ROW could be transformed into a community sports park and sculpture garden with a linear hike / bike trail. The Third Street linear park is imagined as a green walkable corridor linking downtown and the arts district. The 2 acre DLV Event Center could be transformed into a "Central Park" that retains its functionality as a major entertainment venue, but can be made more flexible and programmable as a community gathering space. For example, a portion of the space could be made into a grassy lawn with temporary seating and canopy shade that would be more useful as a passive open space for residents and workers in the area during weekdays and non-event times.

DEVELOPMENT NEEDS

Development Standards and Guidelines, Key Partnerships (DLV, Railroad, and RTC), Infrastructure Investment

CATALYTIC PROJECTS

Multi-modal Transit (Central Park and RTC Station), Bridge over Railroad ROW, Sports/Community/ Sculpture Park and trail along Railroad ROW, 3rd Street Greenway, "Central Park" Conversion/ Renovation, Wayfinding and Streetscape, Bike Share

PROPOSED ADD'L GLA

- Residential: 1,022,500 GSF / 968 DU's (Live/ Work, Midrise/Highrise Workforce Housing)
- Hotel: 207,000 GSF (200 Room Business Hotel)
- Retail: 200,000 GSF (Bars, F+B, Grocery, Movie Theater)
- Office 1,535,000 GSF (Class A, Professional, Creative Office)
- Institutional: 76,000 GSF (Vocational School)
- Open Space: 598,500 GSF (Community Garden, Sports Park, 3rd Street Linear Park)

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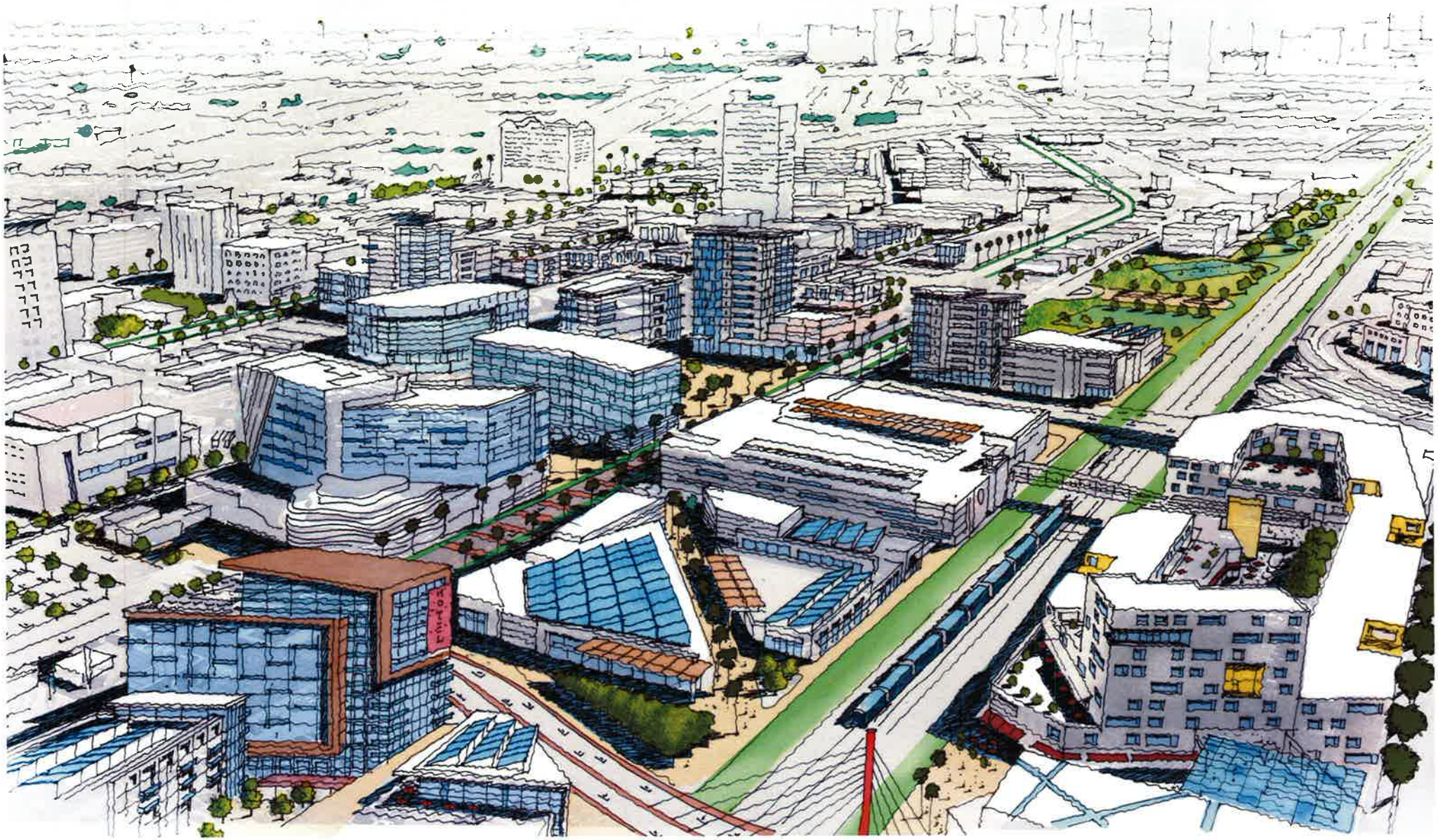

FIG 7.1: CIVIC & BUSINESS DISTRICT CONCEPTUAL PROPOSAL
LOOKING FROM THE SYMPHONY BRIDGE (*FOR ILLUSTRATIVE PURPOSES ONLY)

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SUB DISTRICTING CONCEPT

OFFICE & RETAIL CORRIDOR



PROGRAMS:
- Professional Offices
- Class A Offices
- Retail & Restaurants
- Public / Semi-Public Facilities
- Streetscape improvement

CIVIC CORE



PROGRAMS:
- City Hall + Gov. Facility
- Class-A Office
- Vocational School
- Business Hotel
- Event Plaza
- Cafe & Convenience Retail

MIXED USE TRANSIT HUB



PROGRAMS:
- BTC + Bike Station
- High-rise Residential Condos
- Live-work Lofts
- Service Apartments
- Anchored Theater
- Urban Format Grocery + Pharmacy
- Linear Park
- Convenience Retail
- Food & Beverage

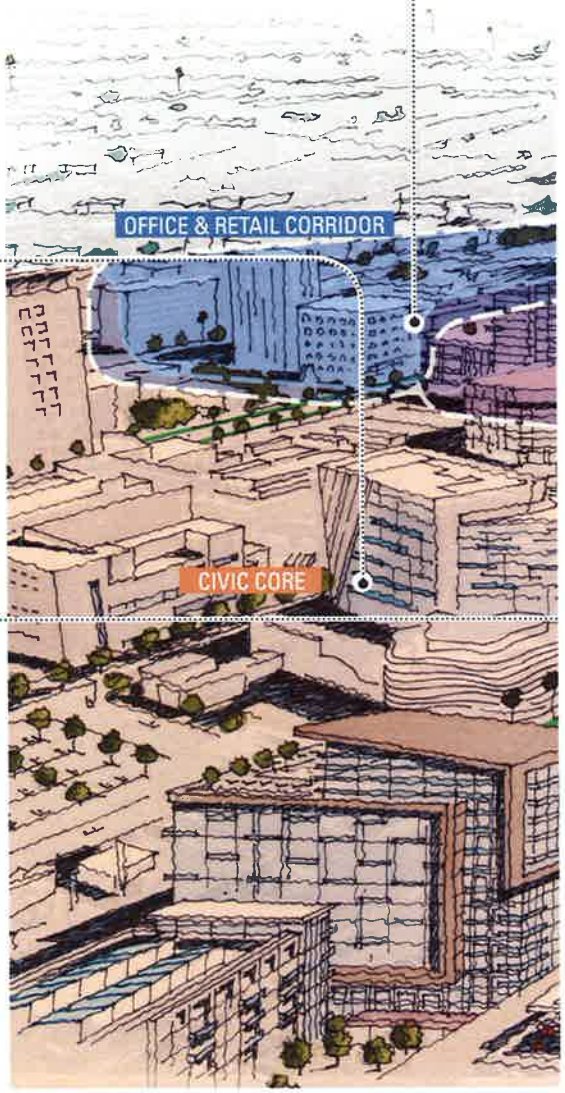

FIG 7.2: CIVIC & BUSINESS DISTRICT DISTRICTING CONCEPT & PROPOSED PROGRAMS
LOOKING FROM THE SYMPHONY BRIDGE (*FOR ILLUSTRATIVE PURPOSES ONLY)

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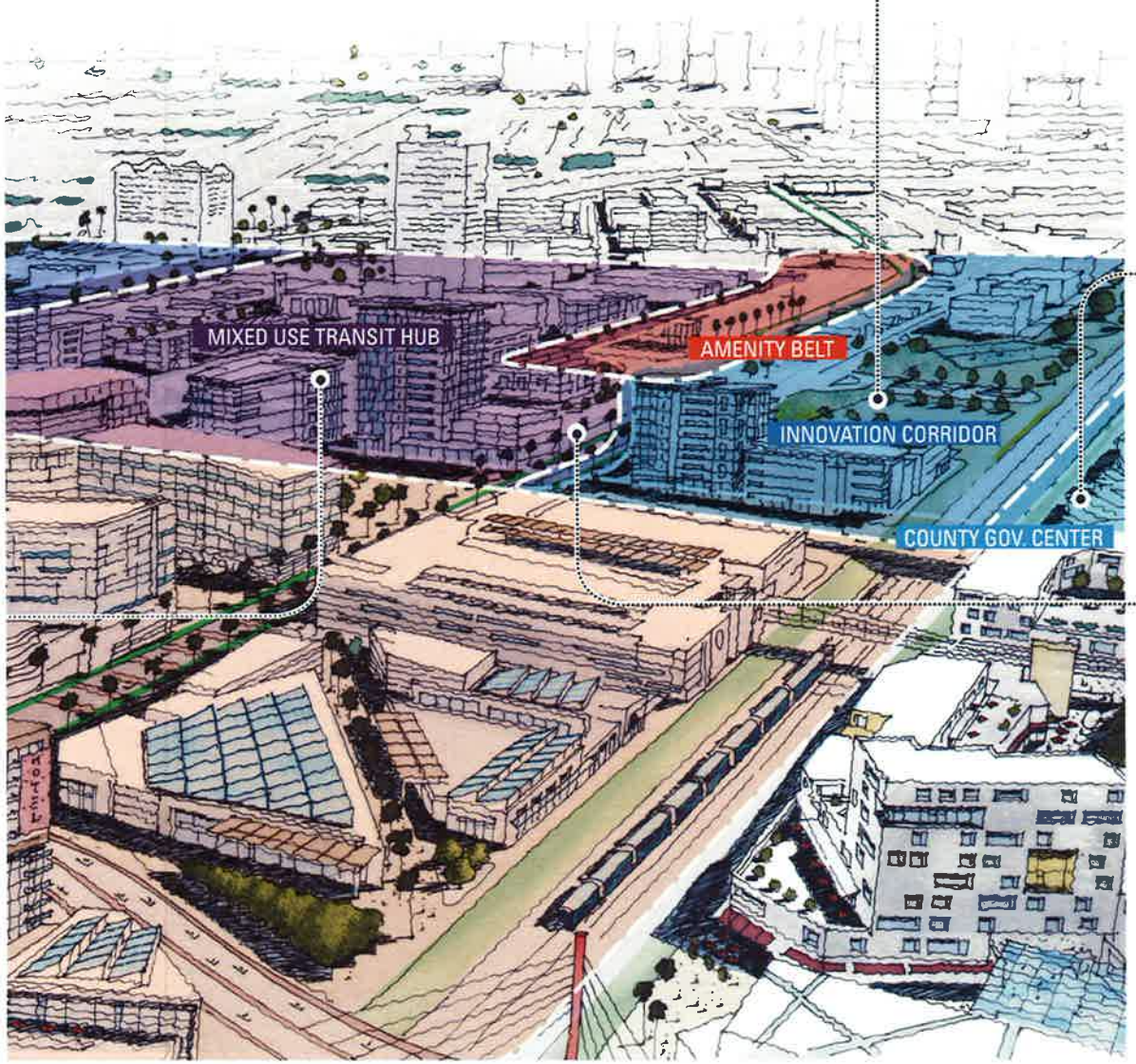

INNOVATION CORRIDOR





PROGRAMS:

- Tech Headquarters
- Research Incubators
- Collaborative Spaces
- Community Sports Park
- Sculpture Park
- Bike Trail

COUNTY GOVERNMENT CENTER





PROGRAMS:

- County Gov. Center
- Amphitheater
- Bike & Pedestrian Bridge

AMENITY BELT







PROGRAMS:

- Cafe, F&B
- Creative Studios
- Fitness Club
- Art Galleries
- Community Garden
- Urban Plaza & Pocket Park

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DEVELOPMENT STRATEGY

SUMMARY:

1. Infill and redevelopment of vacant parcels and blighted properties around the City Hall & the BTC to **add density to the core** and provide housing/office spaces
2. Build a **vocational school** on the current surface parking lot with a pedestrian linkage to the Symphony Bridge
3. Transform the large vacant parcel along the track into a **community sports park and sculpture park** to enhance the adjacent property values
4. Build **3rd Street Linear Park** as an activity corridor linking the Central Park and 18B Arts District providing a shaded outdoor space
5. Infill urban plazas, pocket parks, and community gardens to provide a variety of **outdoor gathering spaces**
6. Provide diverse **community amenities** on the ground floor with residential/office projects, including grocery, F&B, and retail to create an urban lifestyle
7. Expand the **bicycle network** and promote a **bike share program**
8. Create an enriched environment through **crosswalk/streetscape enhancements**, public art, and signage

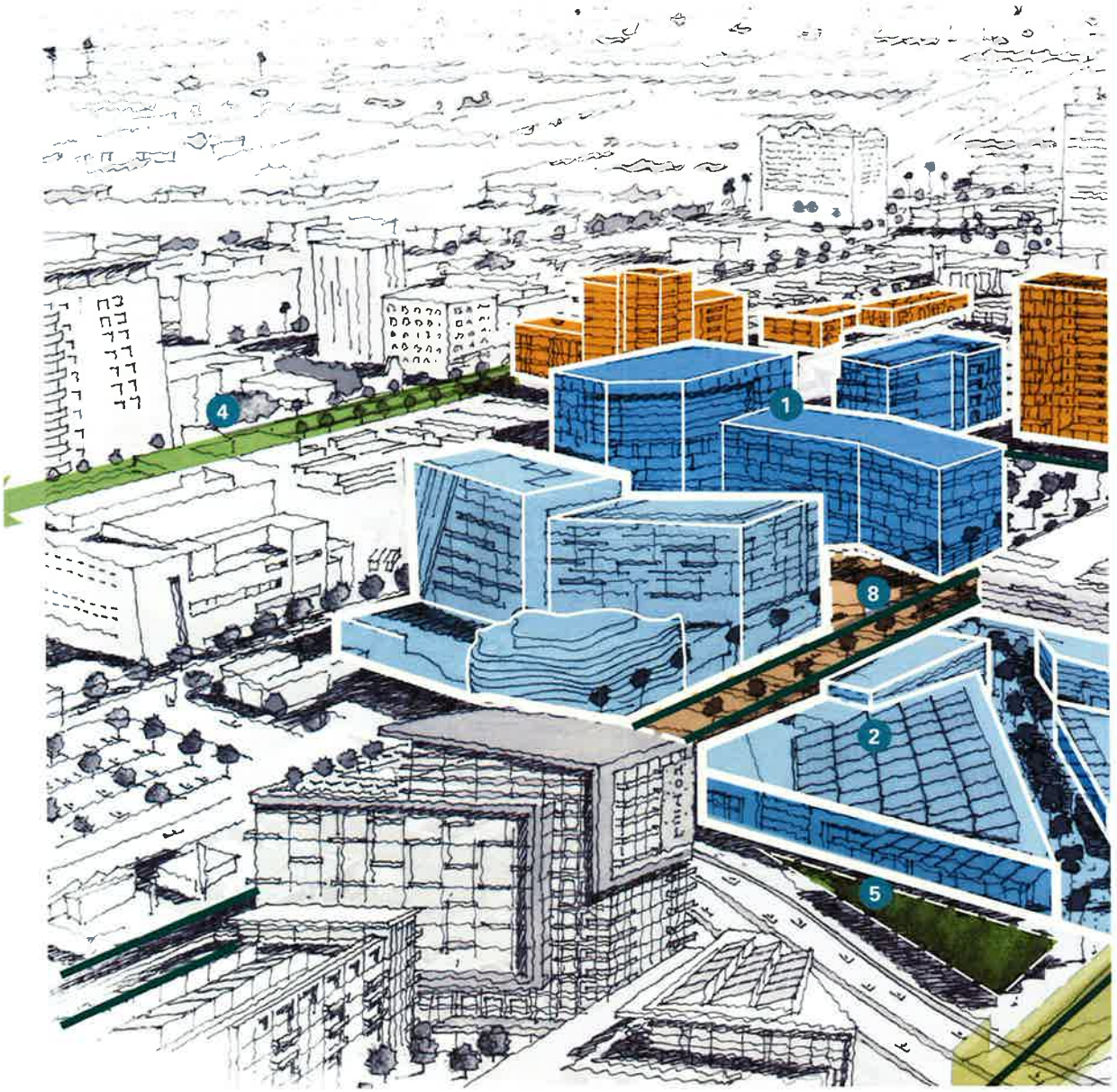

FIG 7.3: CIVIC & BUSINESS DISTRICT DEVELOPMENT STRATEGY
LOOKING FROM THE SYMPHONY BRIDGE (*FOR ILLUSTRATIVE PURPOSES ONLY)

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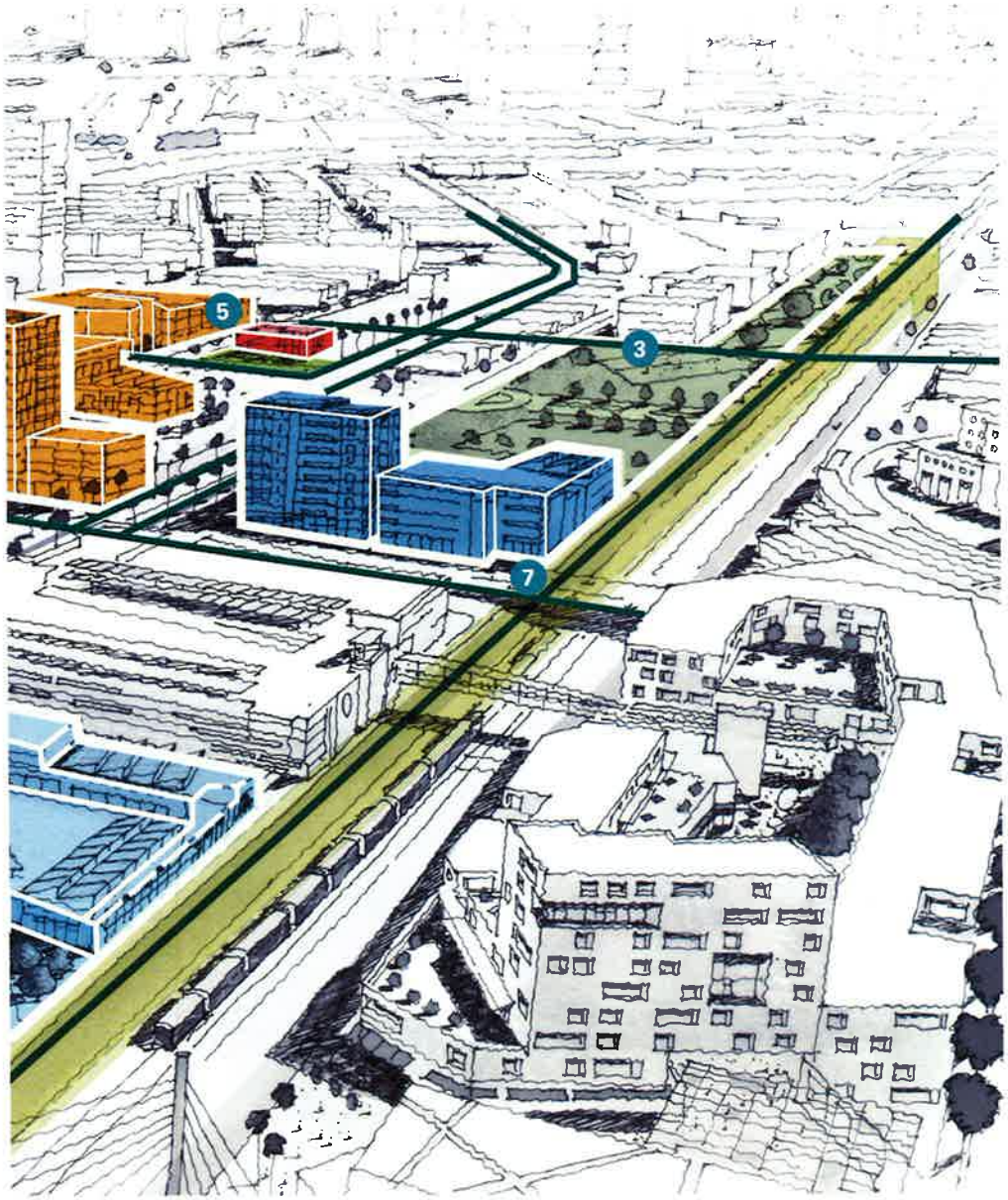
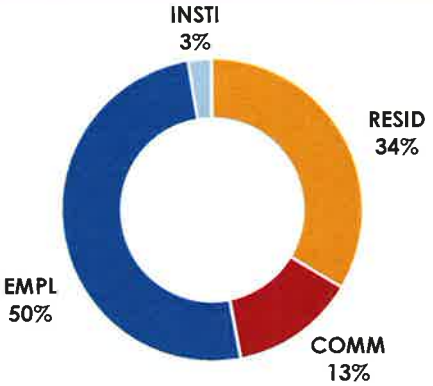


CONCEPTUAL YIELDS

LAND USE	GROSS FLOOR AREA (SF)
RESIDENTIAL	**1,022,500**
(Dwelling Units)	968
COMMERCIAL	**407,000**
RETAIL	200,000
HOSPITALITY	207,000
EMPLOYMENT	**1,535,000**
CLASS A OFFICE	1,196,000
R&D INCUBATOR	339,000
CIVIC & INSTITUTIONAL	**76,000**
INSTITUTIONAL	76,000
TOTAL BLDG AREA (GSF)	**3,040,500**

OPEN SPACE	
NEW PARKS	**16 (AC)**
ND PARK, COMM PARK, COMM	15
LINEAR PARK	1
GREEN STREETS	**7.9 (MI)**

CONCEPTUAL DEVELOPMENT LAND USE MIX



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LAND USE CONCEPT

Residential
- Townhomes
- Low-rise Apartments
- Mid-rise Apartments
- High-rise Apartments
- Live / Work Lofts
- Affordable / Senior / Workforce Housing

Commercial / Office
- Retail
- Cafe / Restaurant
- Hospitality
- Local Entertainment
- Professional Office
- Class-A Office
- R&D Incubator
- Creative Office / Workshop

Civic/Institutional
- Academy

Open Space
- Public Open Space
- Semi-Private Green
- Recreational Green

- LRT Alignment & Station
- District Boundary

0' 200' 500' 1000'

FIG 7.4: 18B ARTS DISTRICT LAND USE CONCEPT

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EXPANDED BIKE NETWORK CONCEPT

LEGEND

Existing Bike Network
- Dedicated Bike Lanes (Class-II)
- Bike Sharrows (Class-III)

Proposed Bike Network & Facility
- Dedicated Bike Lanes (Class-II)
- Bike Sharrows (Class-III)
- Bike Share Center
- LRT Alignment & Station
- District Boundary

0' 200' 500' 1000'

FIG 7.5: CIVIC & BUSINESS DISTRICT EXPANDED BIKE NETWORK CONCEPT

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DEVELOPMENT YIELDS BY PARCEL



LEGEND

- CB10 Parcel Name
- Parcel Boundary
- LRT Alignment & Station
- District Boundary

0' 200' 500' 1000'

FIG 7.6: CIVIC & BUSINESS DISTRICT DEVELOPMENT YIELDS BY PARCEL

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TABLE 7.1: CIVIC & BUSINESS DISTRICT CONCEPTUAL YIELDS BY PARCEL

PARCEL #	RETAIL	OFFICE	RESIDENTIAL	INSTITUTIONAL	HOTEL	OPEN SPACE	TOTAL BLDG AREA (GSF)
CB01	10,000 f&b	214,000 professional					224,000
CB02	23,000 restaurants, bars						23,000
CB03	4,500 café						4,500
CB04		13,500 professional					13,500
CB05	5,000 f&b				207,000 200 rm business hotel		212,000
CB06	8,000 f&b			76,000 vocational sch			84,000
CB07						4,000 pocket park	0
CB08		325,000 class-A office					325,000
CB09		182,000 class-A office				6,500 pocket park	182,000
CB10		246,000 class-A office					246,000
CB11	10,000 retail	189,500 class-A offi	116000 flats, live/work lofts				315,500
CB12	45,000 grocery,retail		280,000 flats				325,000
CB13		19,000 creative office				12,000 pocket park	19,000
CB14	10,000 retail		173,000 flats, live/work lofts				183,000
CB15			86,000 flats				86,000
CB16		7000 creative office				18,000 comm. garden	7,000
CB17	12,500 retail		247,500 flats, live/work lofts, townhomes				260,000
CB18	72,000 movie/theater		120,000 flats, lofts				192,000
CB19						5,000 pocket park	0
CB20						553,000 sculpture park	0
CB21		339,000 R&D					
TOTAL GLA	200,000	1,535,000	1,022,500 (968 DU)	76,000	207,000 (200 RM)	598,500	3,040,500

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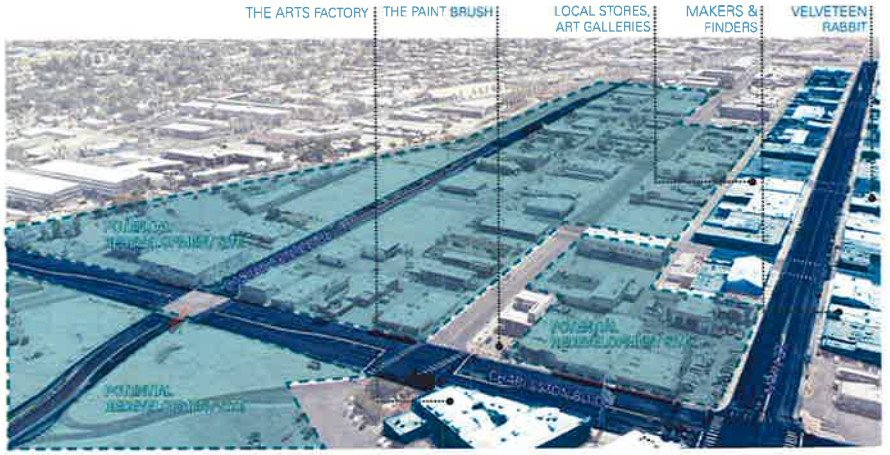
18B ARTS

A DIVERSE COMMUNITY AND REGIONAL SHOWCASE FOR THE ARTS.



SITE ANALYSIS
LOOKING FROM THE ARTS FACTORY (*FOR ILLUSTRATIVE PURPOSES ONLY)

The Arts District is the creative heart of the city. The local stores, art galleries, and artists in residence are compelling and memorable elements of downtown. However, their impact is limited in scale. Using the underutilized and raw land especially along Casino Center, 3rd Street and Las Vegas Boulevard, smart investments could promote walkability, safety, and sustainability, a more critical mass of artists and art related services that amplify the artists "brand" in the district, while providing much needed affordable housing and services for the community.

Development protections and improved services could strengthen existing corridors of creative uses, especially along Main and Charleston. New clusters of development can create places that encourage "makers" of all interests including artists, students, food producers, designers, and entrepreneurs.

Mixtures of uses around transit, include artist oriented housing and creative spaces that adjoin it, a university village that promotes study of the arts and humanities, a "maker" village that attracts entrepreneurs, and senior and veterans housing that cares for the community at large.

DEVELOPMENT NEEDS

District land assembly, coordinated infrastructure investment, development standards and guidelines, forming key partnerships (UNLV, Arts Community, and Transit Authority)

CATALYTIC PROJECTS

Multi-modal Transit (Arts District LRT station), Charleston Complete Streetscape, Museum of Contemporary Art, Artists Green and Demonstration Garden, Local Art Gallery and Makers Village, K-12 School of the Arts, bike share

PROPOSED ADD'L GLA

- Residential: 1,314,000 GSF / 1,172 Housing units (Live Work Lofts, Mid-rise/High-rise Condos, Veterans Housing, Student Housing, Temporary Housing)
- Retail: 80,000 GSF (Food and Beverage, Services)
- Office: 321,500 GSF (Creative Office, Incubator Space)
- Civic and Institutional: 676,000 GSF (Art Museum, YMCA, Student Center, Classrooms, K-12 school)
- Open Space: 212,000 GSF (Creative Green, Event Space, Student Quad, Transit Plaza)

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FIG 7.7: 18B ARTS DISTRICT CONCEPTUAL PROPOSAL
LOOKING FROM THE ARTS FACTORY (*FOR ILLUSTRATIVE PURPOSES ONLY)

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SUB DISTRICTING CONCEPT

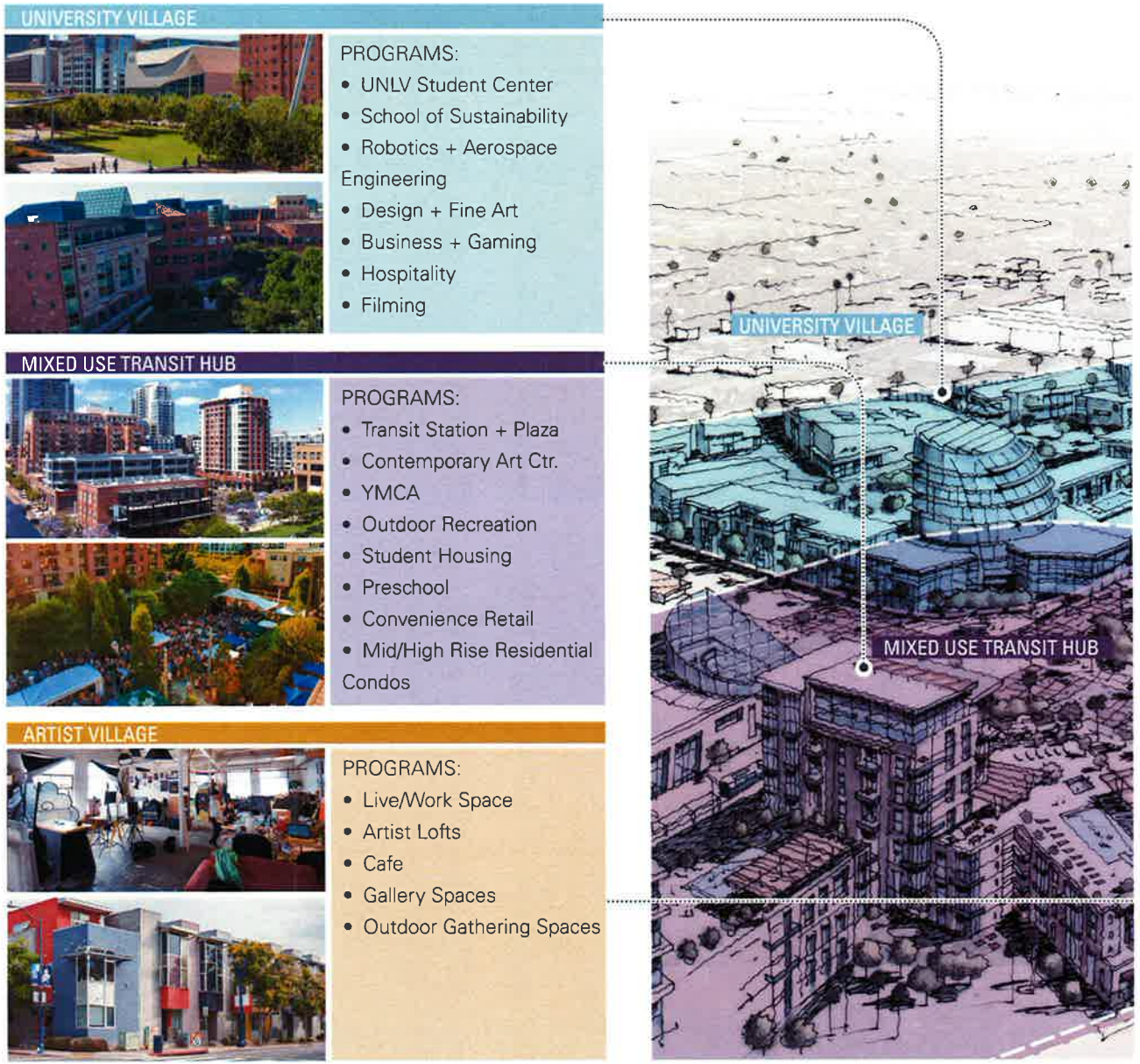

FIG 7.8: 18B ARTS DISTRICT DISTRICTING CONCEPT & PROPOSED PROGRAMS
LOOKING FROM THE ARTS FACTORY (*FOR ILLUSTRATIVE PURPOSES ONLY)

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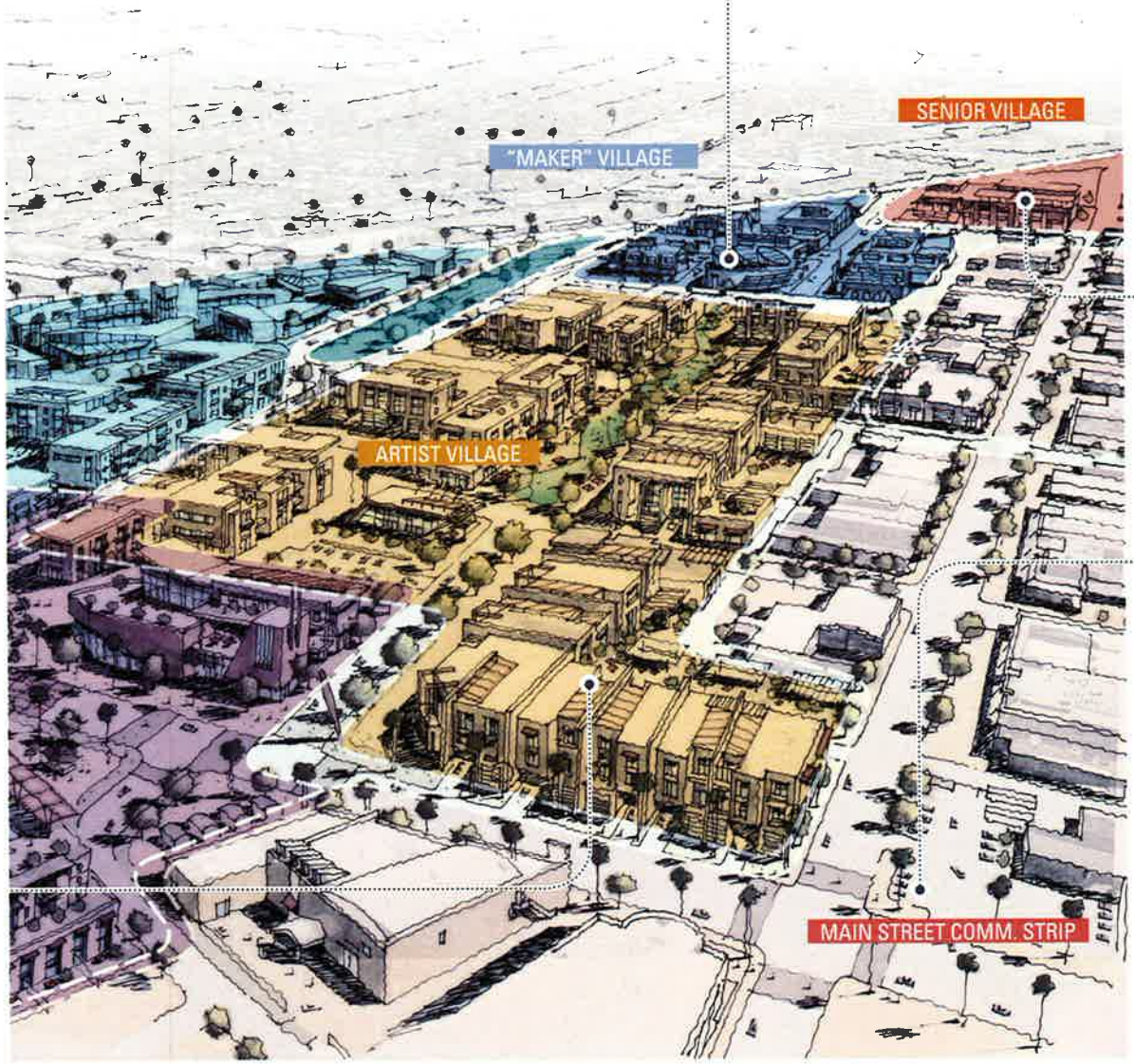

"MAKER" VILLAGE





PROGRAMS:

- Community Garden
- Collabrative Spaces
- Work Shops
- Incubator Spaces

SENIOR VILLAGE





PROGRAMS:

- Veteran Housing
- SRO/Temp Housing
- Senior Housing
- Community Center

MAIN STREET COMM. STRIP



PROGRAMS:

- Bars & Restaurants
- Home Furniture
- Antique
- Local Stores

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DEVELOPMENT STRATEGY

SUMMARY:

1. Create a **transit plaza** to promote mixed-use surrounding the station
2. Infill **mid/high-rise condos** around the transit station to increase density
3. Promote **active uses** on the ground floor surrounding the plaza
4. Maintain and enhance existing **F&B, galleries, and local stores** along Main Street
5. Enhance the **streetscape and crosswalks** on Charleston, Main & Casino Center Boulevard with drought tolerant plants and xeriscaping
6. Expand the **bicycle network** to improve the overall biking experience
7. Increase the number of parks and create **multi-use outdoor gathering spaces**
8. Create sub-districts to attract a more diverse **creative working class** and diversify the economy

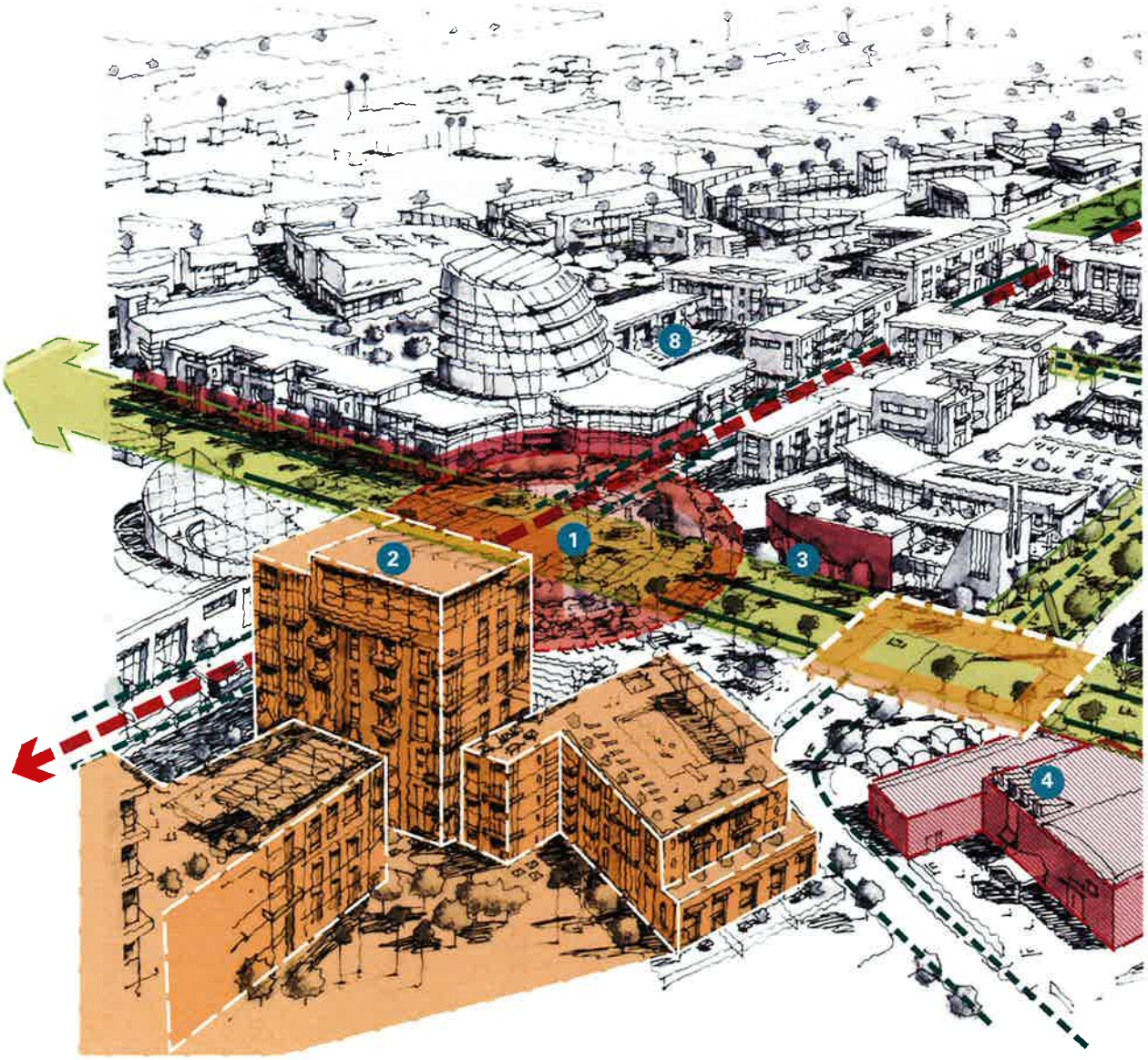

FIG 7.9: 18B ARTS DISTRICT DEVELOPMENT STRATEGY
LOOKING FROM THE ARTS FACTORY (*FOR ILLUSTRATIVE PURPOSES ONLY)

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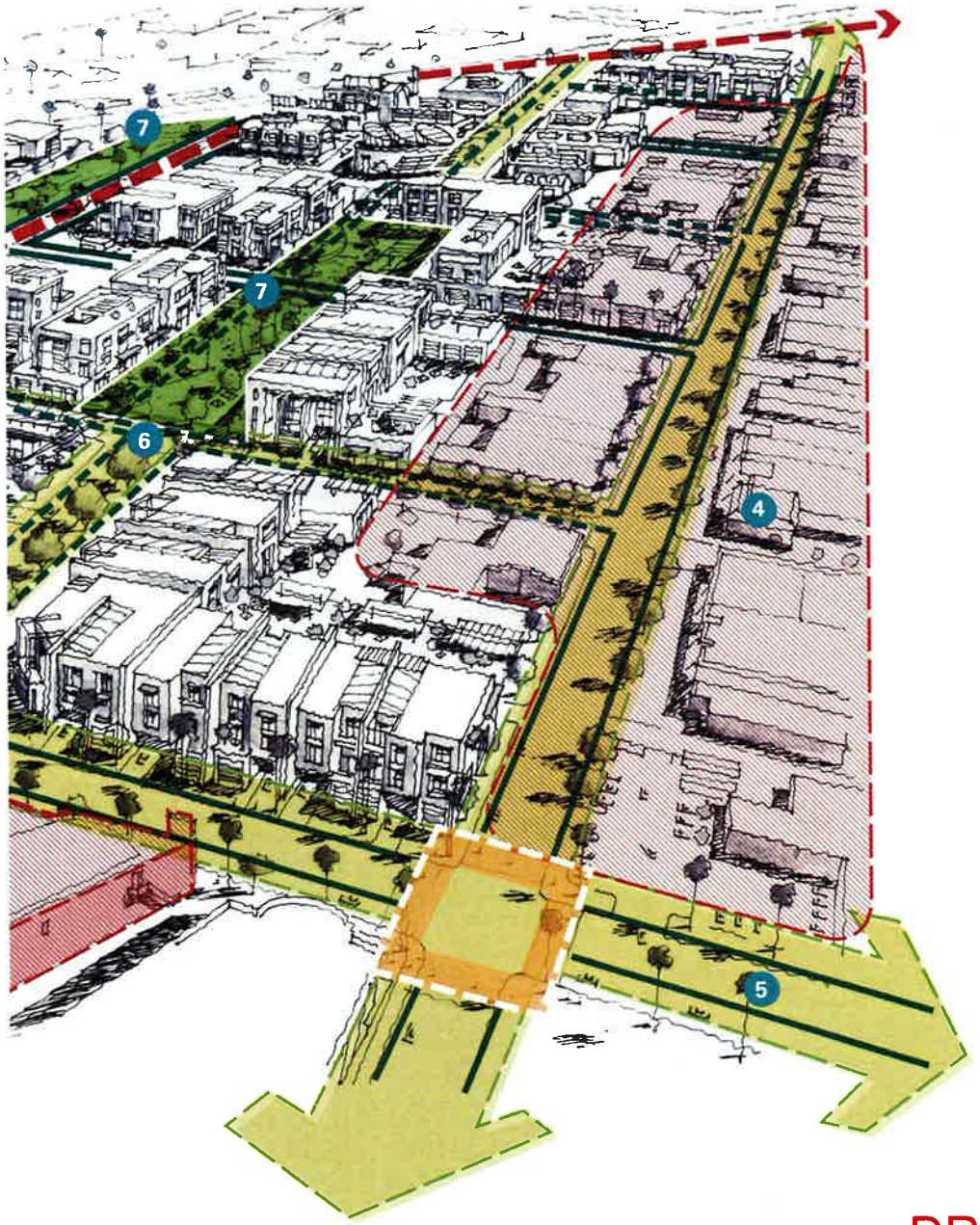
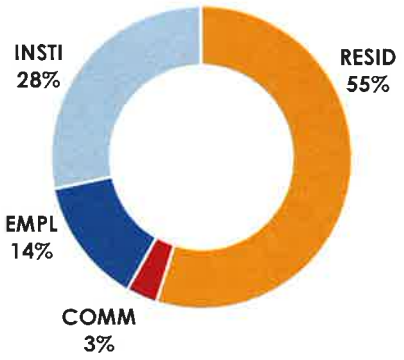


CONCEPTUAL YIELDS

LAND USE	GROSS FLOOR AREA (SF)
RESIDENTIAL	1,314,000
(Dwelling Units)	1,172
COMMERCIAL	80,000
RETAIL	80,000
EMPLOYMENT	321,500
CIVIC & INSTITUTIONAL	676,000
INSTITUTIONAL	462,000
K-12 EDUCATION	214,000
TOTAL BLDG AREA (GSF)	2,391,500

OPEN SPACE	
NEW PARKS	4.9 (AC)
GREEN STREETS	2.9 (LN MI)

CONCEPTUAL DEVELOPMENT LAND USE MIX



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LAND USE CONCEPT

LEGEND

Residential
- Low-rise Apartments
- Mid-rise Apartments
- High-rise Apartments
- Artists Lofts
- Student Housing
- Affordable / Senior / Workforce Housing

Commercial / Office
- Retail
- Cafe / Restaurant
- Office
- Creative Office / Workshop
- Gallery

Civic/Institutional
- Academy
- University-Related
- YMCA / Health Club
- Art Museum

Open Space
- Passive Green
- Recreational
- LRT Alignment & Station
- District Boundary

0' 200' 500' 1000'

FIG 7.10: 18B ARTS DISTRICT LAND USE CONCEPT

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EXPANDED BIKE NETWORK CONCEPT



LEGEND

Existing Bike Network
- Dedicated Bike Lanes (Class-II)
- Bike Sharrows (Class-III)

Proposed Bike Network & Facility
- Dedicated Bike Lanes (Class-II)
- Bike Sharrows (Class-III)
- Bike Share Center
- LRT Alignment & Station
- District Boundary

0' 200' 500' 1000'

FIG 7.11: 18B ARTS DISTRICT EXPANDED BIKE NETWORK CONCEPT

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DEVELOPMENT YIELDS BY PARCEL



LEGEND

- AD19 Parcel Name
- Parcel Boundary
- LRT Alignment & Station
- District Boundary

0' 200' 500' 1000'

FIG 7.12: 18B ARTS DISTRICT DEVELOPMENT YIELDS BY PARCEL

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TABLE 7.2: 18B ARTS DISTRICT CONCEPTUAL YIELDS BY PARCEL

PARCEL #	RETAIL	OFFICE	RESIDENTIAL	INSTITUTIONAL	K-12 EDUCATION	OPEN SPACE	TOTAL BLDG AREA (GSF)
AD01	5,000 café		144,000 senior hsg				149,000
AD02						40,000 plaza	0
AD03			83,000 vets, sro, temp hsg				83,000
AD04		15,000 incubator office					15,000
AD05		20,000 creative office					20,000
AD06			91,000 live/work				91,000
AD07			65,000 live/work				65,000
AD08			100,000 live/work				100,000
AD09		25,000 incubator office					25,000
AD10		41,500 incubator office					41,500
AD11			87,000 live/work				87,000
AD12			80,000 live/work				80,000
AD13	5,000 café		78,000 live/work	20,000 art museum			103,000
AD14						20,000 event space	0
AD15						25,000 creative green	0
AD16						40,000 creative green	0
AD17	5,000 retail	20,000 creative office					25,000
AD18	20,000 retail		381,000 podium & high-rise				401,000
AD19					100,000 high school		100,000
AD20					114,000 high school		114,000
AD21				78,000 YMCA			78,000
AD22	25,000 retail	185,000 university offices	125,000 student hsg	10,000 student center			345,000
AD23			40,000 student hsg				40,000
AD24						87,000 student quad	0
AD25				210,000 classrooms			210,000
AD26				144,000 classrooms			144,000
AD27	5,000 café						5,000
AD28	5,000 retail	5,000 creative office					10,000
AD29	5,000 retail	10,000 creative office					15,000
AD30	5,000 retail		40,000 workforce hsg				45,000
TOTAL GLA	80,000	321,500	1,314,000 (1,172 DU)	462,000	214,000	212,000	2,391,500

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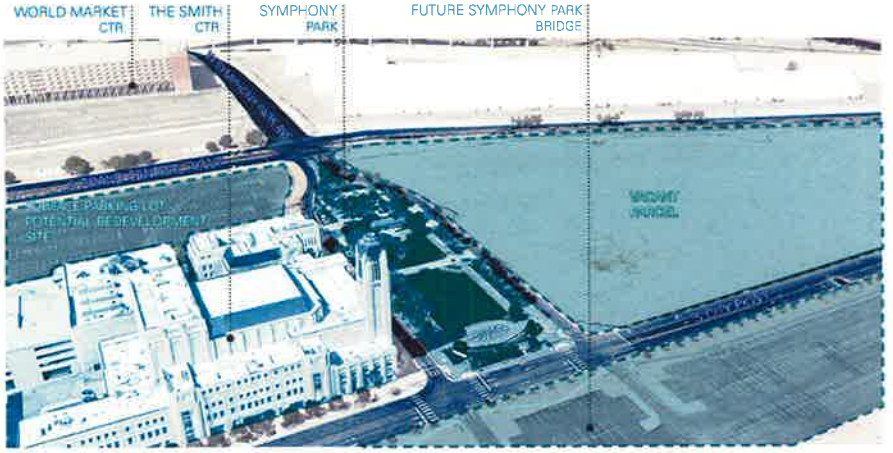
SYMPHONY PARK

A CULTURAL AND LIVING DISTRICT BETTER CONNECTED TO DOWNTOWN.



SITE ANALYSIS
LOOKING TOWARD SYMPHONY PARK AND THE SMITH CENTER (*FOR ILLUSTRATIVE PURPOSES ONLY)

Symphony Park has had success in creating a brand for itself through the Smith Center and Children's Museum. Adjacent Development such as the Ruvo Center for Brain Health and the World Market Centers, as well as the Las Vegas Outlet Shops all have levels of success but very little connectivity exists experiences between anchor uses. A repertory theater and 500 seat performance hall for chamber music, small dance events, etc. as well as a performing arts school for music and dance could create a hub for performance that complements the Smith Center, while amplifying its impact in the community.

Significant residential population can act as a buffer to the railroad tracks while supporting performers who want to live and work in the area. A community eatery could be located here, with indoor/outdoor seating under canopy shade. Apartments, and lofts oriented toward performers and artists, along with amenities such as service retail, and a sculpture/art walk.

A mixed use neighborhood along the east side of Symphony park, could bring high end housing, in both high and mid-rise formats, with ground floor fine dining and service retail. Other key land use additions that would augment the district include a research and learning hub near the Ruvo center, and a hotel and conference center that could fill a niche for business oriented activities and conferences that complement the World Market Center, Downtown Core, and other business activities throughout downtown Las Vegas.

Improved connections across the tracks and along them provide the opportunity for the perception of Symphony Park to become much more of an extension of downtown. Expanded transit service and bike friendly streets throughout as well as trails and new bridge connections along and across the rail ROW would cumulatively change the perception of the "disconnectedness" of Symphony park by allowing much more easy flow to and from the rest of downtown and improve mobility.

DEVELOPMENT NEEDS

Development Standards and Guidelines, Forming Key Partnerships (Mixed use Developer, Arts Agencies)

CATALYTIC PROJECTS

Multi-modal Transit (Symphony Park Station), Bridge over Railroad ROW, Business and Conference Center, 3 Performance Venues with Pedestrian Promenade, Restaurant Kiosks, Wayfinding and Streetscape, Bike Share

PROPOSED ADD'L GLA

- Residential: 1,438,500 GSF / 1,619 Housing Units (Luxury Apartments, Townhomes, Student Housing)
- Hotel: 308,000 GSF (616 room)
- Retail: 167,500 GSF (Bars, Restaurants, Service Retail)
- Office: 158,000 GSF (Tech Office, Lab Spaces)
- Civic/Institutional: 257,500 GSF (Music School, Repertory Theater, and Conference Center)
- Open Space: 10,000 GSF (Pocket Park)

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FIG 7.13: SYMPHONY PARK CONCEPTUAL PROPOSAL
LOOKING TOWARD SYMPHONY PARK AND THE SMITH CENTER (*FOR ILLUSTRATIVE PURPOSES ONLY)

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SUB DISTRICTING CONCEPT

RESEARCH & LEARNING DISTRICT



PROGRAMS:
- School of Music & Dance
- Student Housing
- Boutique Hotel
- Medical R&D Lab

THE SMITH CENTER & CHILDREN'S MUSEUM



PROGRAMS:
- The Smith Center
- Children Museum
- Outdoor Gathering Space

SYMPHONY PARK



PROGRAMS:
- Public Arts
- Programmed Events

and Festivals

RAILROAD WALK LOFTS





PROGRAMS:
- Workforce housing
- Live/work Lofts
- Community Amenities
- Gathering Courtyard

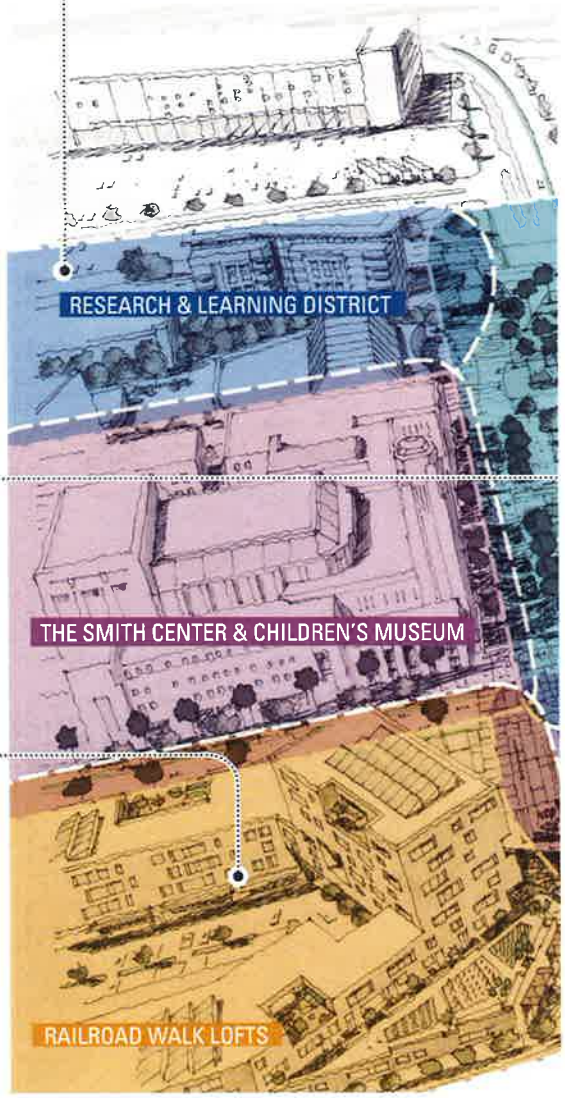

FIG 7.14: SYMPHONY PARK DISTRICTING CONCEPT & PROPOSED PROGRAMS

LOOKING TOWARD SYMPHONY PARK AND THE SMITH CENTER (*FOR ILLUSTRATIVE PURPOSES ONLY)

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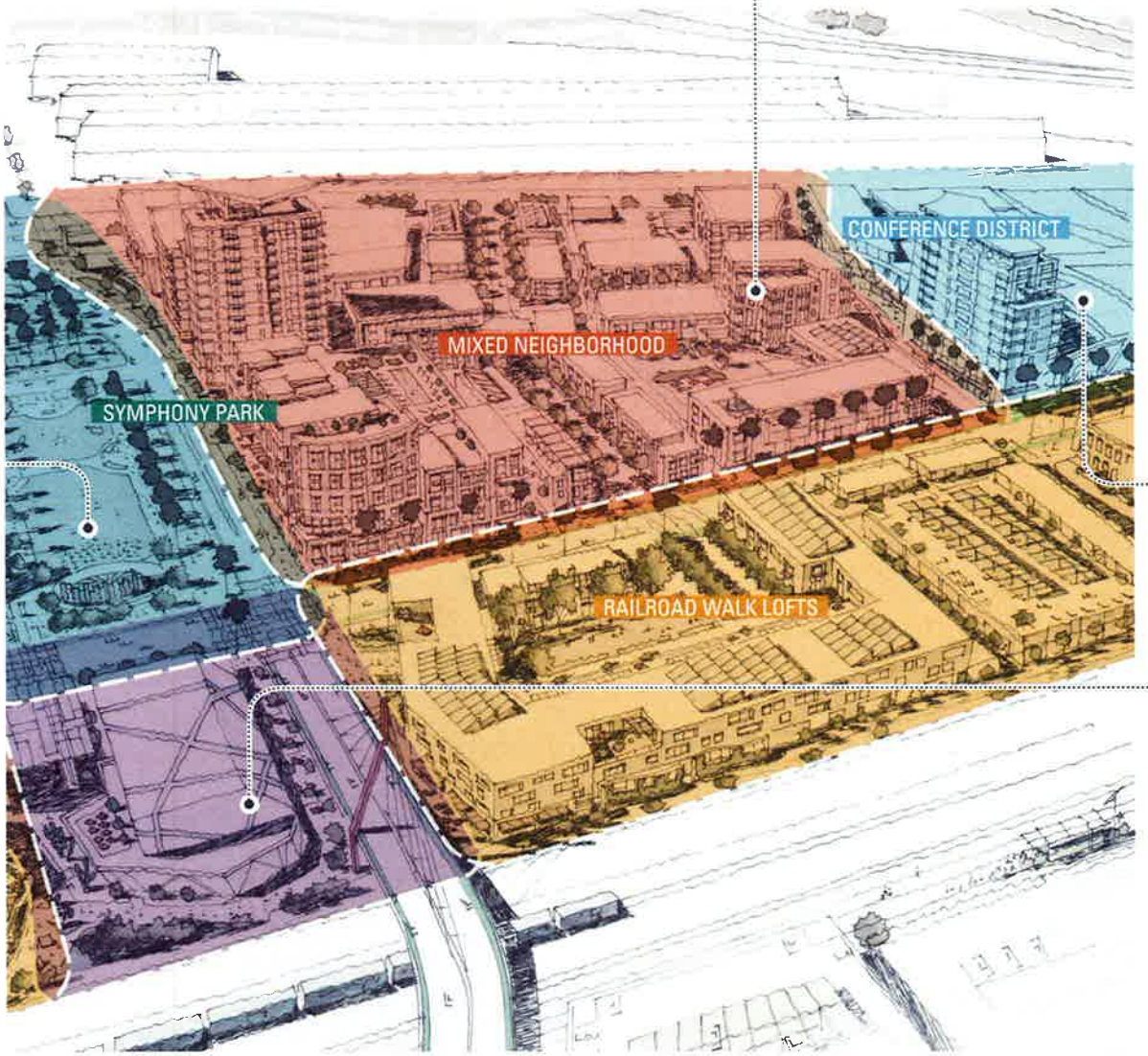

MIXED NEIGHBORHOOD





PROGRAMS:

- Luxury Housing
- Apartments
- Townhomes
- Ground Floor Dining and Services
- Amenity Roof

CONFERENCE DISTRICT



PROGRAMS:

- Business Hotel
- Convention Center
- Programmed Conference and Events
- Ground Floor Dining and Retail

THEATER DISTRICT





PROGRAMS:

- Repertory Theater
- Shaded Outdoor Dinning Area
- Public Arts

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DEVELOPMENT STRATEGY

SUMMARY:

1. Create a **"Hub for Performance"** via building a performing arts school for music and dance, as well as a repertory theater, both serving as complements to the Smith Center

2. Close the west side pathway of the Symphony Park to create a **permanent shaded outdoor activity space** for accommodating programmed events

3. Infill **diverse housing products**; bring in workforce, lofts, and high-end housing with ground floor fine dining and service retail

4. Enhance the **walking and biking environment** in the district, focusing on tree canopy, street furniture, sidewalks, crosswalks, bike lanes and amenities, etc.

5. Encourage **active uses on the ground floors** of the residential/office/hotel projects providing diverse community services as well as creating an appealing streetscape

6. Promote **flexibility in public/semi-public space design**, creating small plazas / courtyards for outdoor social gathering

7. Expand the **bike network** and promote a **bike share** program

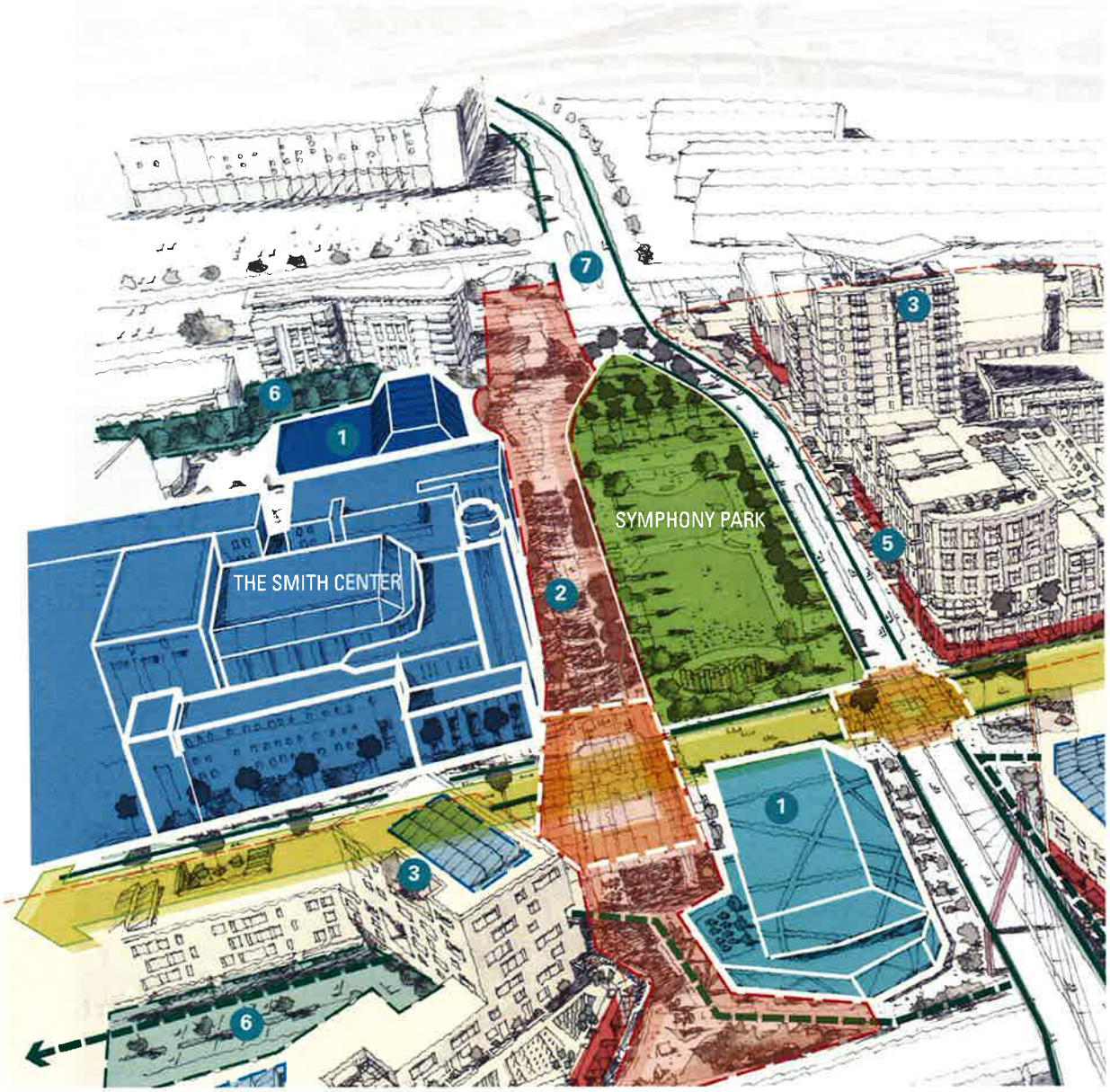

FIG 7.15: SYMPHONY PARK DEVELOPMENT STRATEGY
LOOKING TOWARD SYMPHONY PARK AND THE SMITH CENTER (*FOR ILLUSTRATIVE PURPOSES ONLY)

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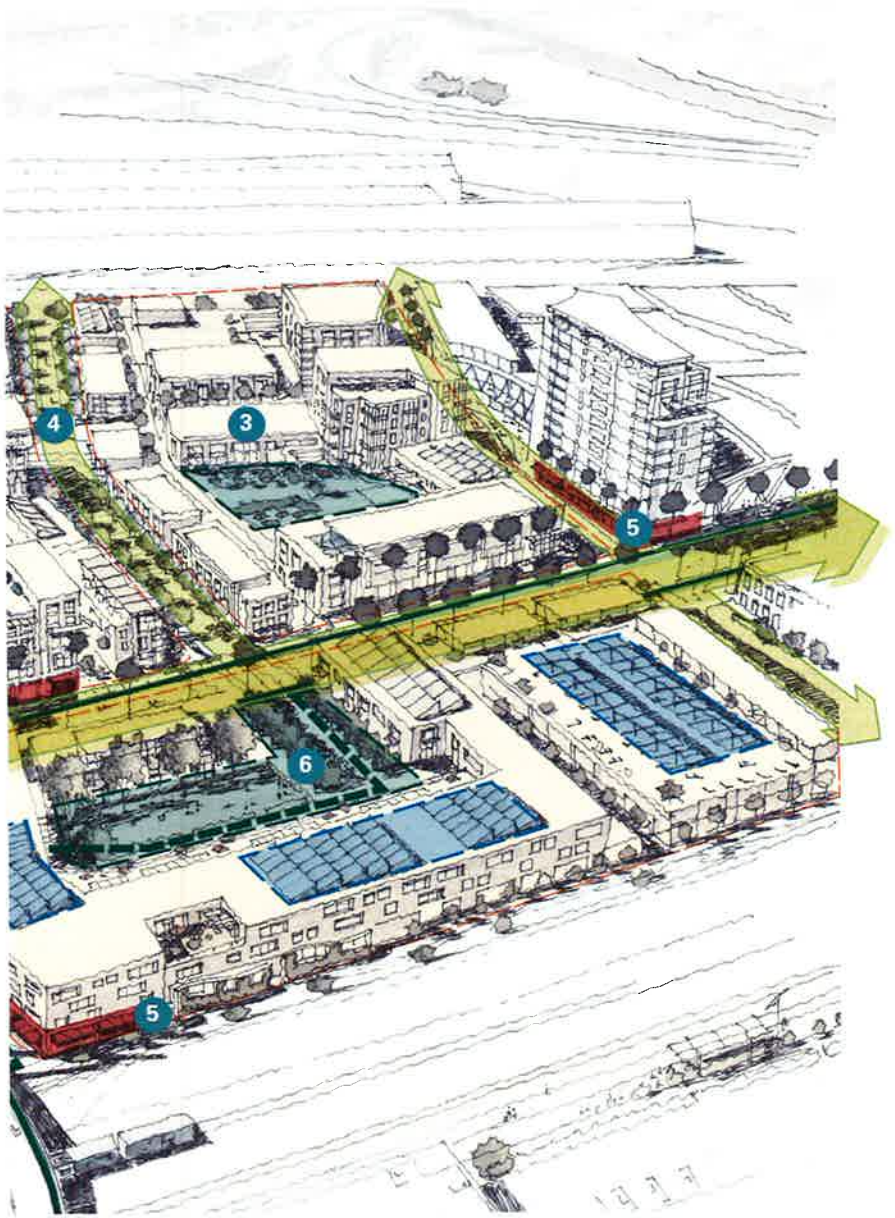
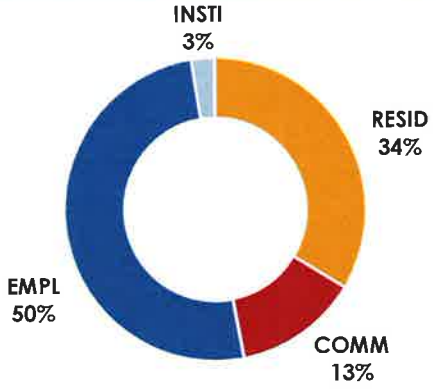


CONCEPTUAL YIELDS

LAND USE	GROSS FLOOR AREA (SF)
RESIDENTIAL	1,438,500
(Dwelling Units)	1,607
COMMERCIAL	475,500
RETAIL	167,500
HOSPITALITY	308,000
EMPLOYMENT	158,000
CIVIC & INSTITUTIONAL	257,500
CIVIC	217,500
INSTITUTIONAL	40,000
TOTAL BLDG AREA (GSF)	2,329,500

OPEN SPACE	
NEW PARKS	0.2 (AC)
GREEN STREETS	1.7 (LN MI)

CONCEPTUAL DEVELOPMENT LAND USE MIX



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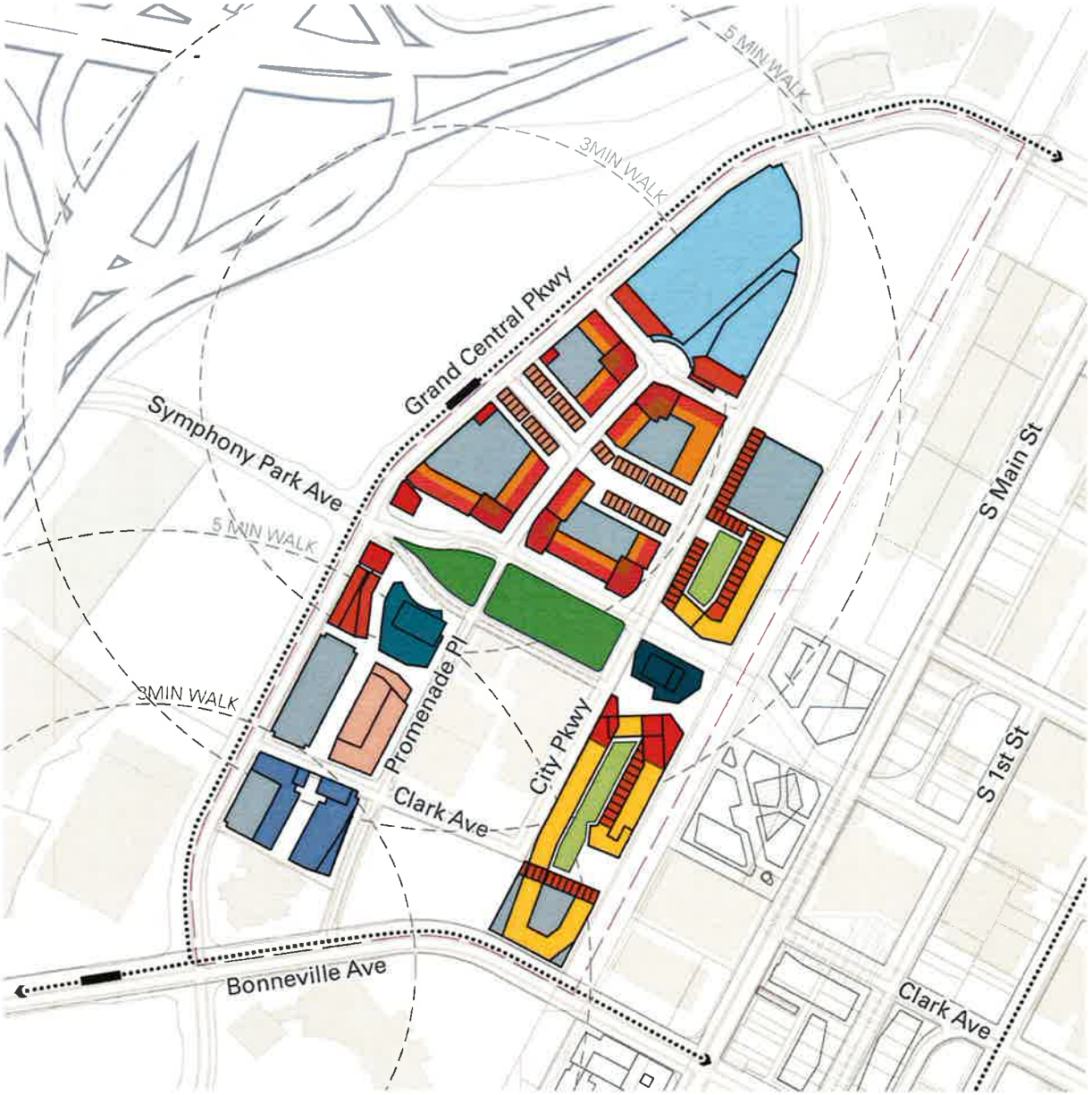

LAND USE CONCEPT

LEGEND

Residential
- Townhomes
- Low-rise Apartments
- Mid-rise Apartments
- Student Housing
- Live / Work Lofts

Commercial / Office
- Retail
- Cafe / Restaurant
- Hotel
- Incubator R&D / Lab

Civic/Institutional
- Convention Center
- Music School
- Repertory Theater

Open Space
- Public Open Space
- Semi-private Green

- LRT Alignment & Station
- District Boundary

0' 200' 500' 1000'

FIG 7.16: SYMPHONY PARK DISTRICT LAND USE CONCEPT

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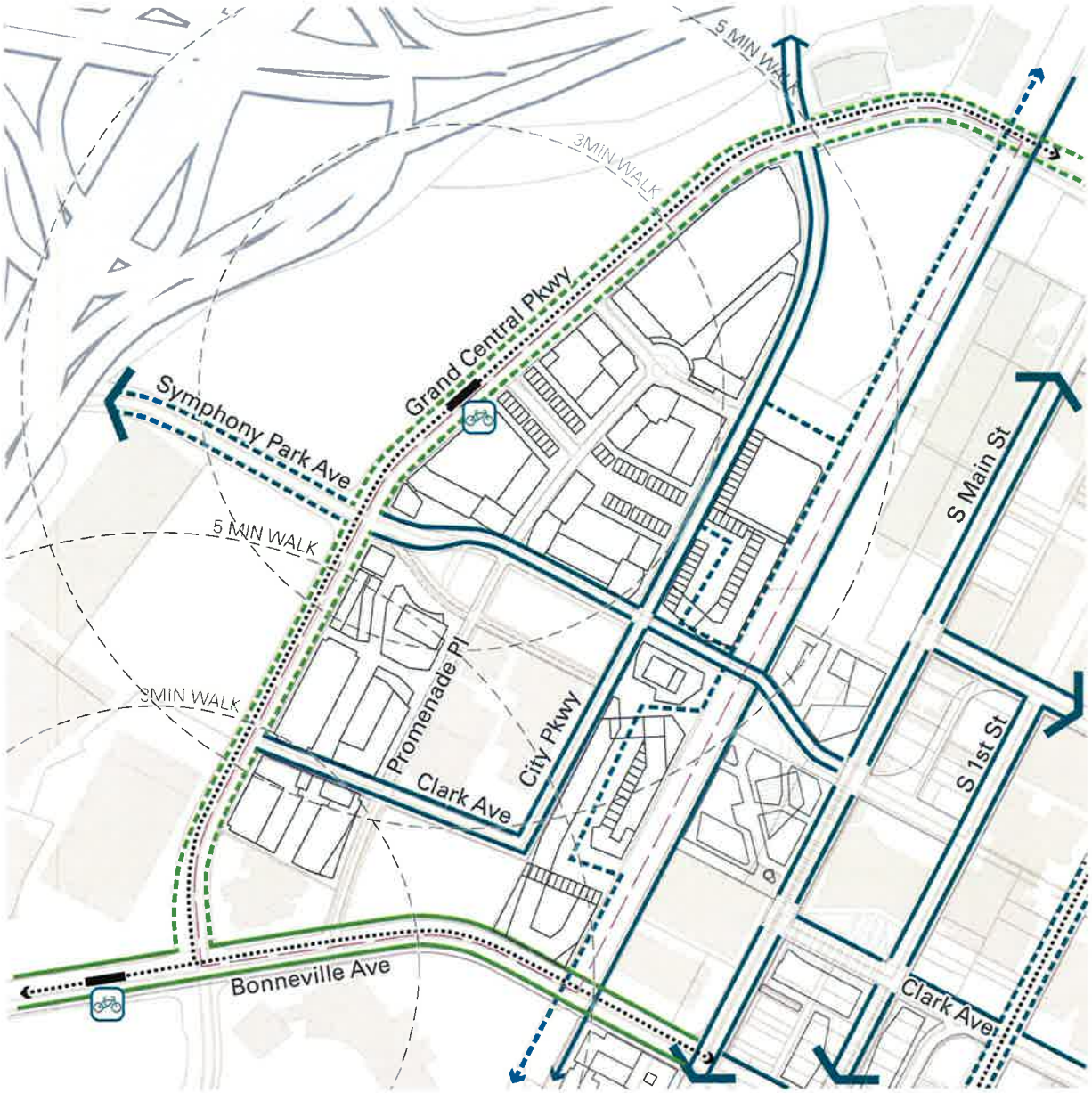

EXPANDED BIKE NETWORK CONCEPT

LEGEND

Existing Bike Network
- Dedicated Bike Lanes (Class-II)
- Bike Sharrows (Class-III)

Proposed Bike Network & Facility
- Dedicated Bike Lanes (Class-II)
- Bike Sharrows (Class-III)
- Bike Share Center
- LRT Alignment & Station
- District Boundary

0' 200' 500' 1000'

FIG 7.17: SYMPHONY PARK DISTRICT EXPANDED BIKE NETWORK CONCEPT

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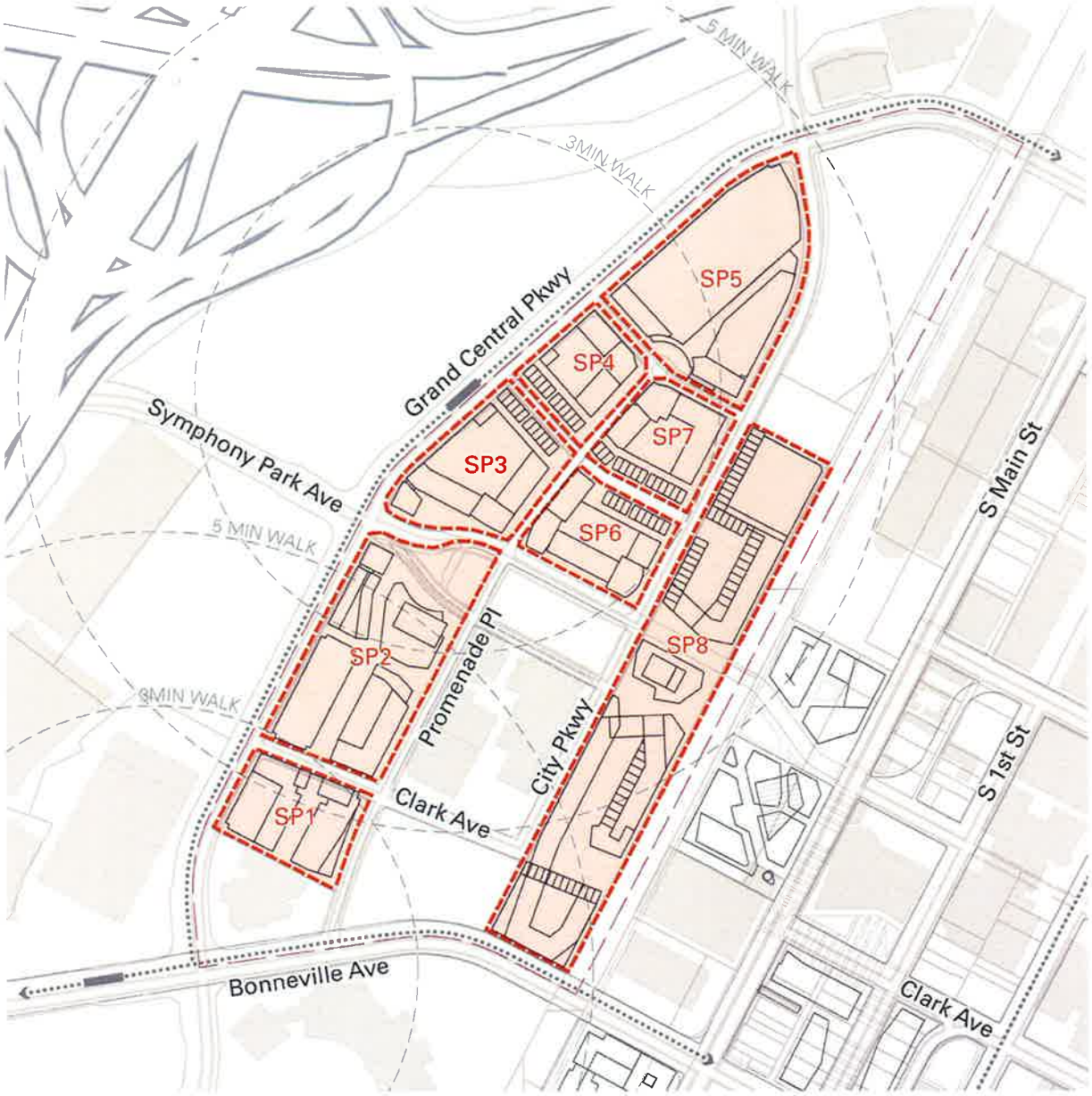
DEVELOPMENT YIELDS BY PARCEL



LEGEND

- SP07 Parcel Name
- Parcel Boundary
- LRT Alignment & Station
- District Boundary

0' 200' 500' 1000'

FIG 7.18: SYMPHONY PARK DISTRICT DEVELOPMENT YIELDS BY PARCEL

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TABLE 7.3: SYMPHONY PARK DISTRICT CONCEPTUAL YIELDS BY PARCEL

PARCEL #	RETAIL	RESIDENTIAL	HOTEL	INSTITUTIONAL	CIVIC	OFFICE	OPEN SPACE	TOTAL BLDG AREA (GSF)
SP01						158,000 Tech Office,Lab		158,000
SP02	32,000 f&b	130,000 stu. Hsg	144,000 Boutique	40,000 Music Sch				346,000
SP03	42,500	204,500 flats, townhomes						247,000
SP04	4,500 f&b	115,500 flats, townhomes						120,000
SP05	5,000 f&b		164000 Conference Hotel		197,500 Conference ctr.		10,000	366,500
SP06	34,500 f&b	353,000 flats, townhomes						387,500
SP07	6,000 f&b	170,500 flats, townhomes						176,500
SP08	43,000 f&b	465,000 flats, townhomes			20,000 Repertory Theater			528,000
TOTAL GLA	167,500	1,438,500 (1607 DU)	308,000 (616RM)	40,000	217,500	158,000		2,329,500

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FREMONT EAST

IMPROVED AFFORDABILITY, SAFETY AND AMENITY.

Fremont East is a neighborhood that has gained popularity due to its proximity in downtown, and relatively strong housing stock. With additional residents and shops demanding more pedestrian connections, it will be important to create a "layered" street pattern, allowing for the accommodation of light rail (along Carson Street), bicycle routes along Maryland and 9th Streets, and retaining Stewart and Bridger as more auto oriented streets.

A central community green space with services and amenities such as a community center and play areas for families could provide a much needed activity hub. Clustered mixed use including multifamily housing and services could provide much needed affordability and pedestrian activity. Expanded services could include a small grocery store and community center, police substation, post office, and daycare facility, all clustered near the community green.

Neighborhood conservation areas to the south of the mixed use core are important to preserve historic housing stock, tools such as design standards and incentives for rehabilitation and code enforcement will help. Northward, a 3 block redevelopment area could support new residential dedicated development, including townhouses, and transitional housing for families. To the east, generational housing could provide much needed senior units and additional services.



SITE ANALYSIS
LOOKING FROM MARYLAND / CARSON INTERSECTION (*FOR ILLUSTRATIVE PURPOSES ONLY)

DEVELOPMENT NEEDS

Development Standards and Guidelines, Land Bank, Key Partnerships (Residential Housing Developers)

CATALYTIC PROJECTS

Multi-modal Transit (Fremont East Station), Community Green, Design Standards and Code Enforcement, Community Center, Urban Format Grocery Store, Layered Street Network, Wayfinding and Streetscape, Bike Share

PROPOSED ADD'L GLA

- Residential: 1,297,000 GSF / 1,060 DU's (Live/ Work, Mid-rise/High-rise Workforce Housing)
- Retail: 75,000 GSF (F+B, Service Retail, Small Urban Grocery)
- Civic/Institutional: 60,000 GSF (Clinic, Senior Center, Community Center, Continuing Education)
- Open Space: 13,200 GSF (Community Green)

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FIG 7.19: FREMONT EAST DISTRICT CONCEPTUAL PROPOSAL
LOOKING FROM MARYLAND / CARSON INTERSECTION (*FOR ILLUSTRATIVE PURPOSES ONLY)

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SUB DISTRICTING CONCEPT

MIXED RESIDENTIAL - HIGH DENSITY





PROGRAMS:

- Condos
- Live-work Lofts
- Townhomes
- Roof Amenities
- Convenience Retail

CONSERVATION RESIDENTIAL AREA







PROGRAMS:

- Neighborhood Stablization
- Pocket Parks
- Sidewalk & Street trees
- Townhomes

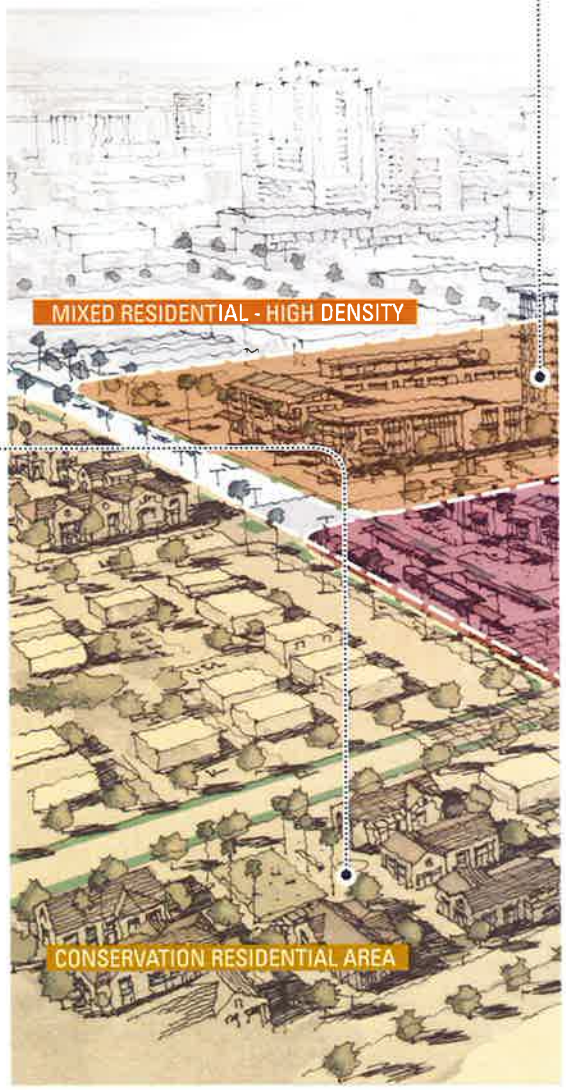

FIG 7.20: FREMONT EAST DISTRICT DISTRICTING CONCEPT & PROPOSED PROGRAMS
LOOKING FROM MARYLAND / CARSON INTERSECTION (*FOR ILLUSTRATIVE PURPOSES ONLY)

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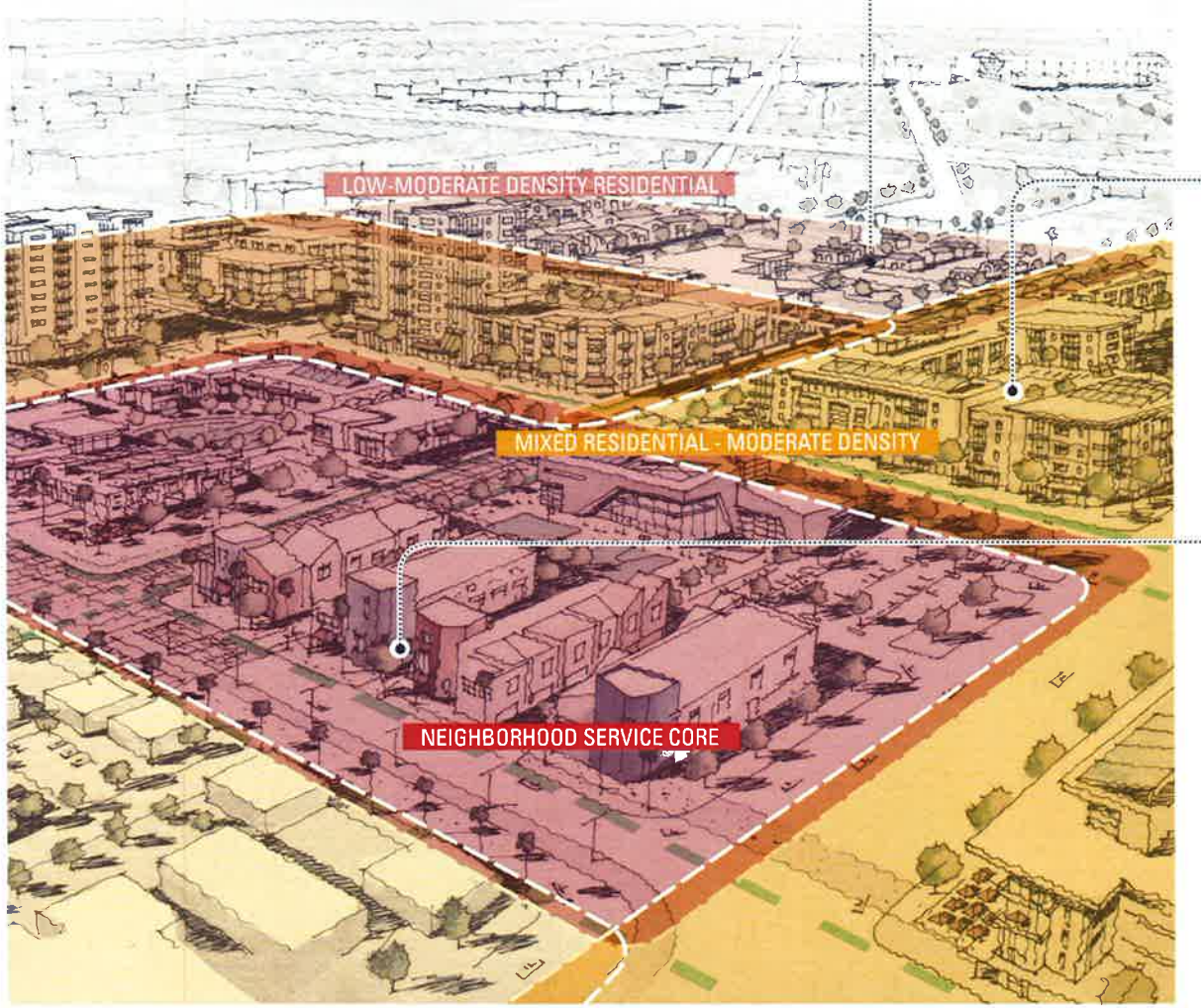

LOW-MODERATE DENSITY RESIDENTIAL



PROGRAMS:

- Townhomes
- Temporary Housing
- Healthcare Clinic
- "One-stop-shop" Service

MIXED RESIDENTIAL - MODERATE DENSITY





PROGRAMS:

- Condos
- Apartments
- Roof Amenities
- Convenience Retail
- Corner Restaurant
- Daily Service

NEIGHBORHOOD SERVICE CORE





PROGRAMS:

- Grocery Store
- Convenience Retail
- Community Center
- Occupational School
- Restaurants
- Post Office
- Police Substation
- Parking Garage
- Neighborhood Park

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DEVELOPMENT STRATEGY

SUMMARY:

1. Create a "**Neighborhood Service Core**" associated with the transit station, providing a neighborhood green along with diverse community amenities and resources

2. Redevelop the large underutilized surface parking lot, as well as declined motels along Fremont Street; **infill diverse housing products** to attract population

3. **Conserve the existing neighborhoods** in the vicinity and maintain their current characteristics; infill with low-rise homes and pocket parks

4. Redevelop this block by **accommodating temporary housing** needs associated with a new medical clinic and other much needed services for the street population

5. Improve **Carson Avenue as a transit-emphasis street** with a designated transit lane, enhanced crosswalks, and widened sidewalks

6. Improve the **Fremont Street pedestrian environment**, focusing on active ground floor uses, tree canopy, sidewalks, and street amenities that encourage walking

7. Expand the **bike network** and promote a **bike share program** for promoting public health

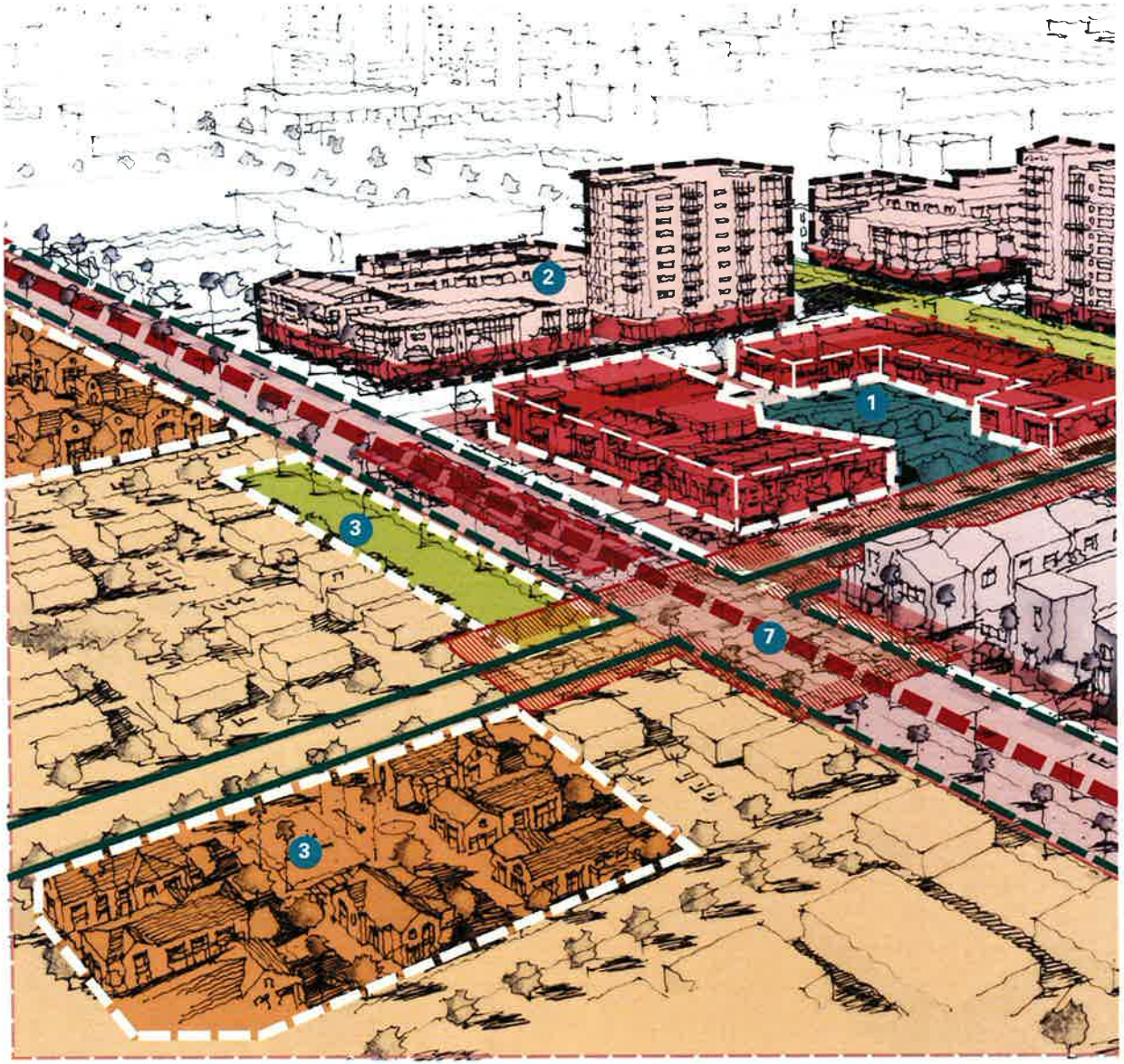

FIG 7.21: FREMONT EAST DISTRICT DEVELOPMENT STRATEGY
LOOKING FROM MARYLAND / CARSON INTERSECTION (*FOR ILLUSTRATIVE PURPOSES ONLY)

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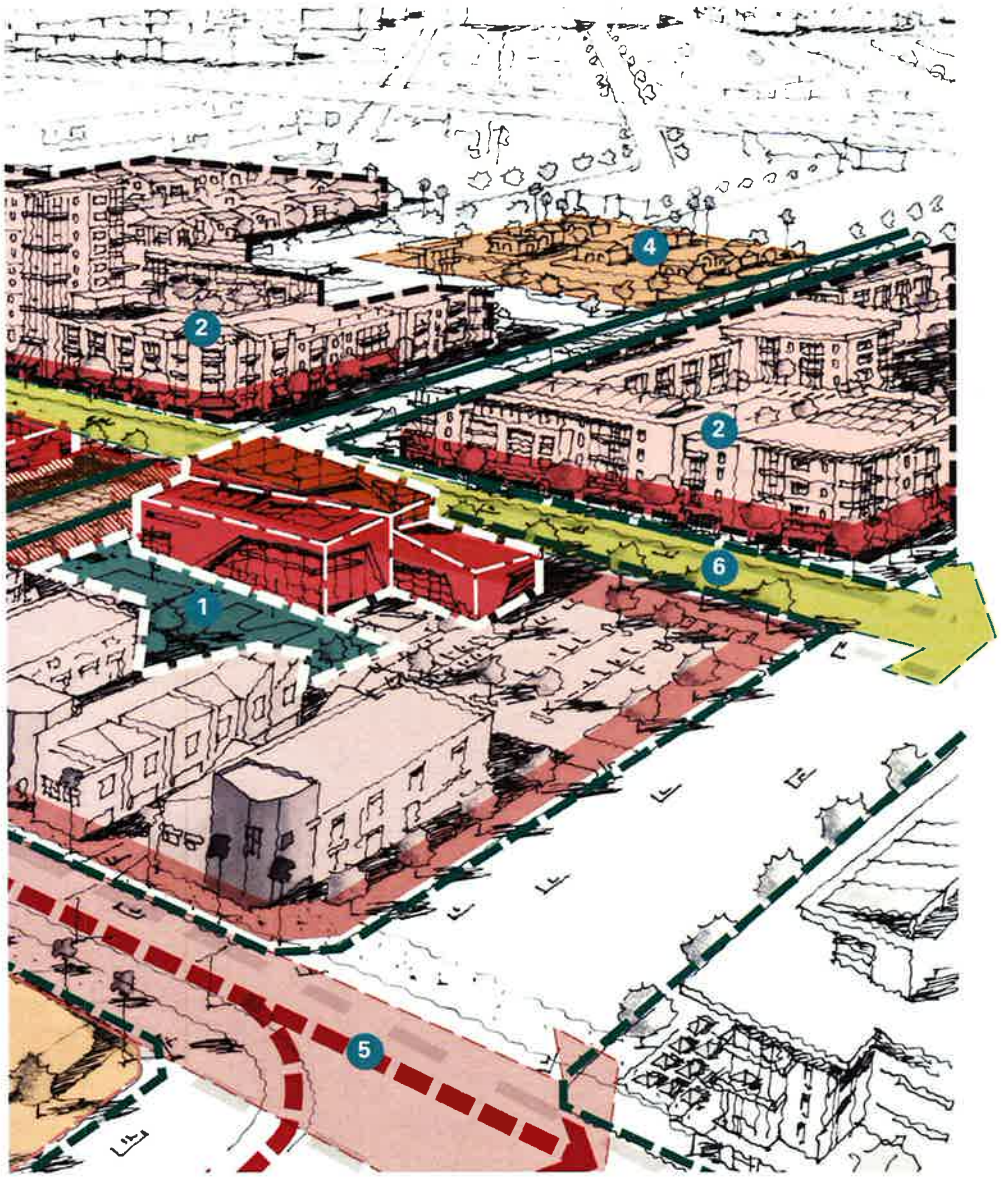
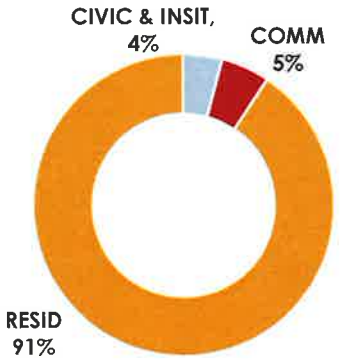


CONCEPTUAL YIELDS

LAND USE	GROSS FLOOR AREA (SF)
RESIDENTIAL	1,297,000
(Dwelling Units)	1,060
COMMERCIAL	75,000
RETAIL	75,000
CIVIC & INSTITUTIONAL	60,000
CIVIC	43,000
INSTITUTIONAL	17,000
TOTAL BLDG AREA (GSF)	1,432,000

OPEN SPACE	
NEW PARKS	0.6 (AC)
GREEN STREETS	5.1 (LN MI)

CONCEPTUAL DEVELOPMENT LAND USE MIX



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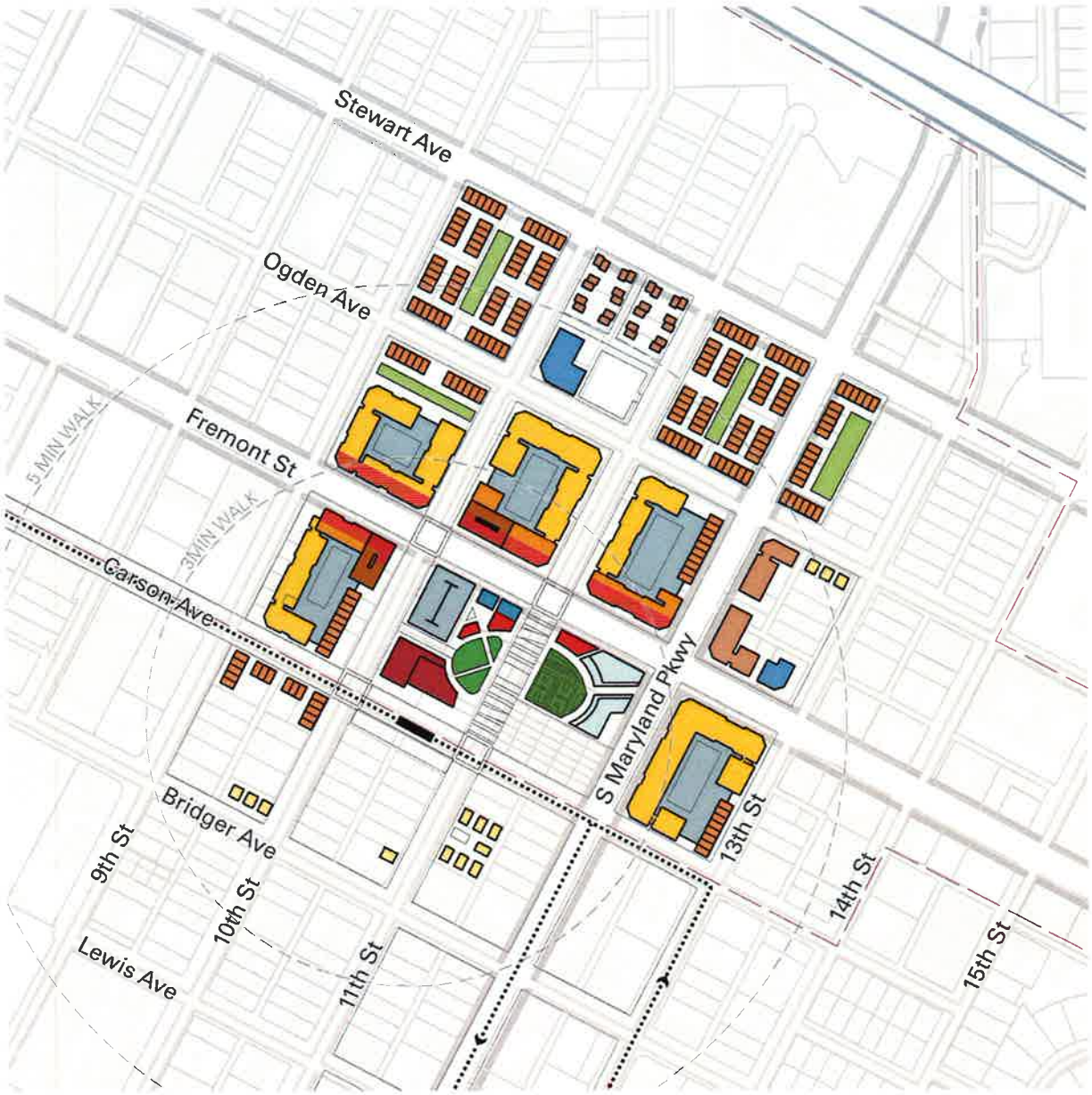

LAND USE CONCEPT

LEGEND

- **Residential**
  - Single Family Homes
  - Townhomes
  - Low-rise Apartments
  - Mid-rise Apartments
  - High-rise Apartments
  - Temporary / Senior Housing
- **Commercial / Office**
  - Retail
  - Cafe / Restaurant
  - Urban Grocery / Pharmacy
- **Civic/Institutional**
  - Community Center / Continuing Education
  - Post Office / Police Station
  - Clinic / Senior Center
- **Open Space**
  - Public Open Space
  - Semi-Private Green
  - Recreational
- LRT Alignment & Station
- District Boundary

0' 200' 500' 1000'

FIG 7.22: FREMONT EAST DISTRICT LAND USE CONCEPT

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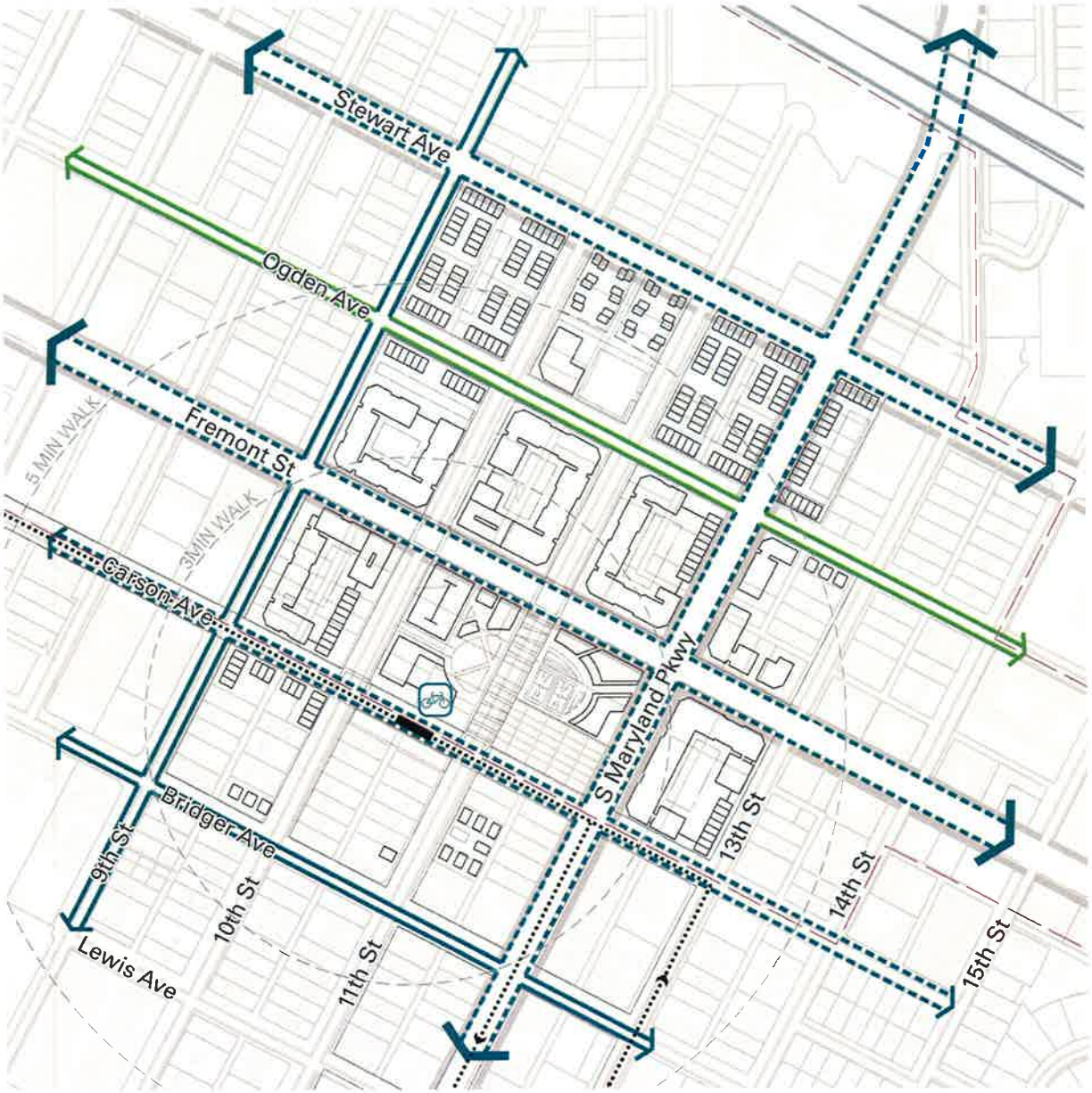

EXPANDED BIKE NETWORK CONCEPT

LEGEND

Existing Bike Network
- Dedicated Bike Lanes (Class-II)
- Bike Sharrows (Class-III)

Proposed Bike Network & Facility
- Dedicated Bike Lanes (Class-II)
- Bike Sharrows (Class-III)
- Bike Share Center
- LRT Alignment & Station
- District Boundary

0' 200' 500' 1000'

FIG 7.23: FREMONT EAST DISTRICT EXPANDED BIKE NETWORK CONCEPT

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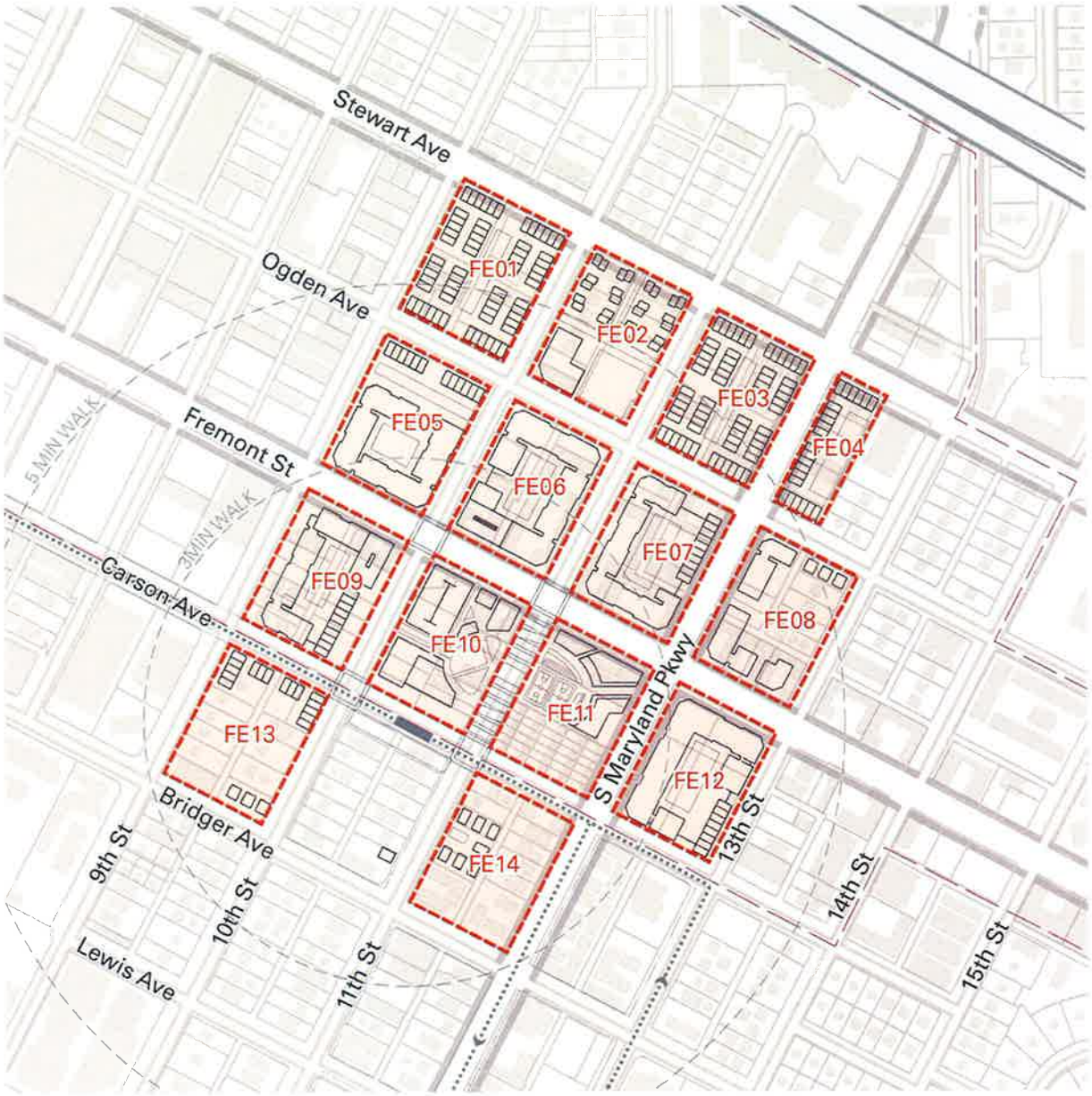
DEVELOPMENT YIELDS BY PARCEL



LEGEND

- FE05 Parcel Name
- Parcel Boundary
- LRT Alignment & Station
- District Boundary

0' 200' 500' 1000'

FIG 7.24: FREMONT EAST DISTRICT DEVELOPMENT YIELDS BY PARCEL

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TABLE 7.4: FREMONT EAST DISTRICT CONCEPTUAL YIELDS BY PARCEL

PARCEL #	RETAIL	RESIDENTIAL	INSTITUTIONAL	CIVIC	OPEN SPACE	TOTAL BLDG AREA (GSF)
FE01		102,500 townhomes				102,500
FE02		14,500 temp hsg		14,000 clinic		28,500
FE03		105,500 townhomes				105,500
FE04		36,500 townhomes				36,500
FE05	15,000 retail	198,500 townhomes, flats				213,500
FE06	14,000 retail	255,000 condos,flats				269,000
FE07	4,500 retail	145,500 condos, flats, townhomes				150,000
FE08		55,000 sfh, senior hsg		5,500 senior ctr		60,500
FE09	12,500 retail	190,500 flats, townhomes, condos				203,000
FE10	25,000 grocery			4,500 police station	13,200 ND Park	29,500
FE11	4,000 café		17,000 cont. sch.	19000 comm ctr		40,000
FE12		158,000 flats, townhomes				158,000
FE13		28,500 townhomes, sfhs				28,500
FE14		7,000 sfhs				7,000
TOTAL GLA	75,000	1,297,000 (1060 DU)	17,000	43,000	13,200	1,432,000

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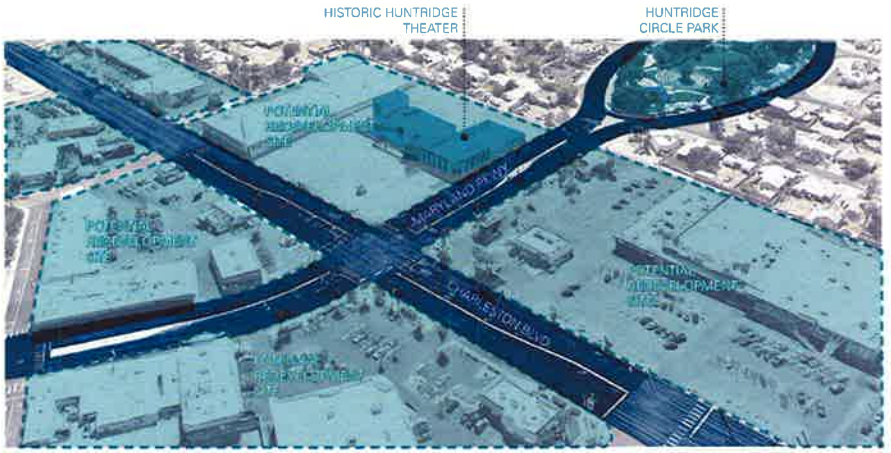
FOUNDERS

A HISTORIC NEIGHBORHOOD AUGMENTED WITH TRANSIT- ORIENTED MIXED USE.



SITE ANALYSIS
LOOKING TOWARD HUNTRIDGE PARK (*FOR ILLUSTRATIVE PURPOSES ONLY)

The Founders district is one of the most well preserved residential neighborhoods in the region. The Huntridge Theater and Circle Park are remarkable examples of early Las Vegas architecture and urban design. Many of the houses, streets, and landscape features of this area are particularly notable examples of a classic inner ring American suburb.

What is lacking are strong development controls, including an audit of contributing historic buildings, design standards, and code enforcement, which can preserve the character of the area, while helping to anticipate and mitigate the impacts of planning initiatives already underway.

In addtion, the integration of multi-modal transit in this area will be a game changer. A transit station at the northern portion of Huntridge Circle Park will create a hub of energy that will attract mixed use development. Many properties are underutilized, auto oriented and blighted along Maryland Parkway and Charleston Boulevard, and present significant opportunities for corridor redevelopment that includes mixed use residential and creative office space over ground floor retail and community oriented amenity spaces.

The transit station itself needs to be designed to accommodate services appropriate for the area. A quick serve café, convenience store, ticket booth, bike share, trail connections, wayfinding signage, and rest rooms are all appropriate amenities for the station area itself. A health club and a small local grocer will support the local community.

The type and character of mixed use development, if done correctly in this area, could add a new dimension to the neighborhood while improving affordability, amenity, and overall quality of life for residents. Moderate density residential, both for sale and rental, with ground floor amenities especially at key intersections could create an attractive live/work/shop atmosphere. Restaurants and cafes and live/work units that engage the street will promote pedestrian activity.

DEVELOPMENT NEEDS

Development Standards and Guidelines, Land Bank, Key Partnerships (Residential Housing Developers)

CATALYTIC PROJECTS

Multi-modal Transit (Fremont East Station), Community Green, Design Standards and Code Enforcement, Community Center, Urban Format Grocery Store, Layered Street Network, Wayfinding and Streetscape, Bike Share

PROPOSED ADD'L GLA

- Residential: 813,500 GSF / 660 DU's (Live/Work, Midrise/Highrise Workforce Housing)
- Retail: 75,000 GSF (F+B, Service Retail, Small Urban Grocery)
- Office: 147,500 (Creative Office)
- Civic/Institutional: 25,000 GSF (Clinic, Community Center)

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FIG 7.25: FOUNDERS DISTRICT CONCEPTUAL PROPOSAL
LOOKING TOWARD HUNTRIDGE PARK (*FOR ILLUSTRATIVE PURPOSES ONLY)

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SUB DISTRICTING CONCEPT

MIXED USE TRANSIT HUB





PROGRAMS:

- Midrise Apartments
- Professional Office
- Small Grocery
- Convenience Retail
- Community Theater
- Daily Service
- Multi-functional Plaza
- Community Center
- Enhanced Crosswalk
- Semi-private Green

COMMERCIAL STRIP



PROGRAMS:

- Professional Office
- Convenience Retail
- Live/work Lofts

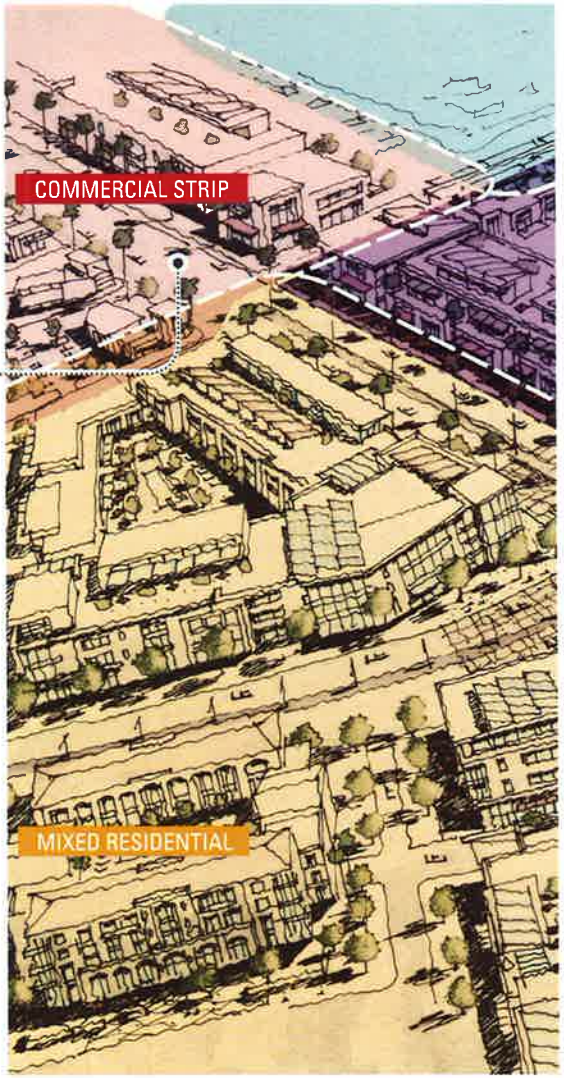

FIG 7.26: FOUNDERS DISTRICT DISTRICTING CONCEPT & PROPOSED PROGRAMS
LOOKING TOWARD HUNTRIDGE PARK (*FOR ILLUSTRATIVE PURPOSES ONLY)

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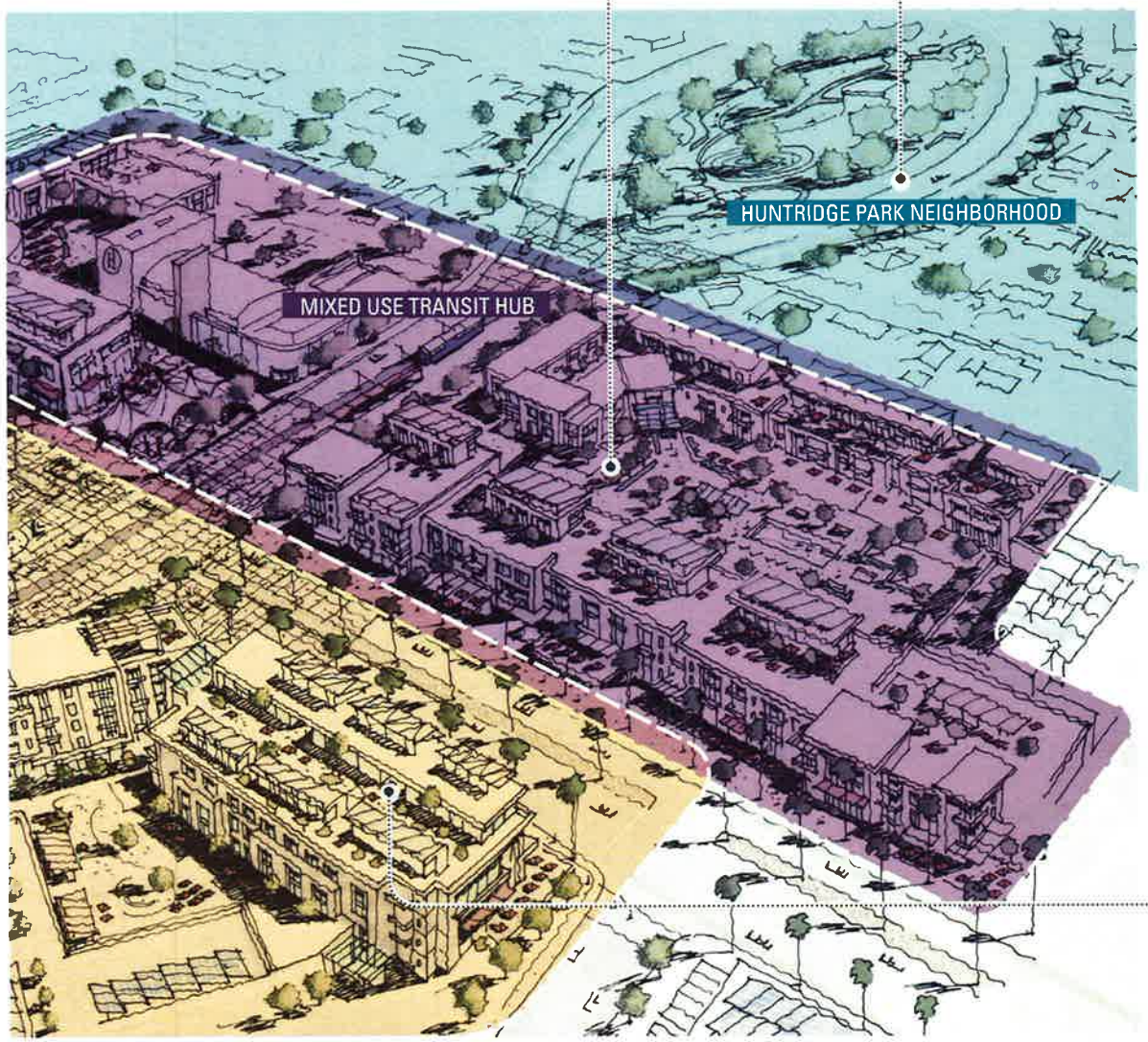

HUNTRIDGE PARK NEIGHBORHOOD







PROGRAMS:

- Multi-functional Plaza
- Community Garden
- Playground
- Event Programming

MIXED RESIDENTIAL





PROGRAMS:

- Live/Work Lofts
- Workforce Apartments
- Small Grocery
- Convenience Retail
- Professional Office
- Shared-use Parking
- Semi-private Green

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DEVELOPMENT STRATEGY

SUMMARY:

1. Renovate the **historic Huntridge Theater** and use it as a community theater to serve the region at large while maintaining the community's historic identity
2. Improve **Huntridge Park** by providing play fields, community gardens, and programmed community-oriented events; improve the maintenance of the park through formation of a Business Improvement District
3. Redevelop the blocks at the **Charleston/ Maryland intersection**; infill residential/ office mixed-use projects adjacent to the transit station to attract population
4. Enhance the **walking & biking environment** along Charleston Ave & Maryland Pkwy, focusing on drought tolerant tree canopy, sidewalks, crosswalks, bike lanes & street amenities, etc.
5. Encourage **active uses** on the ground floors of the residential/office projects to provide diverse community services as well as an appealing walking environment
6. Promote flexibility in **public/semi-public space design**, creating small plazas / courtyards for outdoor social gatherings
7. Encourage **sustainable design**, using PV roofs as well as green roofs to reduce the heat island effect and create a thermally comfortable environment

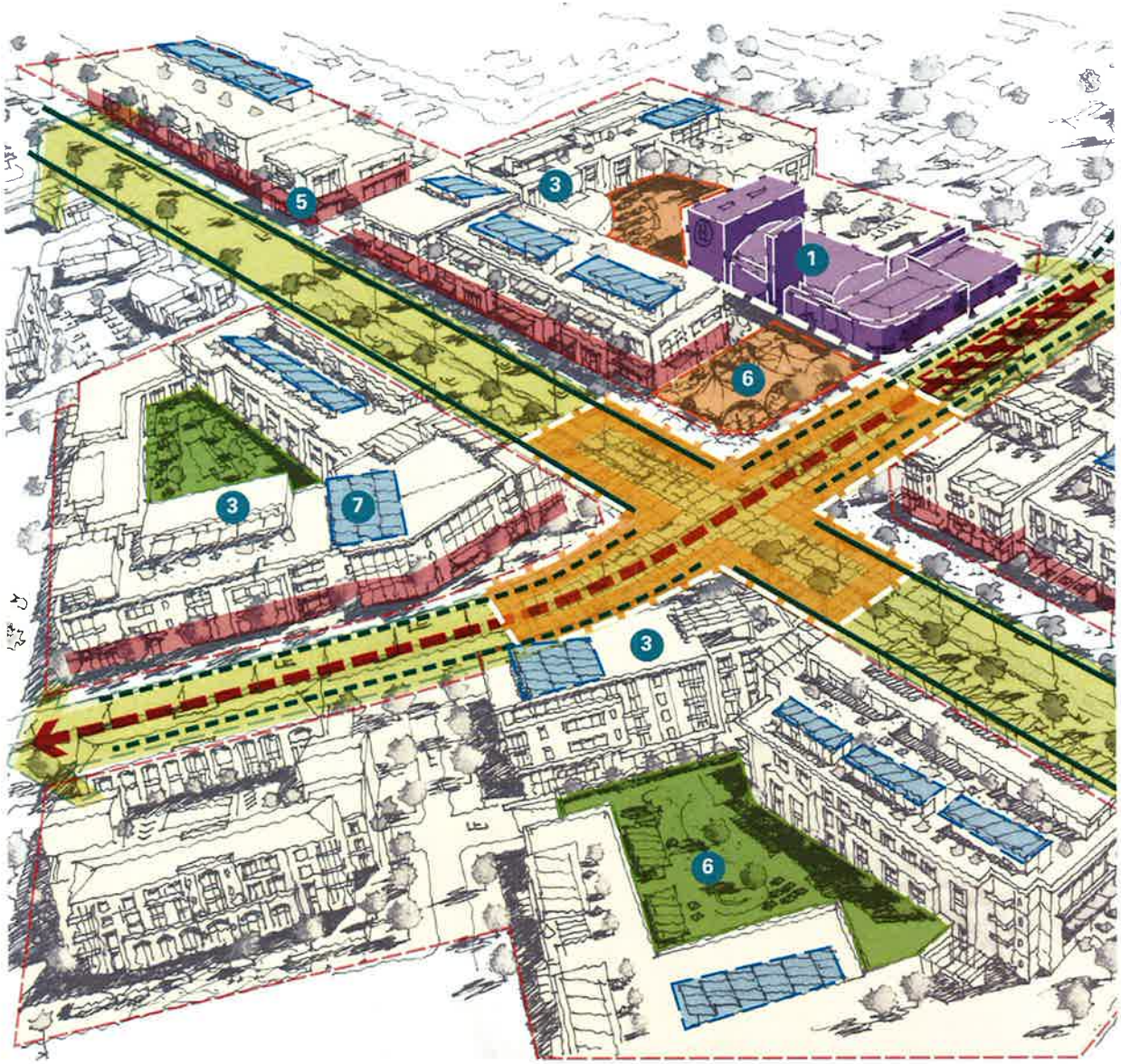

FIG 7.27: FOUNDERS DISTRICT DEVELOPMENT STRATEGY
LOOKING TOWARD HUNTRIDGE PARK (*FOR ILLUSTRATIVE PURPOSES ONLY)

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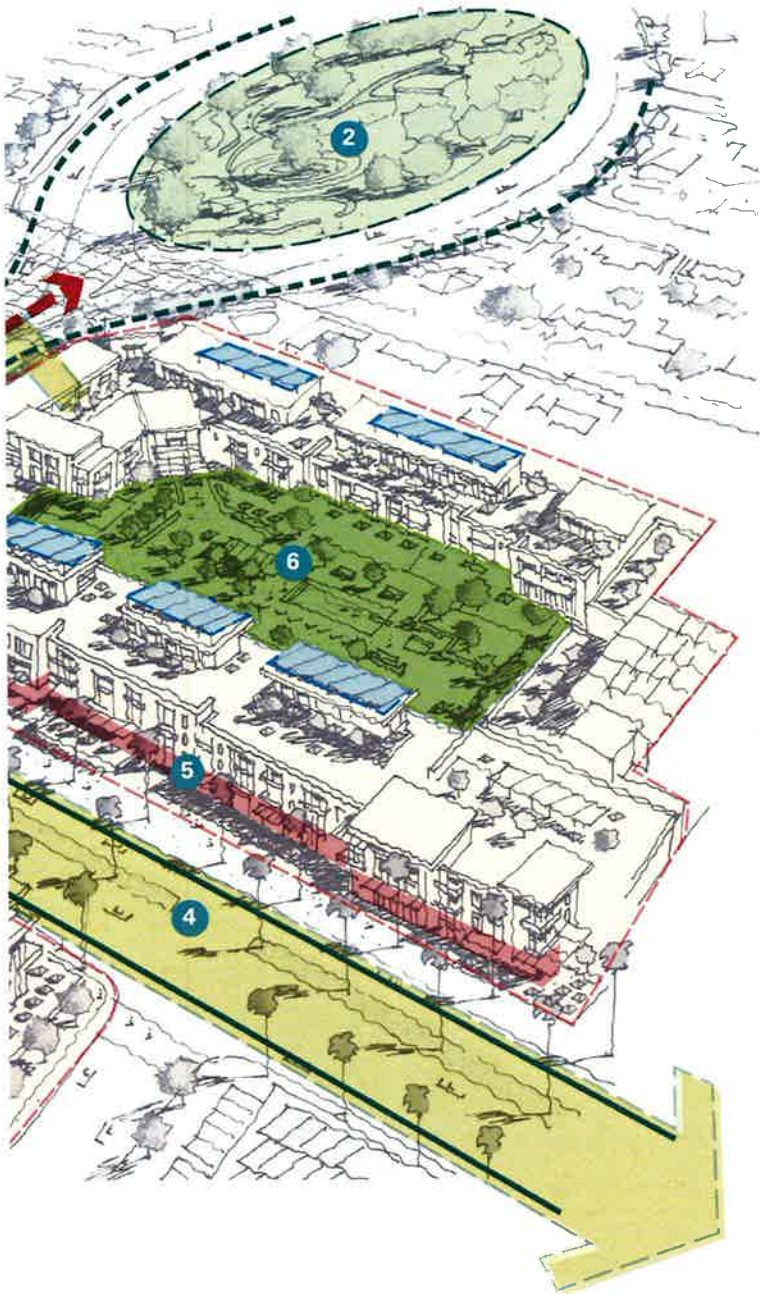
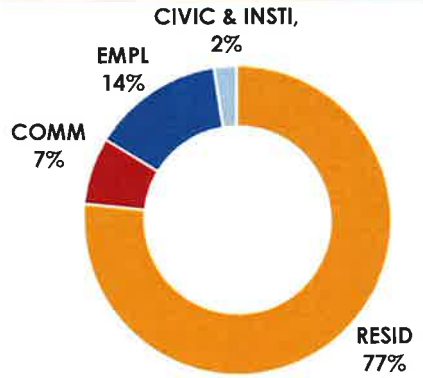


CONCEPTUAL YIELDS

LAND USE	GROSS FLOOR AREA (SF)
RESIDENTIAL	813,500
(Dwelling Units)	660
COMMERCIAL	75,000
EMPLOYMENT	147,500
CIVIC & INSTITUTIONAL	25,000
TOTAL BLDG AREA (GSF)	1,061,000

OPEN SPACE	
NEW PARKS	0.8 (AC)
GREEN STREETS	6.0 (LN MI)

CONCEPTUAL DEVELOPMENT LAND USE MIX



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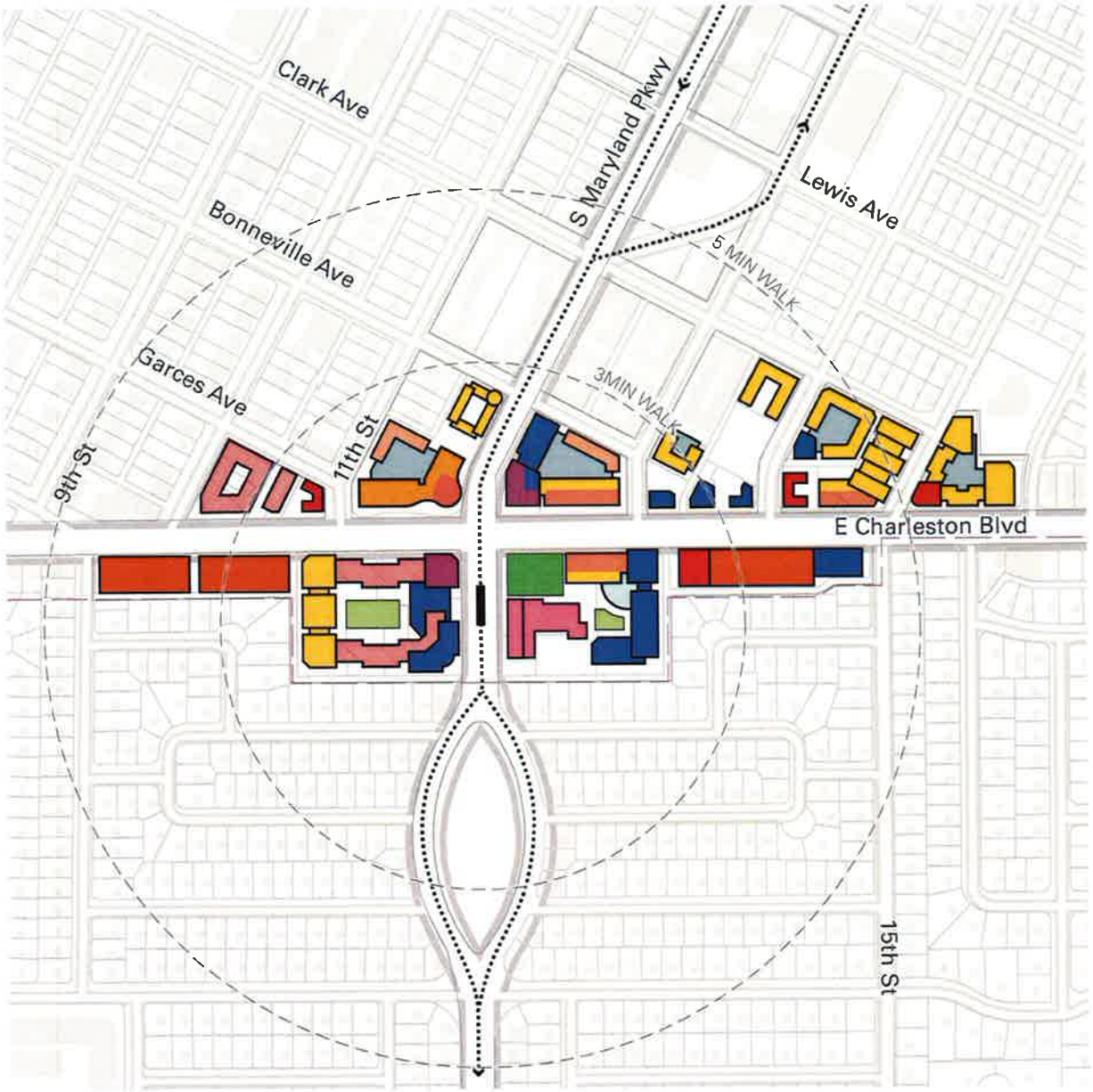

LAND USE CONCEPT

LEGEND

Residential
- Townhomes
- Low-rise Apartments
- Mid-rise Apartments
- Live / Work Lofts
- Affordable / Workforce Housing

Commercial / Office
- Retail
- Cafe / Restaurant
- Local Entertainment
- Professional Office

Civic/Institutional
- Community Center

Open Space
- Public Open Space
- Semi-private Green
- LRT Alignment & Station
- District Boundary

0' 200' 500' 1000'

FIG 7.28: FOUNDERS DISTRICT LAND USE CONCEPT

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EXPANDED BIKE NETWORK CONCEPT

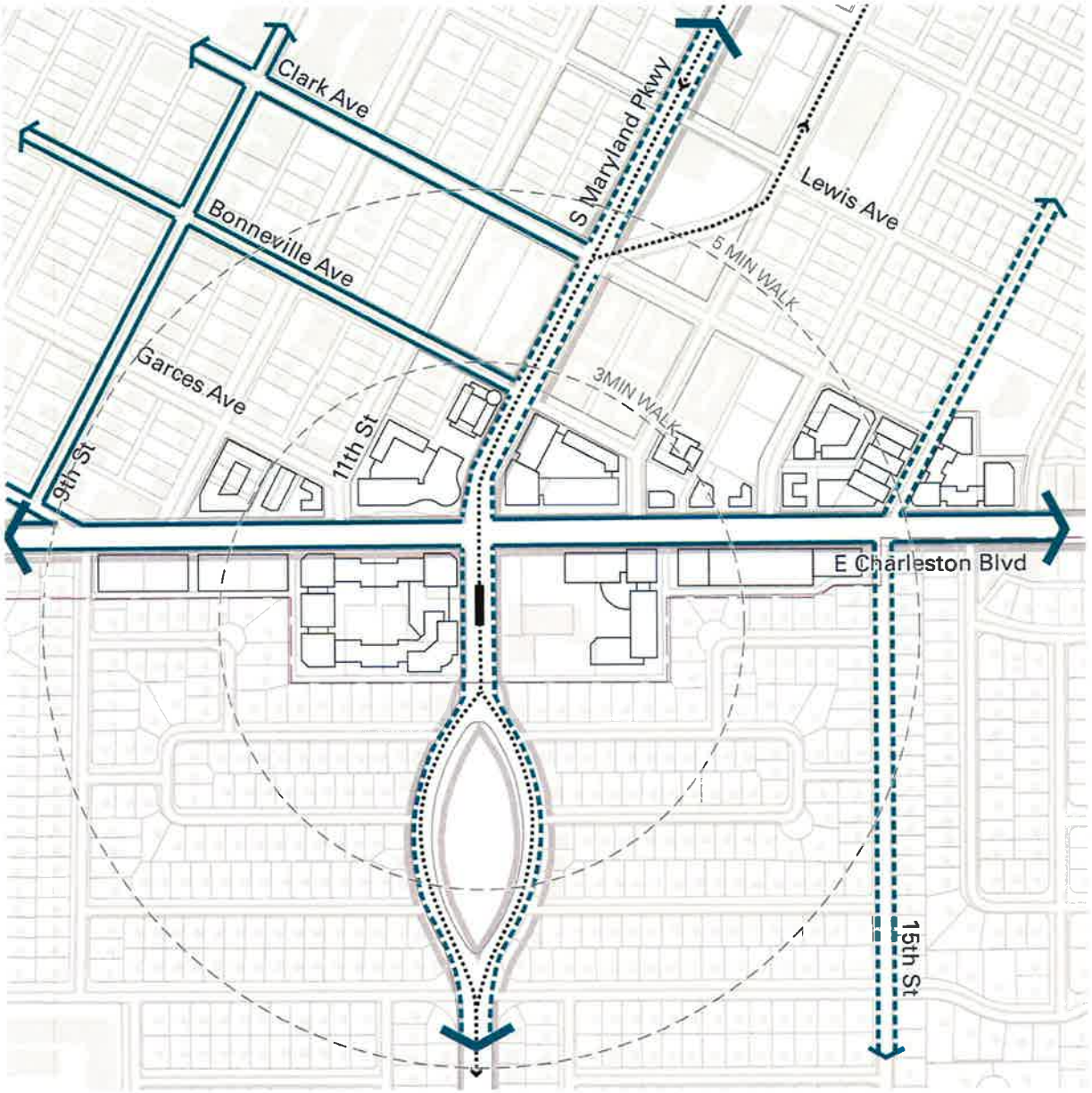

FIG 7.29: FOUNDERS DISTRICT EXPANDED BIKE NETWORK CONCEPT

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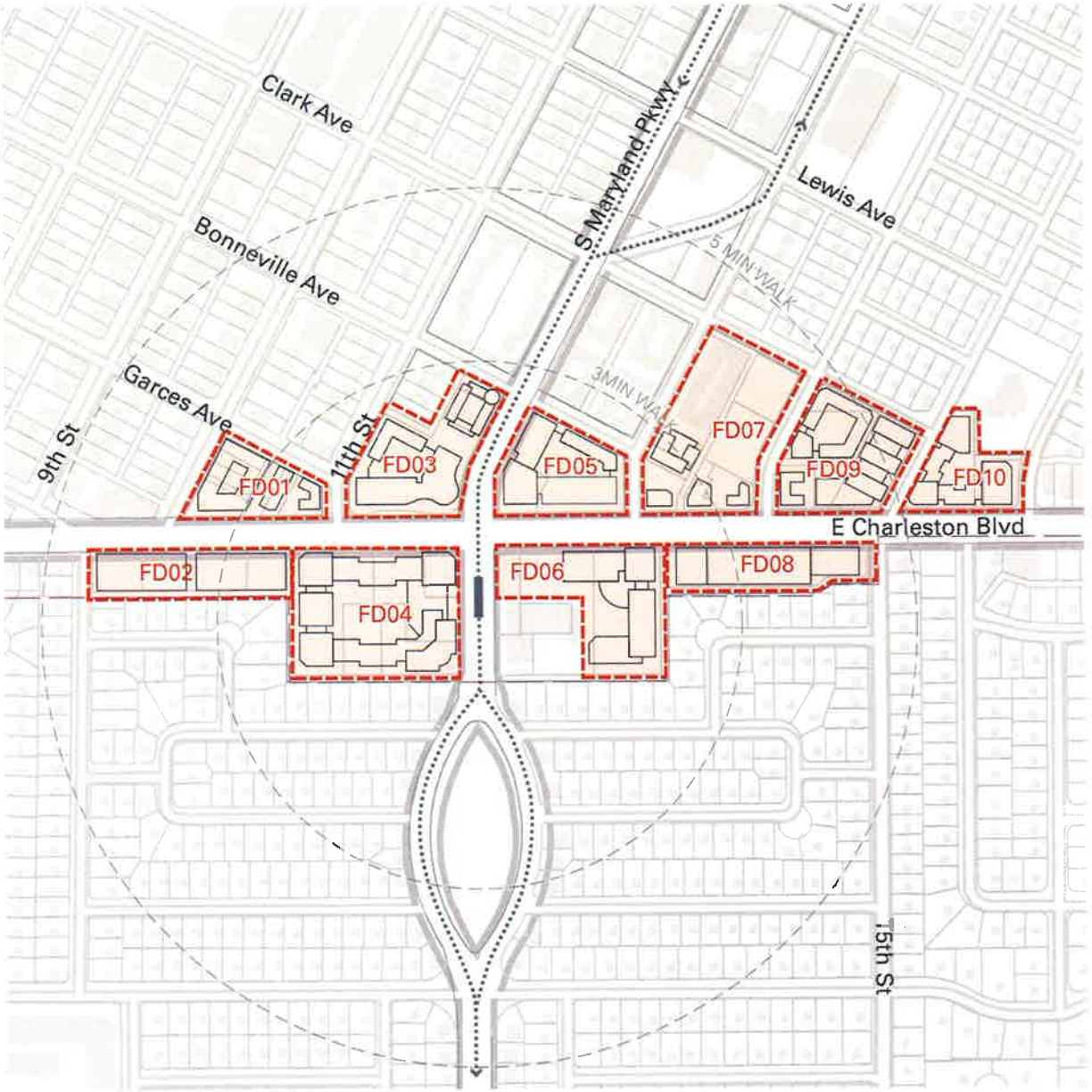
DEVELOPMENT YIELDS BY PARCEL



LEGEND

- FD10 Parcel Name
- Parcel Boundary
- LRT Alignment & Station
- District Boundary

0' 200' 500' 1000'

FIG 7.30: FOUNDERS DISTRICT DEVELOPMENT YIELDS BY PARCEL

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TABLE 7.5: FOUNDERS DISTRICT CONCEPTUAL YIELDS BY PARCEL

PARCEL #	RETAIL	RESIDENTIAL	CIVIC	OFFICE	OPEN SPACE	TOTAL BLDG AREA (GSF)
FD01	5,000 F&B	63,000 workforce hsg				68,000
FD02		170,000 live/work lofts				170,000
FD03	5,000 F&B	120,500 townhomes, flats				125,500
FD04	5,000 F&B	83,500 workforce hsg, flats		21,000 professional office		109,500
FD05	20,000 retail	83,500 townhomes, flats		24,000 professional office	24,000 small plaza	127,500
FD06	10,000 retail	31,500 flats	25,000 comm. ctr.	61,000 professional office		127,500
FD07		41,000 flats		11,000 professional office		52,000
FD08	10,000 retail	94,500 live/work lofts		22,000 professional office		126,500
FD09	15,000 retail	90,000 flats		8,500 professional office		113,500
FD10	5,000 F&B	36,000 flats				41,000
TOTAL GLA	75,000	813,500 (660 DU)	25,000	147,500	24,000	1,061,000

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RESORT & CASINO

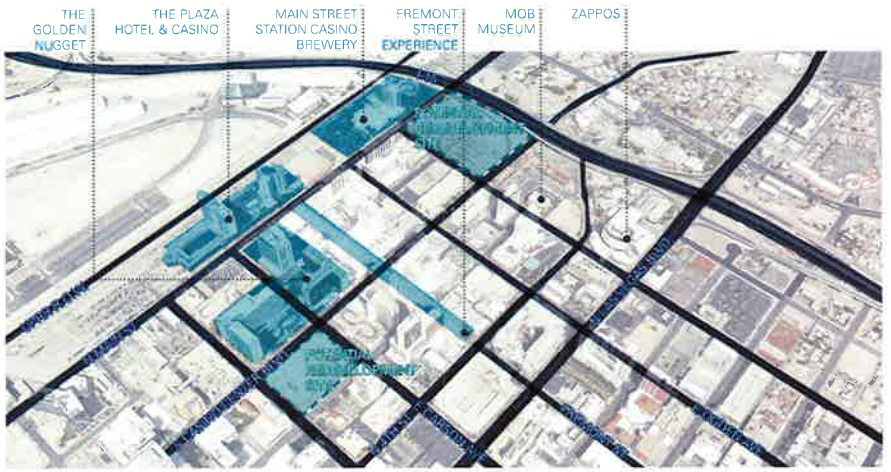
NEW COMPLEMENTARY ANCHORS TO DOWNTOWN GAMING.

Identified as the City's original gaming district and home to a number of classic Las Vegas hotel-casinos, the Resort & Casino District serves as the activity and entertainment anchor for Downtown and will continue playing a significant role in the regional economy.

Acting as the most mature and intensely developed area in the Downtown core, there are several key challenges identified. These include poor linkages and connections to the surrounding areas, lack of a shared use parking strategy, lack of a true business hotel w/ adequate convention or conference space, lack of cohesive downtown-wide wayfinding system, perceived safety and security issues, and limited available land for new development.

A new convention center and business hotel could be developed on the high-profile site adjacent the US 95 Hwy ramp. With provision of high-end resort facilities, boutique retail stores, and semi-private green, the development could become a new economic anchor in the district.

Currently a wayfinding system is being designed for the district that emphasizes multimodel connections both within and surrounding the Resort and Casino District. A "smart" system supported by innovative technologies could provide clear and time sensitive data to visitors and residents in the district. Integrating public art and placemaking will also create a more pleasant walking environment.



SITE ANALYSIS
LOOKING TOWARD HUNTRIDGE PARK (*FOR ILLUSTRATIVE PURPOSES ONLY)

Expansion of the LRT/BRT and bike networks as well as a walkable greenway network could provide visitors and locals with multiple modal choices for travel between downtown destinations.

A new pedestrian bridge adjacent to the Plaza Hotel will provide better connections to the Symphony Park District. Other opportunities could include upgrading the "Fremont Street Experience (FSE)" with new interactive technologies, collaboration with FSE BID for marketing, improving safety, and cross programming events with other key economic anchors in downtown.

DEVELOPMENT NEEDS

Development Standard and Guidelines, Key Partnerships (DLV, Railroad, Fremont Street Experience BID)

CATALYTIC PROJECTS

Multi-modal Transit (Central Park Station), Pedestrian Bridge over Railroad ROW, New Hospitality Facility/Convention Center, Bike Trail along Railroad ROW, "Central Park" Conversion/ Renovation, 3rd St. Linear Park, Wayfinding and Streetscape, Public Art, Events Programming

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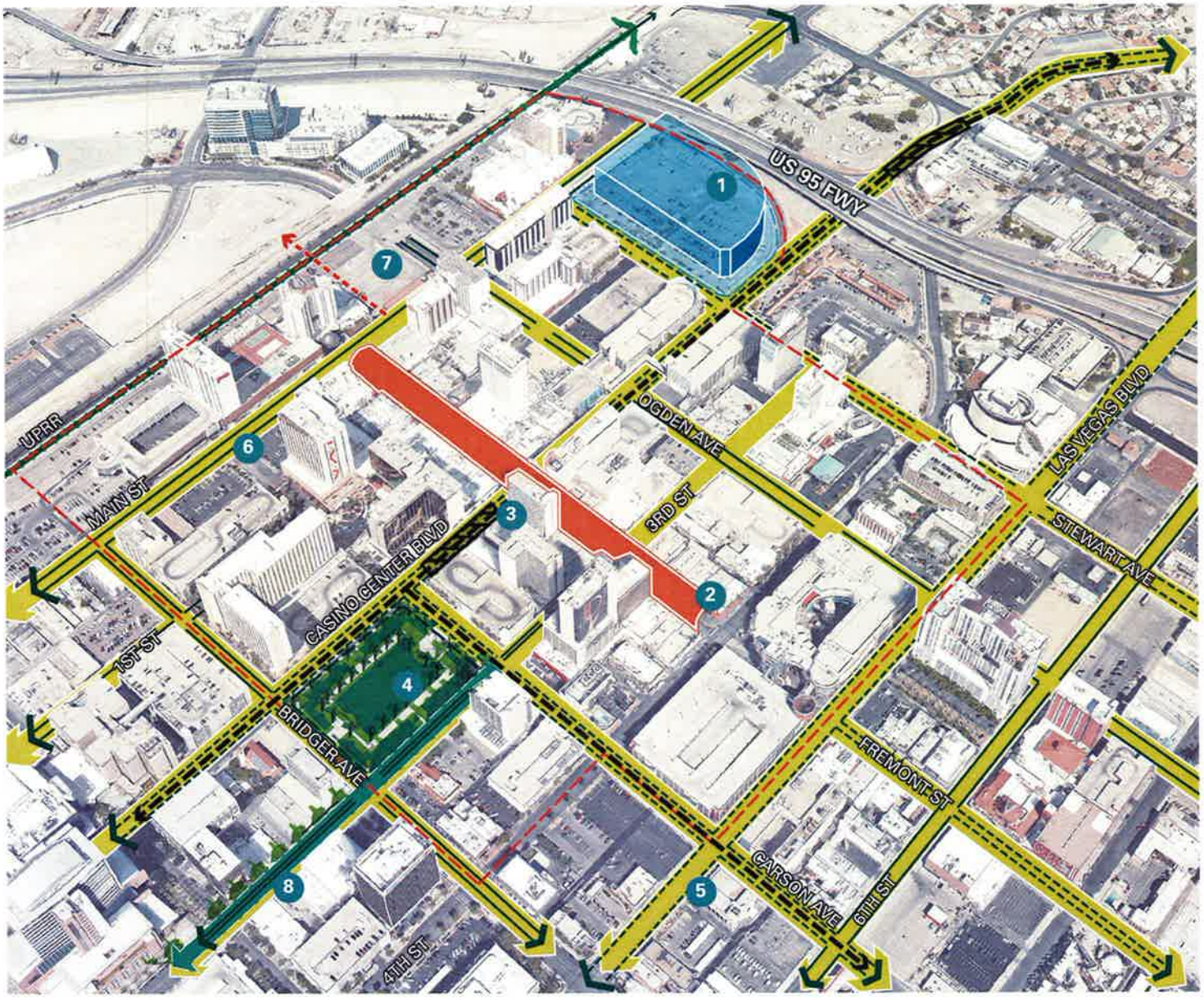

STRATEGY SUMMARY:

1. **Redevelop the high profile site** adjacent to US95 FWY ramp for business hotel with convention facilities
2. **Upgrade Fremont St. Experience** with new interactive technologies
3. Bring in the **LRT/BRT transit lines** linking the tourism destinations in the district
4. Provide a **Central Park** on the previous DLV site for events and outdoor activities
5. Expand the **drought tolerant greenway network**, focusing on street trees, street amenities & widening sidewalks
6. Expand **the bike network** and enhance cycling experience; extend **bike trail along the track**
7. Improve the **pedestrian linkage** between districts
8. Extend **3rd St. Linear Park**, providing a shaded corridor linking the Arts district

District Boundary

FIG 7.31: RESORT & CASINO DISTRICT DEVELOPMENT STRATEGY
LOOKING FROM LAS VEGAS / CARSON INTERSECTION (*FOR ILLUSTRATIVE PURPOSES ONLY)

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PERIPHERAL DISTRICTS

These districts have the potential to complement core districts and augment the success of Downtown as a whole, while individually benefitting from better transit access, new development, amenities and services.

CASHMAN

MEDICAL

GATEWAY

DESIGN

MARKET CORRIDOR

HISTORIC WESTSIDE

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CASHMAN

A COMMUNITY OF ENTREPRENEURS ANCHORED BY SPORTS AND CULTURE.



SITE ANALYSIS
LOOKING TOWARD DOWNTOWN CORE (*FOR ILLUSTRATIVE PURPOSES ONLY)

The Cashman District has traditionally been the home of historical and cultural assets of the city, the home of the triple A baseball club, and a significant hub of government employment. However, it's suffered from a lack of resident population and enough programming to consistently interest the community at large.

There is tremendous potential to create a new mixed community that provides a sports and entertainment core of activity based upon a new soccer stadium and associated facilities. Connected to this facility would be a number of mixed use blocks that include workforce housing and creative and incubator office space that caters to the high tech uses such as *Zappos* employees, *UAV* researchers, and other creatives looking for cool, hip and affordable places to live and work.

A transit plaza with a light rail stop or BRT service, bike share, a town green and other support amenities would provide a knuckle of activity that acts as a gateway into the district from Las Vegas Boulevard. Clustered around the plaza would be a portion of creative office and incubator spaces for research and development. Ground floor bars and restaurants as well as service retail would complement game day activities as well as support a significant residential population.

Event programming will be an important added dimension to the area. Events beyond soccer games could include farmers markets, swap meets, food and beverage events, concerts, fun runs, and local community based activities that create a buzz. Local museums and cultural destinations including the Natural History Museum, the Library, Neon Boneyard, Old Mormon Fort, and others could take advantage of fundraisers, and other activities with a tie-in with the village green and stadium related activities.

DEVELOPMENT NEEDS

District Land Assembly, Coordinated Infrastructure Investment, Development Standards and Guidelines, Forming Key Partnerships (MLS, Mixed-use Developer)

CATALYTIC PROJECTS

Multi-modal Transit (Cashman Station), MLS Stadium, Village Green, Streetscape and Wayfinding, Bike Share

PROPOSED ADD'L GLA

- Residential: 1,004,000 GSF / 1,004 Housing Units (Combination of Townhomes, Apartments, Condos, Duplexes, SFR)
- Retail: 102,000 GSF (Bars, Restaurants, Sports Bar, Service Retail)
- Office: 294,000 GSF (Above Shops around Transit Hub)
- Institutional: 150,000 GSF (Soccer Stadium)
- Open space: 80,000 GSF (Town Green)

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FIG 8.1: CASHMAN DISTRICT CONCEPTUAL PROPOSAL
LOOKING TOWARD DOWNTOWN CORE (*FOR ILLUSTRATIVE PURPOSES ONLY)

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SUB DISTRICTING CONCEPT

STADIUM DISTRICT





PROGRAMS:
- Soccer Stadium
- Parking Structure
- Retail
- Food & Beverage
- Bars
- Green Lawn

MIXED RESIDENTIAL DISTRICT







PROGRAMS:
- Condos
- Apartments
- Duplex
- Townhomes
- Convenience Retail
- Food & Beverage

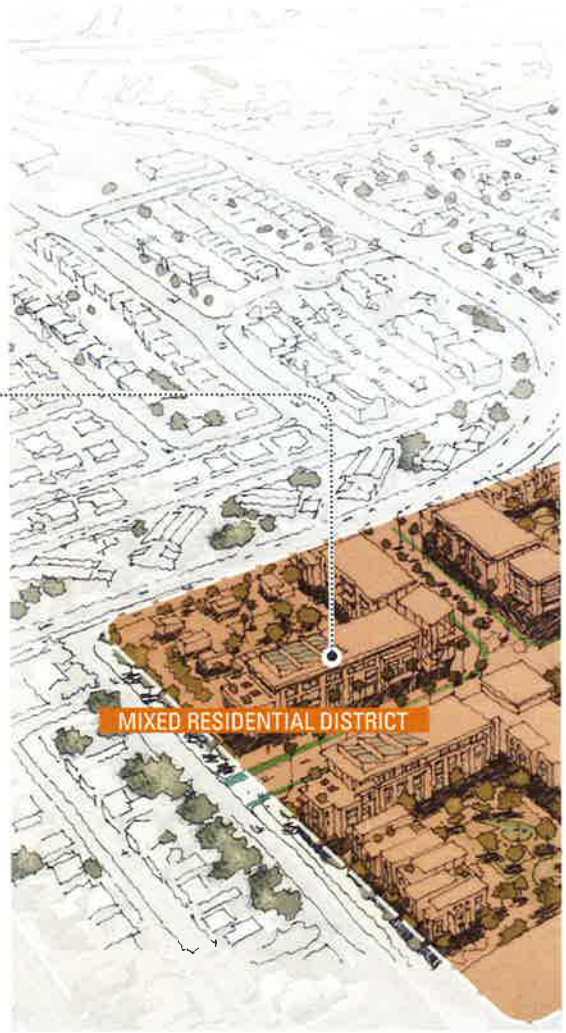

FIG 8.2: CASHMAN DISTRICT DISTRICTING CONCEPT & PROPOSED PROGRAMS
LOOKING TOWARD DOWNTOWN CORE (*FOR ILLUSTRATIVE PURPOSES ONLY)

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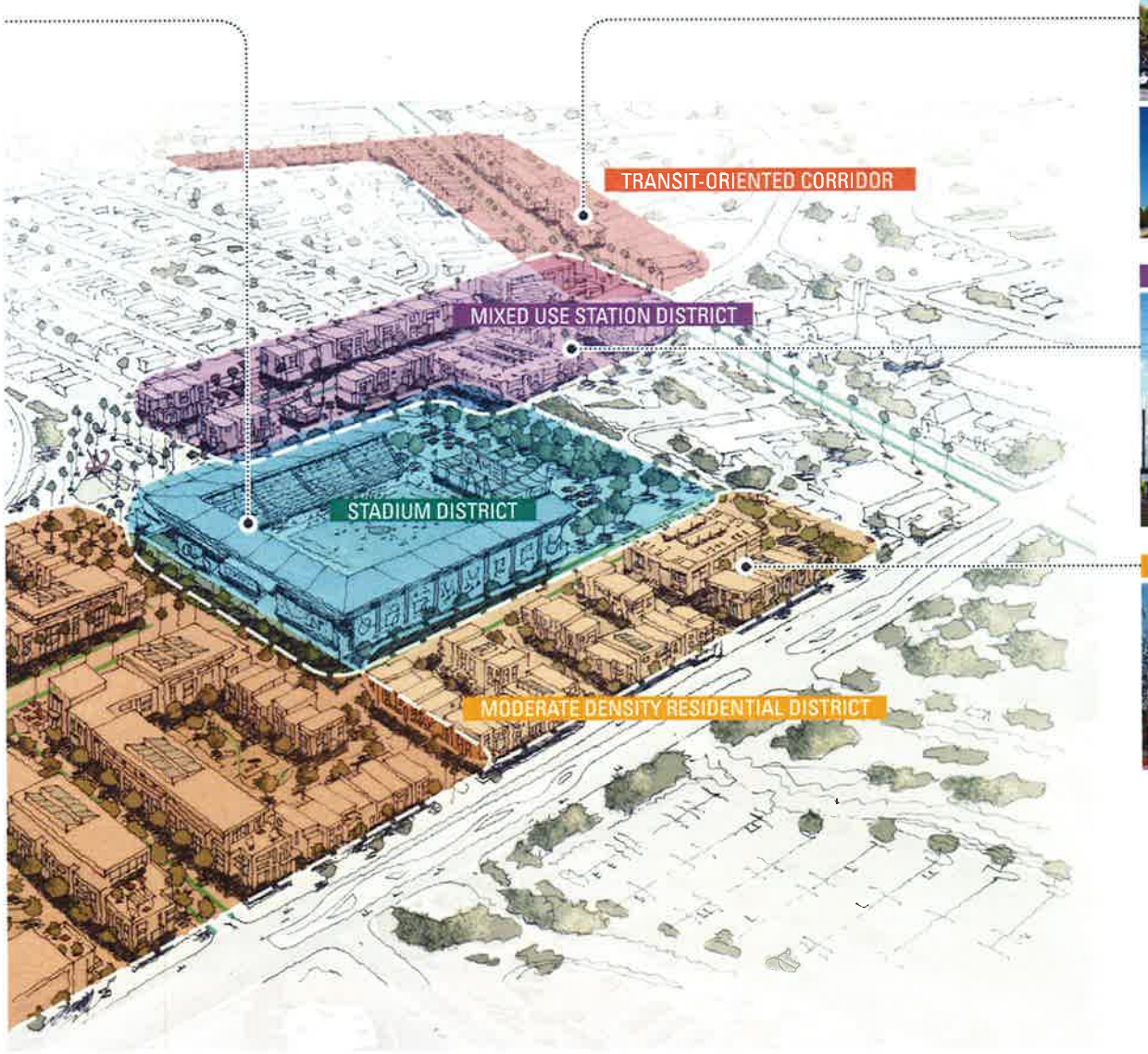


TRANSIT-ORIENTED CORRIDOR



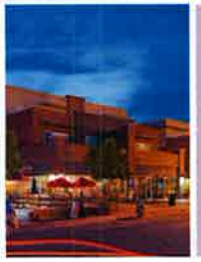


PROGRAMS:

- Apartment
- Convenience Store
- Sidewalk & Street Trees

MIXED USE STATION DISTRICT





PROGRAMS:

- Creative Office
- Live/Work
- Cafe & Retail
- Bars & Restaurants
- Bike Share

MODERATE DENSITY RESIDENTIAL



PROGRAMS:

- Townhomes
- Parking

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DEVELOPMENT STRATEGY

SUMMARY:

1. Build a **soccer stadium** and associated facilities that revitalize the area

2. Bring in the **light rail station with a bike share center** directly to the front of the Stadium; create a transit plaza with a variety of activities

3. Infill **diverse housing products** (single family homes, townhomes, duplexes, workforce housing units, etc.) to draw population and bring density to the area

4. Build a **mixed-use station district** providing creative & incubator offices and ground floor bars and restaurants that cater to the tech population and gameday visitors

5. Incorporate a **versatile town green** for tailgating, diverse programmed events, festivals, and community based activities

6. Create a **drought tolerant greenway network** that expands the bike network and promotes a bike share program encouraging public health

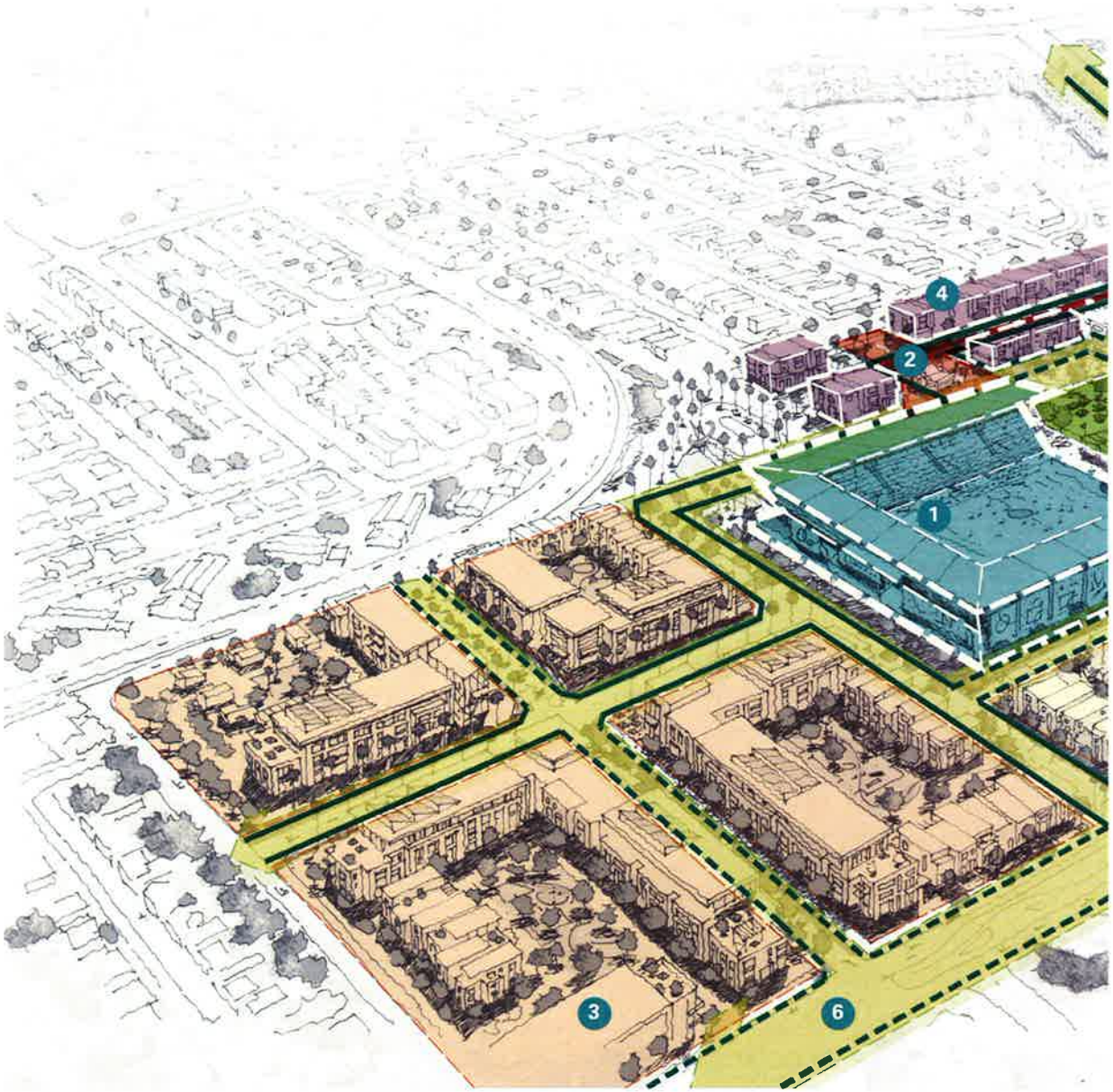

FIG 8.3: CASHMAN DISTRICT DEVELOPMENT STRATEGY
LOOKING TOWARD DOWNTOWN CORE (*FOR ILLUSTRATIVE PURPOSES ONLY)

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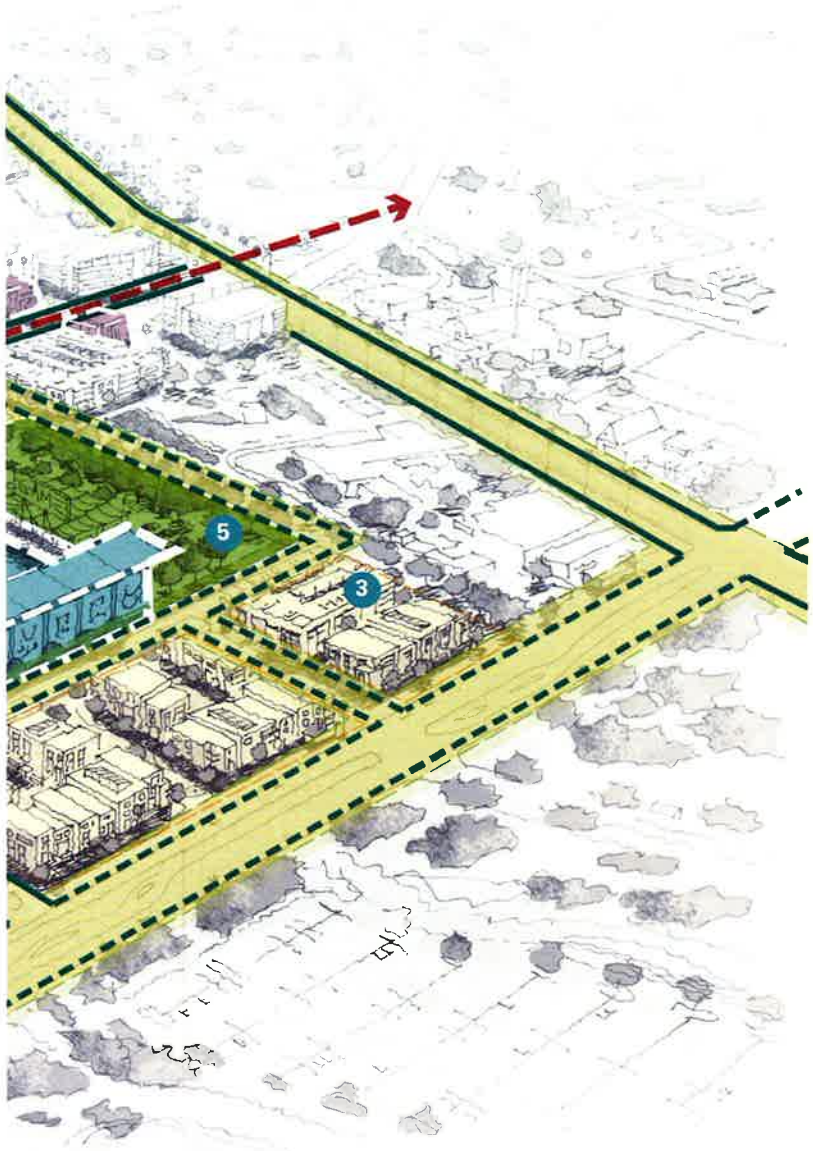
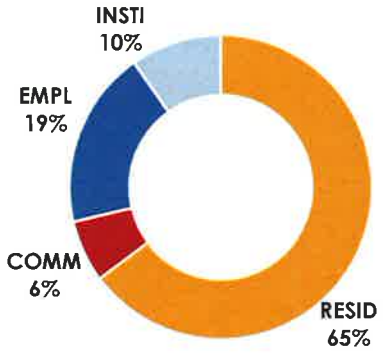


CONCEPTUAL YIELDS

LAND USE	GROSS FLOOR AREA (SF)
RESIDENTIAL	1,004,000
(Dwelling Units)	1004
COMMERCIAL	102,000
RETAIL	102,000
EMPLOYMENT	294,000
CIVIC & INSTITUTIONAL	150,000
INSTITUTIONAL	150,000
TOTAL BLDG AREA (GSF)	1,550,000

OPEN SPACE	
NEW PARKS	1.8 (AC)
GREEN STREETS	5.2 (LN MI)

CONCEPTUAL DEVELOPMENT LAND USE MIX



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LAND USE CONCEPT

LEGEND

- **Residential**
  - Single Family Homes
  - Duplexes
  - Townhomes
  - Low-rise Apartments
  - Mid-rise Apartments
- **Commercial / Office**
  - Retail
  - Cafe / Restaurant
  - Creative Office
- **Civic/Institutional**
  - Soccer Stadium
- **Open Space**
  - Public Open Space
  - Soccer Field
  - Semi-private Green
- LRT Alignment & Station
- District Boundary

0' 200' 500' 1000'

FIG 8.4: CASHMAN DISTRICT LAND USE CONCEPT

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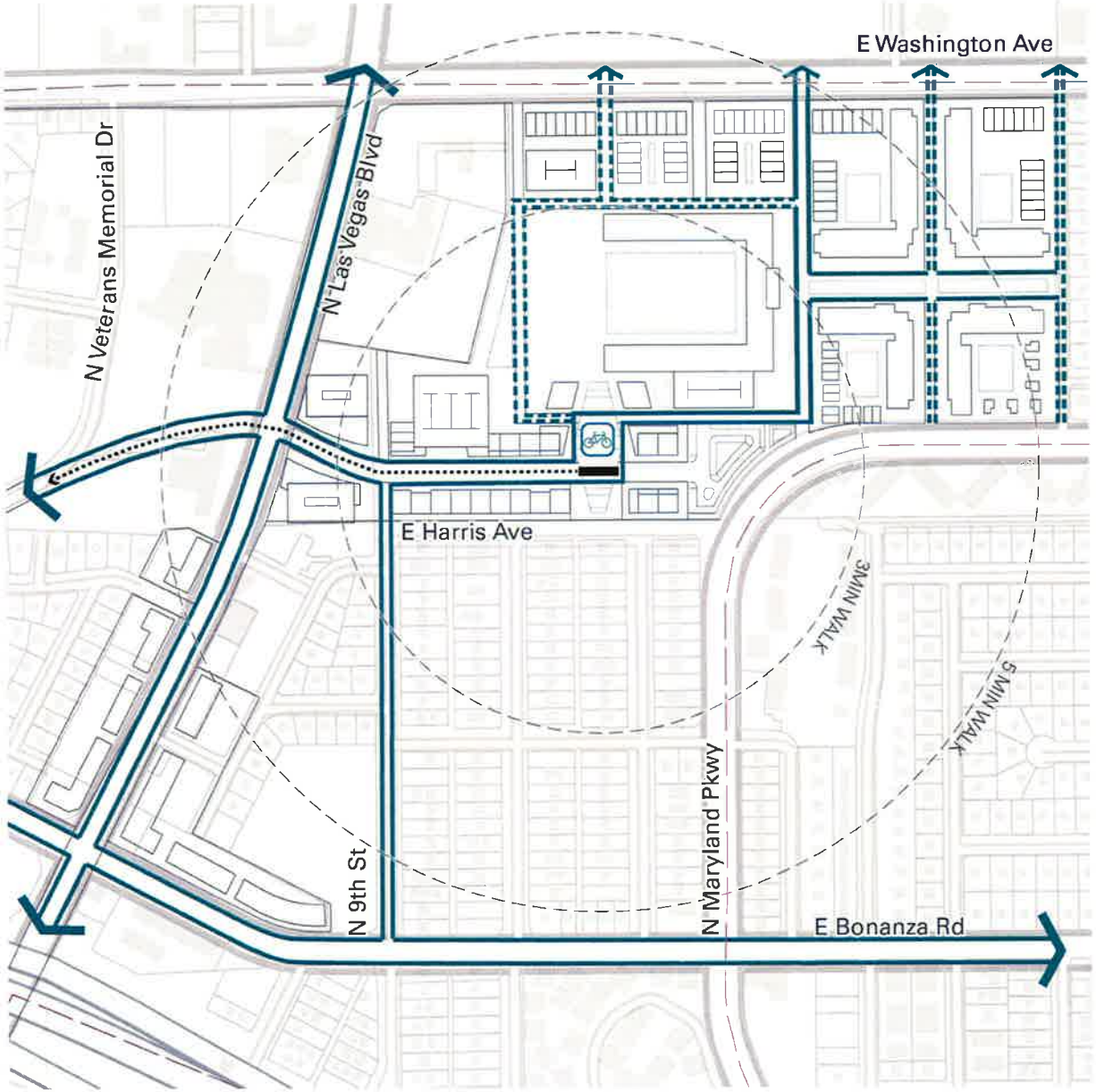

EXPANDED BIKE NETWORK CONCEPT

LEGEND

Proposed Bike Network & Facility
- Dedicated Bike Lanes (Class-II)
- Bike Sharrows (Class-III)
- Bike Share Center
- LRT Alignment & Station
- District Boundary

0′ 200′ 500′ 1000′

FIG 8.5: CASHMAN DISTRICT EXPANDED BIKE NETWORK CONCEPT

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DEVELOPMENT YIELDS BY PARCEL

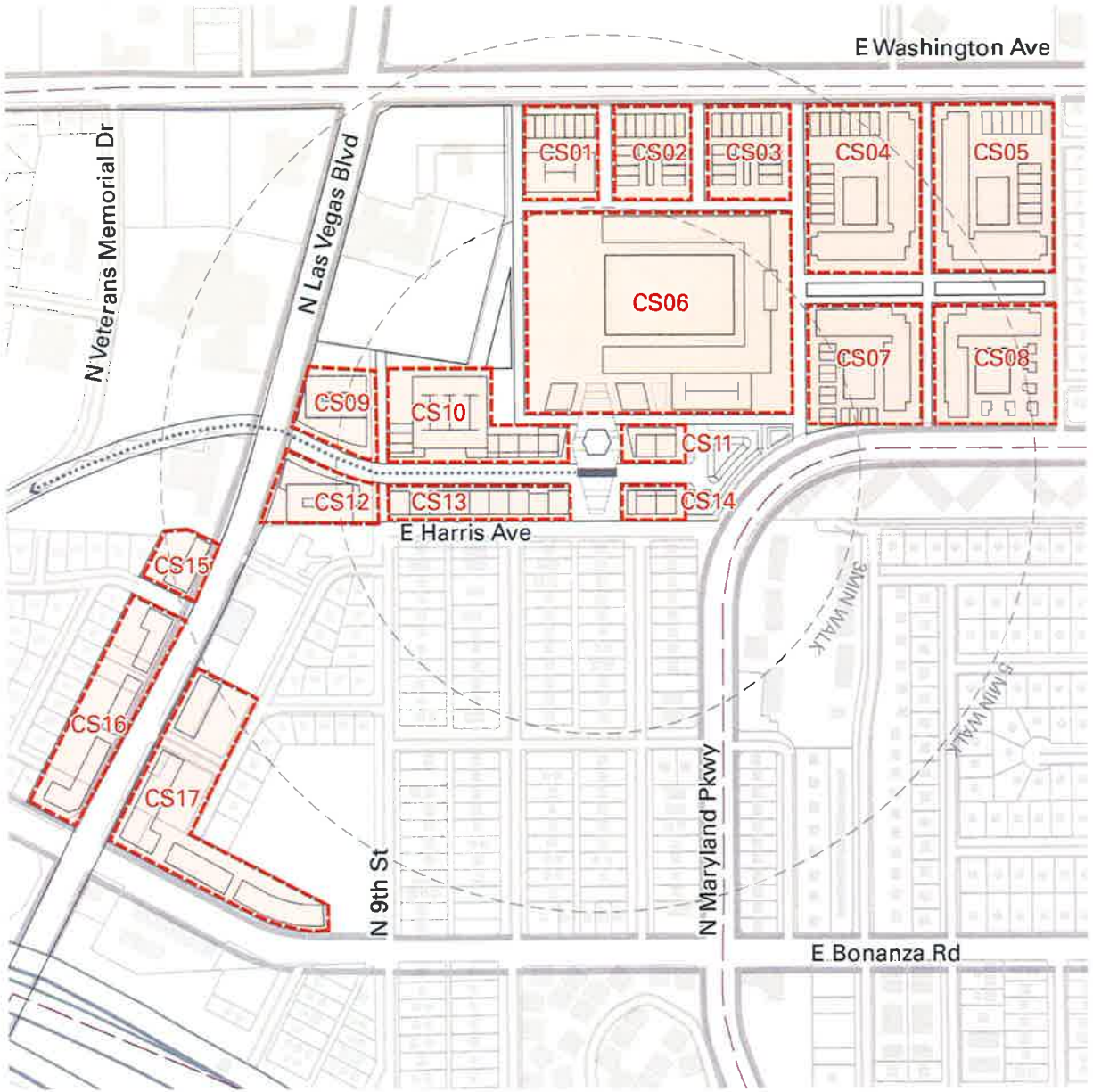

FIG 8.6: CASHMAN DISTRICT DEVELOPMENT YIELDS BY PARCEL

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TABLE 8.1: CASHMAN DISTRICT CONCEPTUAL YIELDS BY PARCEL

PARCEL #	RETAIL	OFFICE	RESIDENTIAL	INSTITUTIONAL	OPEN SPACE	TOTAL BLDG AREA (GSF)
CS01			22,000 Townhomes			22,000
CS02			46,000 Townhomes			46,000
CS03			46,000 Townhomes			46,000
CS04	10,000 café , retail		205,000 Towns, Apts, Condos			215,000
CS05			195,000 Towns, Apts, Condos			195,000
CS06	10,000 café , retail			150,000 soccer stadium	80,000 event space	160,000
CS07			157,000 Duplexes, Apts, Condos			157,000
CS08			129,000 SFR, Apts, Condos			129,000
CS09	10,000 f&b, retail	60,000 creative office				70,000
CS10	10,000 f&b, retail	30,000 creative office				40,000
CS11	10,000 f&b, retail	30,000 creative office				40,000
CS12	10,000 f&b, retail	60,000 creative office				70,000
CS13	25,000 f&b, retail	64,000 creative office				89,000
CS14	12,000 f&b, retail	30,000 creative office				42,000
CS15			24,000 Apartments			24,000
CS16			72000 Apartments			72,000
CS17	5,000 retail	20,000 creative of	108,000 Apartments			133,000
TOTAL GLA	102,000	294,000	1,004,000	(1004 DU) 150,000	80,000	1,550,000

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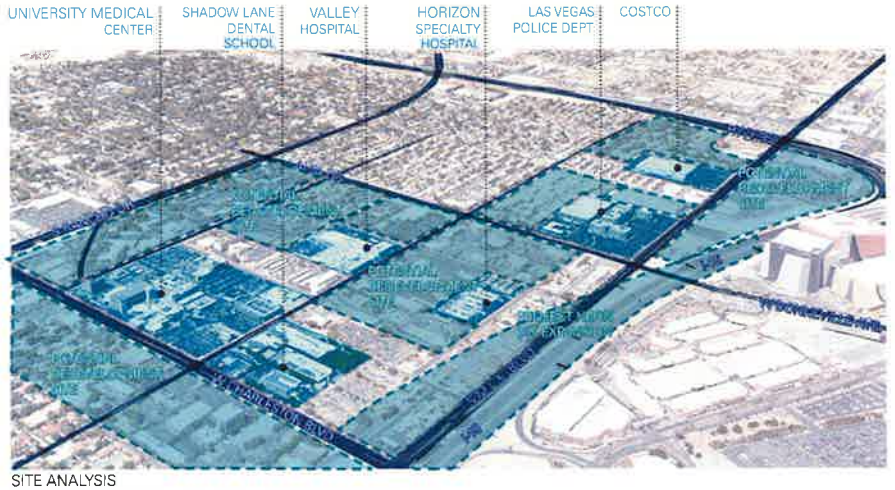
MEDICAL

THE CENTER OF HEALTH, EDUCATION, AND RESEARCH FOR SOUTHERN NEVADA.



SITE ANALYSIS
LOOKING FROM I-15 CHARLESTON INTERCHANGE (*FOR ILLUSTRATIVE PURPOSES ONLY)

With proximity to the core as a significant employment node, the Las Vegas Medical District (LVMD) shows great potentials for driving the medical-oriented economy while complementing other districts of downtown. The Medical District was initially established by the City in 2002 for supporting a health-oriented education and business development. However, limited available land and lack of connections to the core have constrained the district's development.

A particular development of interest is the desire of the UNLV Medical School to locate in the district. In order to augment the potential, the City initiated a masterplanning effort *(LVMD Facilities Master Plan)* for tackling challenges and identifying new opportunities. The Plan envisions the district as the center of clinical care, research, wellness, education and training for Southern Nevada by 2030.

19 million GSF of development are proposed, creating a mixed use, walkable, and healthy neighborhood through several reinvestment strategies, including focusing mixed-use development along major streets, reinforcing green linkages, as well as bringing in a convenient transit line (LRT/BRT).

Expanded transit service and hike and bike trails could better connect the site to the rest of downtown. By creating synergies between key anchor uses, the LVMD Plan aims to bring in a significant economic impact, including bringing in over 20,000 jobs and generating $100 million+ in annual governmental revenue according to projections.

The Downtown Master Plan incorporates the primary development concepts and proposes a mixed-use hub adjacent to the Medical District LRT Station as a highlight catalytic project on site. The new mixed-use hub will focus on providing new spaces for accommodation of medical educational facilities, student housing and amenities. A bike share center with supportive amenities and a neighborhood green with programmed events would also be incorporated within the hub for providing accessible connections and services.

DEVELOPMENT NEEDS

District Land Assembly, Coordinated Infrastructure Investment, Development Standards and Guidelines, Key Partnerships (UNLV Medical School, UMC)

CATALYTIC PROJECTS

Multi-modal Transit (Medical District and UMC Station), UNLV Medical Campus Expansion, Multi-functional Neighborhood Green, Streetscape and Wayfinding, Bike Share

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STRATEGY SUMMARY:

1. **Improve M.L.K Blvd** as a part of Project Neon with enhancement of sidewalks, streetscape amenities, and facilities
2. Bring in the **LRT/BRT transit line** to strengthen the linkages to the Downtown core and surrounding areas
3. Create **a mixed-use hub** for accommodation of the UNLV medical school, amenities as well as a new neighborhood park
4. Create a **drought tolerant greenway network** as connectors in the district that create an appealing and walkable environment
5. Expand **the bike network** and enhance cycling experience thereby encouraging public health
6. Focus on **densifying and supporting uses** in the core area of the district

District Boundary

FIG 8.7: MEDICAL DISTRICT DEVELOPMENT STRATEGY
LOOKING FROM I-15 CHARLESTON INTERCHANGE (FOR ILLUSTRATIVE PURPOSES ONLY)
REFERENCE: *LAS VEGAS MEDICAL DISTRICT FACILITIES MASTER PLAN* (DEC, 2015)

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GATEWAY

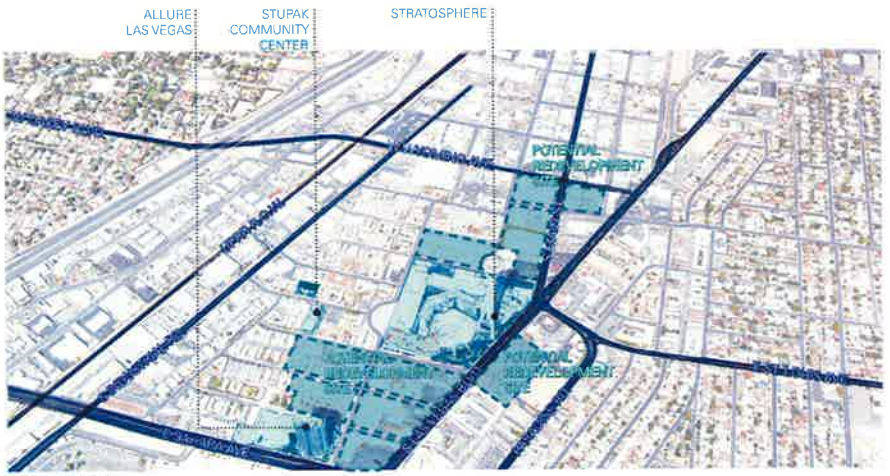
A STABILIZED NEIGHBORHOOD WITH IMPROVED AFFORDABILITY AND SAFETY.

Marked by the land mark Stratosphere Tower, the Gateway District establishes the southern gateway to Downtown. Currently, the district is primarily composed of low-rise multi-family uses. A significant amount of vacant and declined properties surrounding the Stratosphere generally present a negative image of the area and visually disconnect the area from the Strip.

Newly-built high-rise condos such as *Allure Las Vegas* as well as the reopened *SLS Hotel and Casino* at the corners of Las Vegas/Sahara intersection call for a significant design intervention that enhances the overall perception of the area. A circular pedestrian bridge proposed at the intersection could largely resolve the conflicts between pedestrians and other vehicles through grade separation. With the integration of lighting and artwork within the design, the new bridge would act as a gateway into Downtown.

Extending a high-capacity transit line (LRT/BRT) along Las Vegas Boulevard and focusing higher density, transit-oriented development along the corridor could strengthen it as a high activity spine. Upper story office, residential, institutional uses, with ground floor retail and civic spaces would bring in more population to the area and stabilize the neighborhood.

An expansive pedestrian environment would provide residents and visitors access to multiple travel modes, create an attractive outdoor environment, as well as increase safety and reduce blight.



SITE ANALYSIS
LOOKING FROM SAHARA / LAS VEGAS INTERSECTION (*FOR ILLUSTRATIVE PURPOSES ONLY)

DEVELOPMENT NEEDS

Development Standards and Guidelines, Land Bank, Key Partnerships (Mixed-use Developers, Residential Housing Developers)

CATALYTIC PROJECTS

Multi-modal Transit (Gateway District Station, SLS Station), Workforce/Senior Housing, Neighborhood Green, Green Streets and Bike Share, Pedestrian Bridge over Sahara & Las Vegas Blvd Intersection

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FIG 8.8: GATEWAY DISTRICT DEVELOPMENT STRATEGY
LOOKING FROM LAS VEGAS / CARSON INTERSECTION (*FOR ILLUSTRATIVE PURPOSES ONLY)

STRATEGY SUMMARY:

1. **Improve the Downtown Las Vegas signage** & enhance the surrounding landscaping
2. Bring in **LRT/BRT transit lines** linking the Strip, the district and the rest of Downtown
3. Create **a transit plaza** with accessible convenience retail, services and bike share facilities
4. Infill **affordable/workforce/ senior housing products** on vacant and declined properties
5. Expand the **greenway** and **bike network**; extend the **bike/hike trail along the track**
6. Amend local regulations to bring in more **local shops & services** to the existing neighborhood
7. Build a **new pedestrian bridge with pubic art** to create an identifiable Downtown gateway
8. Promote **dense, mixed use development** along Las Vegas Blvd; use towers to strengthen the gateway
9. Provide a **neighborhood park and community garden** converted from vacant property

District Boundary

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DESIGN

A CREATIVE CORRIDOR FOR FILM, FASHION AND DESIGN.

The Design District is characterized by a mix of commercial services, warehousing, storage, and industrial uses, occupying utilitarian buildings concentrated along the Union Pacific Railroad corridor. Currently, the district serves as a significant employment hub, in close proximity to both the Downtown core and the Strip, and with many businesses serving the casino and entertainment industry.

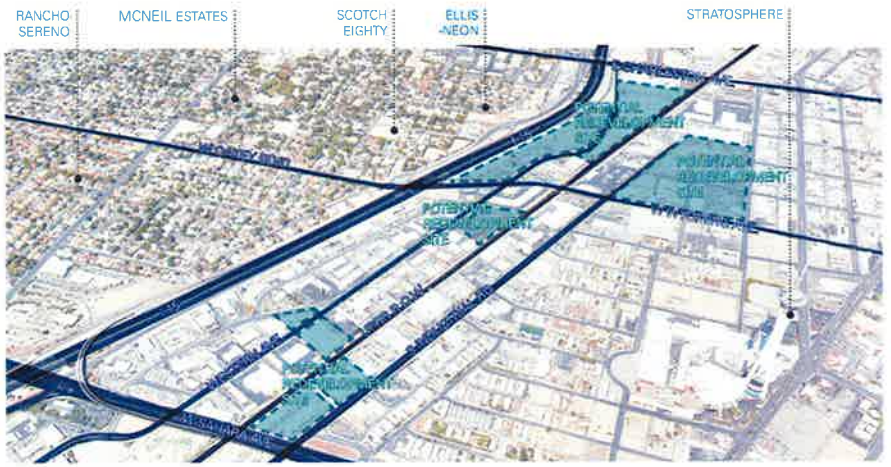
Potential associated strategies for the District could include: Declined warehouses/plants converting for accommodation of filming, fashion, virtual gaming, green tech and other creative-related industries.

Vacant/underutilized properties using as temporary open spaces for outdoor relaxation and social gathering.

Creating a linear park with bike/hike trail converted from the UPRR Railroad ROW, linking the district to the Downtown core and Symphony Park District, providing passive activity spaces for walking, jogging, and biking.

At the east side of the railway, is a transition zone between the Gateway District and the Design District, which has the potential for infill uses such as arts, crafts, and creative light manufacturing, art studios, retail, restaurants, and cafes.

Finally, a center of sustainability could be housed in the design district on the 9-acre state-owned parcel adjacent to Western Ave. This area could have a central plant, recycling and upcycling center, as well as interpretive areas and sustainability education classes.



SITE ANALYSIS
LOOKING FROM SAHARA / INDUSTRIAL INTERSECTION (*FOR ILLUSTRATIVE PURPOSES ONLY)

DEVELOPMENT NEEDS

Development Standards and Guidelines, Land Bank, Key Partnerships (Railroad, Warehouse Owners)

CATALYTIC PROJECTS

Bike/Hike Trail along Railroad ROW, Sustainability Center, Bike Share, Green Streets, Wayfinding System

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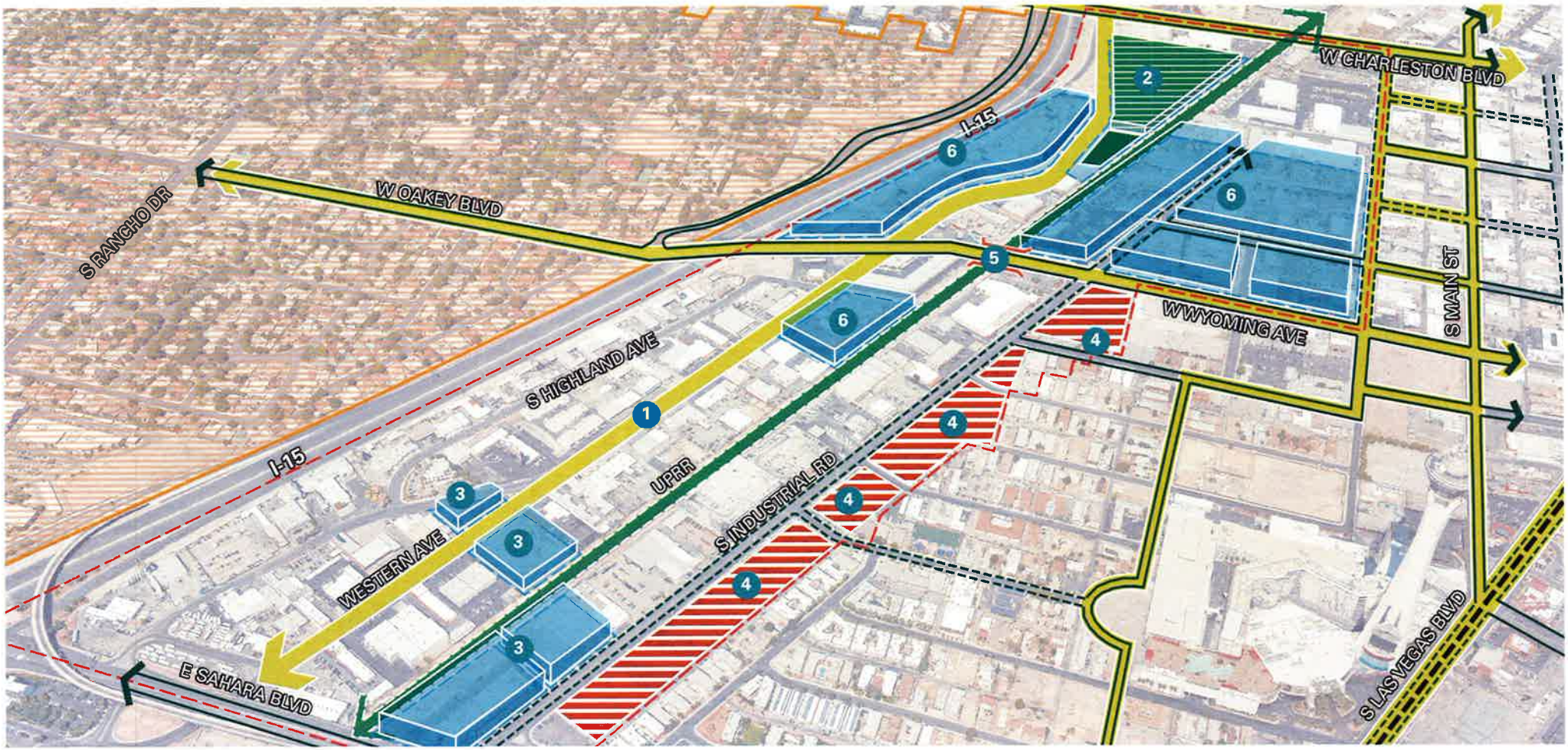

STRATEGY SUMMARY:

1. Expand **the greenway and bike network**; improve the **streetscape**, focusing on tree canopy & wayfinding
2. Build a **Sustainability Center w/ outdoor demonstration area** as a showcase project and central plant for downtown
3. Bring in new **flex offices** on site to increase and diversify employment opportunities
4. Amend local regulations to bring in more retail and amenities like **cafe, restaurants,** and **galleries** to serve employers and surrounding neighborhoods
5. Improve **the railroad crossing** at Wyoming as a new landmark by integrating public art and lighting
6. Reuse plants/warehouses for **filming, fashion**, and **virtual gaming** industries to strengthen the local economy

District Boundary

FIG 8.9: DESIGN DISTRICT DEVELOPMENT STRATEGY

LOOKING FROM SAHARA/INDUSTRIAL INTERCHANGE (*FOR ILLUSTRATIVE PURPOSES ONLY)

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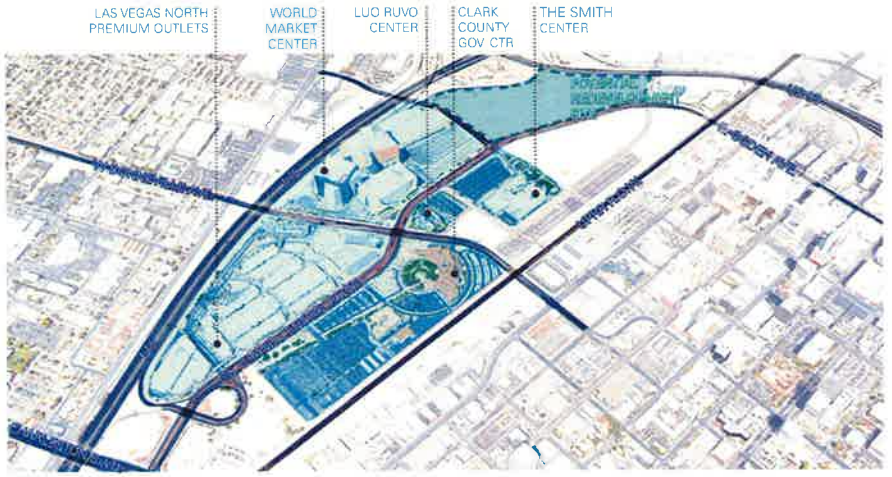
MARKET CORRIDOR

AN EXCITING PLACE FOR SHOPPING AND EVENTS.



SITE ANALYSIS
LOOKING TOWARD WORLD MARKET CENTER (*FOR ILLUSTRATIVE PURPOSES ONLY)

Located west of Symphony Park District and close to I-15 freeway, the Market Corridor District is dominated by large scale users which include the Las Vegas North Premium Outlets and the World Market Center Las Vegas which act as an international shopping hub in Downtown Las Vegas.

The District in its current configuration is almost fully built out, but lacks an appealing pedestrian experience, especially along Grand Central Avenue. Linkages to surrounding areas are also lacking.

Future development offers the opportunity to build potential synergies with Symphony Park. Possible strategies for improving this area could include:

A mixed-use office project developed on the site north of World Market Center adjacent to the Symphony Park BRT Station. This would bring in more employers and daily users to the area, and create synergies with the mixed-use developments in the Symphony Park.

A wayfinding system could improve the visitors' and workers' experience and emphasize the multimodel connections both within and surrounding the area. A transit plaza designed at the intersection of Bonneville and Grand Central Pkwy with crosswalk enhancements and public art installations could become a new landmark and a district gateway.

Other strategies include: improving the pedestrian and bicycle connections between the Market Corridor and Symphony Park as well as the Clark County Government Center. An intense daily /weekly events program in the World Market Center, elimination of large surface parking lots with structured parking.

DEVELOPMENT NEEDS

Development Standards and Guidelines, Key Partnerships (World Market Center, RTC, Mixed-use Developer)

CATALYTIC PROJECTS

Multi-modal Transit (N Premium Outlets LRT Station, Symphony Park Bus Stop), Mixed-use Office Project, Streetscape and Crosswalk Enhancement, Bike Share, Wayfinding System

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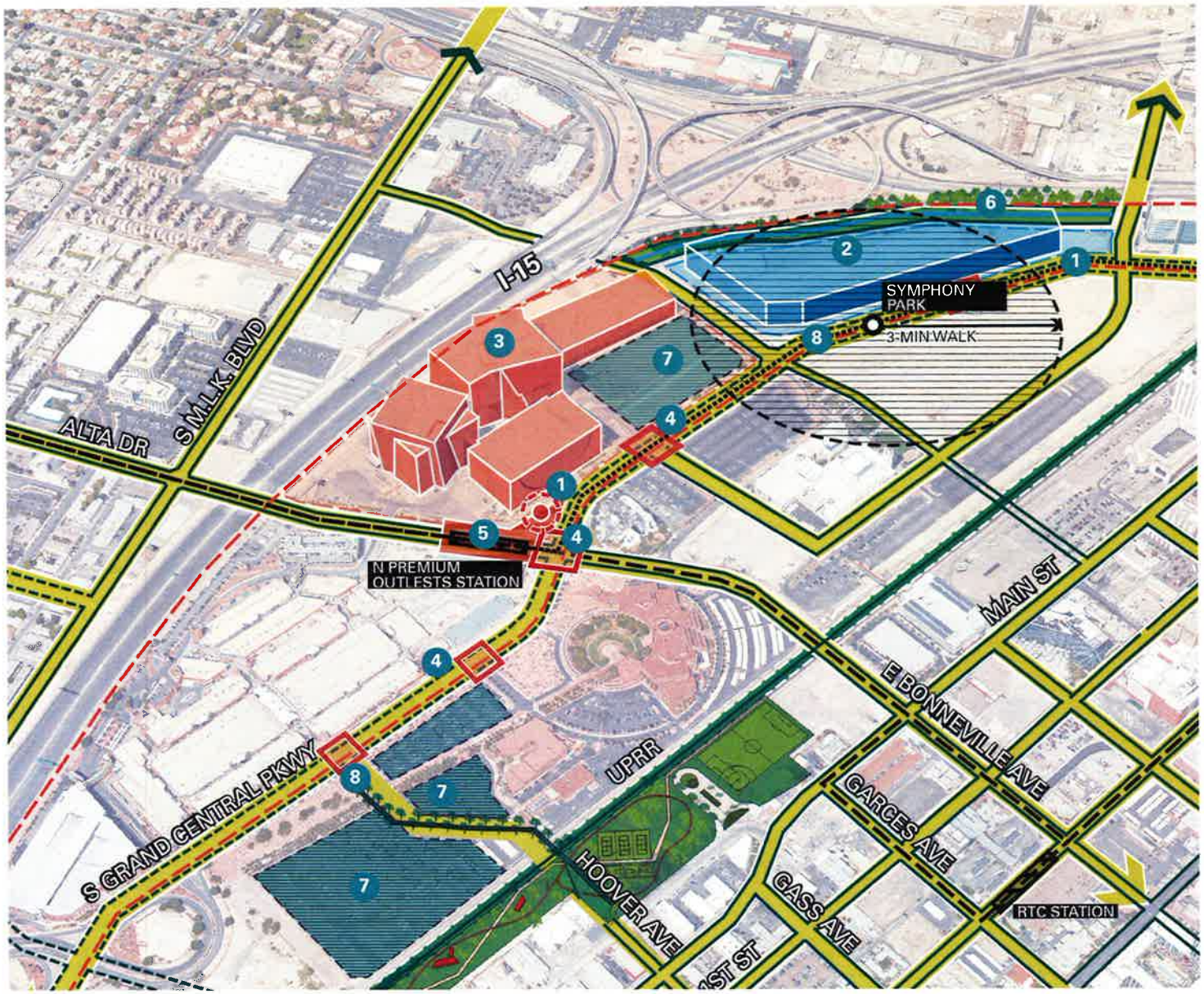

STRATEGY SUMMARY:

1. Bring in **LRT & BRT transit lines** to strengthen the linkages to the rest of Downtown, drawing more visitors and residents to the area
2. Infill a **mixed-use office project** on the potential site north of World Market Center to create synergies with Symphony Park District
3. Program **weekly events, festivals, seminars and exhibitions** to increase use of World Market Center
4. Introduce a **wayfinding** system; add **midblock crosswalks** on the Grand Central Pkwy to improve linkages to the vicinity
5. Build a **transit plaza**; integrate public art & signage to create a new activity hub
6. **Daylight Las Vegas Creek**; implement a **vegetative buffer** along the south-side of I-15 freeway
7. **Eliminate surface parking** and promote **structured parking with PV panels on roof** and ground floor retail
8. Expand the **bike and greenway network**; promote a **bike share program**

District Boundary

FIG 8.10: MARKET CORRIDOR DISTRICT DEVELOPMENT STRATEGY
LOOKING TOWARD WORLD MARKET CENTER (*FOR ILLUSTRATIVE PURPOSES ONLY)

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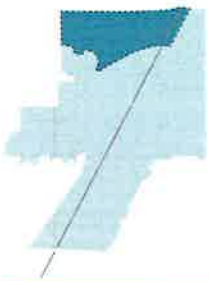

HISTORIC WESTSIDE

A THRIVING NEIGHBORHOOD AUGMENTED WITH MUCH NEEDED SERVICES AND AMENITIES.



SITE ANALYSIS
LOOKING FROM I-15 / US 95 INTERCHANGE (*FOR ILLUSTRATIVE PURPOSES ONLY)

Situated directly northwest of the Downtown core, the Historic Westside District plays a pivotal role in the history of Las Vegas. The first integrated resort & casino - the Moulin Rouge opened in the mid-1950s on Bonanza Rd. Since then, the Historic Westside has witnessed a thriving culture but limited economic growth. At present, the Historic West is still characterized by its rich African-American cultural identity as well as its strong social pride.

Being geographically isolated from Downtown by the interstate freeways (I-15 and US 95); the community has endured several challenges, including: a significant amount of vacant and abandoned properties, deteriorating housing conditions, safety and security issues, a lack of community services and amenities, and declined industrial and commercial zones.

To identify new opportunities and revitalize the historic neighborhood, the City, collaborating with the community, established a community based redevelopment plan - *the Hundred Plan* - as a vital step for the area's future improvement.

The Plan envisions the community as a thriving district through the development of new housing, local businesses, jobs, education, and amenities. The Plan expects to revitalize the area through a series of "big moves" associated with implementable actions and programs.

In support of *the Hundred Plan*, this Downtown Master Plan suggests a number of complementary measures which include: establishing a mixed-use corridor on Washington Blvd along the BRT alignment; locating a vocational school on the historic Moulin Rouge site; amending local regulations to promote mixed-use development in the industrial zones along Bonanza Rd; encouraging contextual neighborhood infill; establishing a healthier park system; expanding a greenway / complete street network; and programming musical and cultural festivals.

The Downtown Master Plan also calls for bringing in new flex office as a catalyst project on the east side of M.L.K Blvd. This could provide much needed space for industrial spin-offs from the Medical District.

DEVELOPMENT NEEDS

Development Standards and Guidelines, Land Bank, Coordinated Infrastructure Investment, Key Partnerships (Las Vegas Historic Preservation Commission, UNLV, RTC, Private Property Owner, Mixed-use Developer, Non Profit & Community Organizations)

CATALYTIC PROJECTS

Moulin Rouge Vocational School, Washington Mixed-use Transit Village, Washington Live Music Festival, D St Underpass Enhancement, Bonanza Office Flex, Neighborhood Green, Downtown Circulator, Bike Share, Streetscape and Wayfinding

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STRATEGY SUMMARY:

1. Enhance the **underpasses** with public art; improve the **D St underpass w/ iconic signage + lighting**
2. Bring in a **BRT line** to serve the neighborhood; expand the **greenway & bike network,** provide multimodal connections
3. Build a **mixed-use transit village** at Washington/F; as a catalyst to trigger the corridor revitalization
4. Preserve the **historic properties** on site; promote **contextual neighborhood infill** to stabilize the community
5. Preserve the **historic Moulin Rouge site**; locate a **vocational school** as part of the site; renovate historic Westside School site
6. Amend local regulations to enable **mixed-use** in industrial zones; bring **flex office** to the industrial zones
7. Encourage a **shared-use** of community facilities on site that serves the surrounding neighborhoods
8. Create a **green buffer** along I-15; enhance existing **parks** in the district; link them with new parks via greenways/bike trails. Establishing a **healthy park system**

District Boundary

FIG 8.11: HISTORIC WESTSIDE DEVELOPMENT STRATEGY
LOOKING TOWARD I-15/US 95 INTERCHANGE
REFERENCE: *THE HUNDRED PLAN FOR THE HISTORIC WESTSIDE COMMUNITY*

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SPHERES OF INFLUENCE

The Plan identifies "spheres of influence," and makes recommendations that provide multimodal mobility options, community-supporting amenities, and places for gathering.

GATEWAYS, CORRIDORS & NEIGHBORHOODS

TYPES OF CORRIDORS

PALETTE OF INTERVENTIONS

STREET SPECIFIC RECOMMENDATIONS

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GATEWAYS, CORRIDORS & NEIGHBORHOODS

The Downtown Las Vegas Vision 2035 Masterplan recognizes sphere of influence areas as integrally linked to downtown, in that many of these areas are residential or commercial areas that support activities of the core and peripheral areas, either by providing workers residences, support industries, or other services that support the downtown. One of the most important ideas brought forth in the planning process was broadening the study area beyond the traditional boundaries drawn up in the Centennial Plan for Downtown in 2000 to include these areas as part of the plan. The objective of the plan is that the core, periphery, and sphere are interconnected and should work as a cohesive system. What benefits the core should also benefit the periphery and sphere, and as such there is a nexus linking neighborhoods and downtown through infrastructure improvements and other investments that provide community benefits within sphere of influence areas.

Each of the sphere areas is comprised of three key elements. They include:

1) a gateway, this is a defined area that creates a physical transition between the lower density, suburban condition on the outside of the sphere, and the inner urban condition that will be served by a higher level of transit, open space and amenity, as well as additional development density. The gateway should mark the entry into the downtown with a higher level of design, a sense of composition and order, as well as general wayfinding to key points of interest.

2) a corridor; this is the area immediately flanking the arterial streets that run through the sphere of influence, connecting to the downtown periphery. This corridor is the means by which movement into and out of downtown will generally occur, and as such should provide an overall positive image of what downtown is all about, as well as give a good indication of what each neighborhood is about beyond.

3) neighborhoods are connected to downtown better if we use the corridors as primary paths of movement as well as sites for important community services that are lacking. It is in the spirit of strengthening each of the three elements- gateway, corridor, and neighborhood, that the sphere of influence area can have a fundamental role in augmenting the overall functionality of the study area.

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FIG 9.1: GATEWAYS, CORRIDORS AND NEIGHBORHOODS

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TYPES OF CORRIDORS

The plan identifies four types of streets as part of the "Spheres of Influence" strategy. We have found that some streets can play multiple roles as they travel through different areas of the City, but for the sake of simplicity, we are focusing on the essential elements of each street in its role serving downtown. It is encouraged that an ongoing dialogue occur as to how to structure further modifications to these streets so that their role is appropriately defined moving forward. Key street types include:

- **Iconic/Ceremonial Streets**- These are streets that provide an important visual and perceptual gateway into the downtown study area, and should be designed and programmed in such a way as to support a processional role. These streets should provide a sense of order, quality, and wayfinding befitting a ceremonial entry into a major city center, while providing an important commercial corridor in the city. Streets of this type include Las Vegas Boulevard and Fremont Street.
- **Multifunctional Streets**- The streets of this type play an important role in providing primary means of movement for many travelling throughout the region. Multiple modes of mobility beyond the automobile should be integrated into its design, as well as playing a dual role as centers of activity for workers, visitors, as well as residents. Important to this type of street is to create activity hubs that support transit usage. Transit stops should be incorporated along these corridors, with (where appropriate) retail conveniences, and bike amenities. Streets of this type include Charleston Blvd, Maryland Parkway, Valley View Blvd, Sahara, Owens, and Eastern Avenue.
- **Community Oriented Streets-** these are the arterial and collector streets that most often run parallel to the downtown core and provide downtown adjacent neighborhood to neighborhood connections. As such, its important to retain the suburban quality of these streets, while providing mobility options to the automobile, with expanded BRT service, wayfinding, bike amenities as well as some additional tree canopy. Streets of this type include Washington Blvd, Martin Luther King Blvd, Bruce St., Oakey Blvd, St. Louis Avenue, S. Rancho Dr., and Alta Dr.



ICONIC/ CEREMONIAL CORRIDORS:
LV BLVD, FREMONT ST



MULTI FUNCTIONAL SPINE: MARYLAND PKWY / CHARLESTON BLVD



COMMUNITY SERVICE CORRIDORS:
MLK BLVD, ALTA DR, WASHINGTON BLVD

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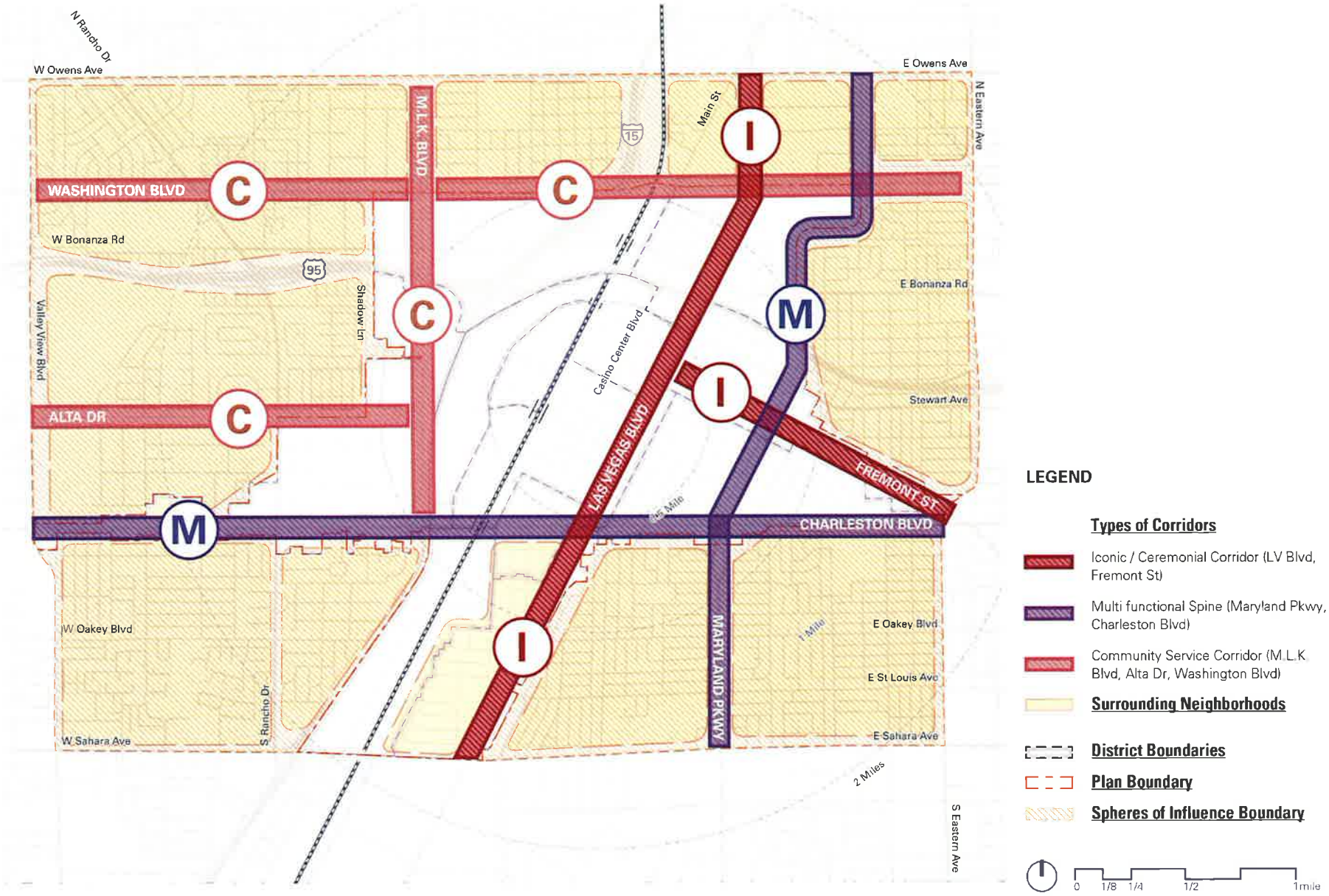

FIG 9.2: TYPES OF CORRIDORS

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PALETTE OF INTERVENTIONS

Analysis of the streets impacted by the "Sphere of influence" strategy indicate that a number of important urban design elements can be incorporated that will change the functionality and perception of each key street for the better. A summary of the interventions and the appropriate applications is provided below. Street – by – Street suggestions for how they might be applied can be found on the following pages.



ICONIC GATEWAY TREATMENT

In a city of signs, it is important to create key moments along major corridors where the view feels as if he or she has "arrived" in downtown. Iconic gateways should bring multiple elements into their design, creating a sense of order, circumstance, and procession. These elements can include a mix of uses clustered around a key intersection, streetscape elements and architecture that collectively form a physical gateway.



SECONDARY GATEWAY

Streets that have a secondary role in need to be understood as key conduits into and out of the downtown. At key entry points, elements such as street furniture, transit infrastructure, and support commercial uses will be important to people moving through the study area.



INFORMATION HUBS

As primary streets become more diverse in terms of the way they function, requiring pedestrian amenities at key points will help to serve the transit dependent and cycling community more effectively. Where appropriate, key intersections should provide basic retail and services such as a sandwich shop, café, Wi-Fi access, and bike services.

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TREE CANOPY

A repetitive element that brings the street together as a unified whole, trees need to be picked carefully to accommodate a desert environment, while providing adequate shade and canopy to have a physical presence in the urban environment.



WAYFINDING

Especially along major corridors that connect through the valley, it is important to provide basic wayfinding to regional destinations, as well as community district wayfinding.



COMM. DISTRICT GATEWAY SIGNAGE

Community oriented streets should provide entry monumentation or another type of gateway signage where appropriate.



BIKE SHARE

Along major streets, couple with bike lanes that make alternative mobility fun and easy; kiosks can designed thematically to amplify the downtown "brand".



TRANSIT STOPS

An appropriate network should cover the study area providing a stop along major regional corridors roughly every ½ mile.



PUBLIC ARTS

Both beautiful and inspirational, public art can convey the greater community's regard for artistic endeavors as well as celebrate its own artists contributions.



POP UP USES

As an interim use, key sites could be used for community oriented uses such as Halloween pumpkin patch, pony ride, market days, swap meets, winter holiday village, etc.



CATALYTIC SITE

A site essential to consider for redevelopment due to the prominence of its location along a major corridor. Uses for consideration should at least in part have a community orientation (such as a community center, community oriented retail, a community park, etc.) to act as a "magnet" of activity for the surrounding neighborhoods.

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S LAS VEGAS BLVD

(SAHARA - CHARLESTON)

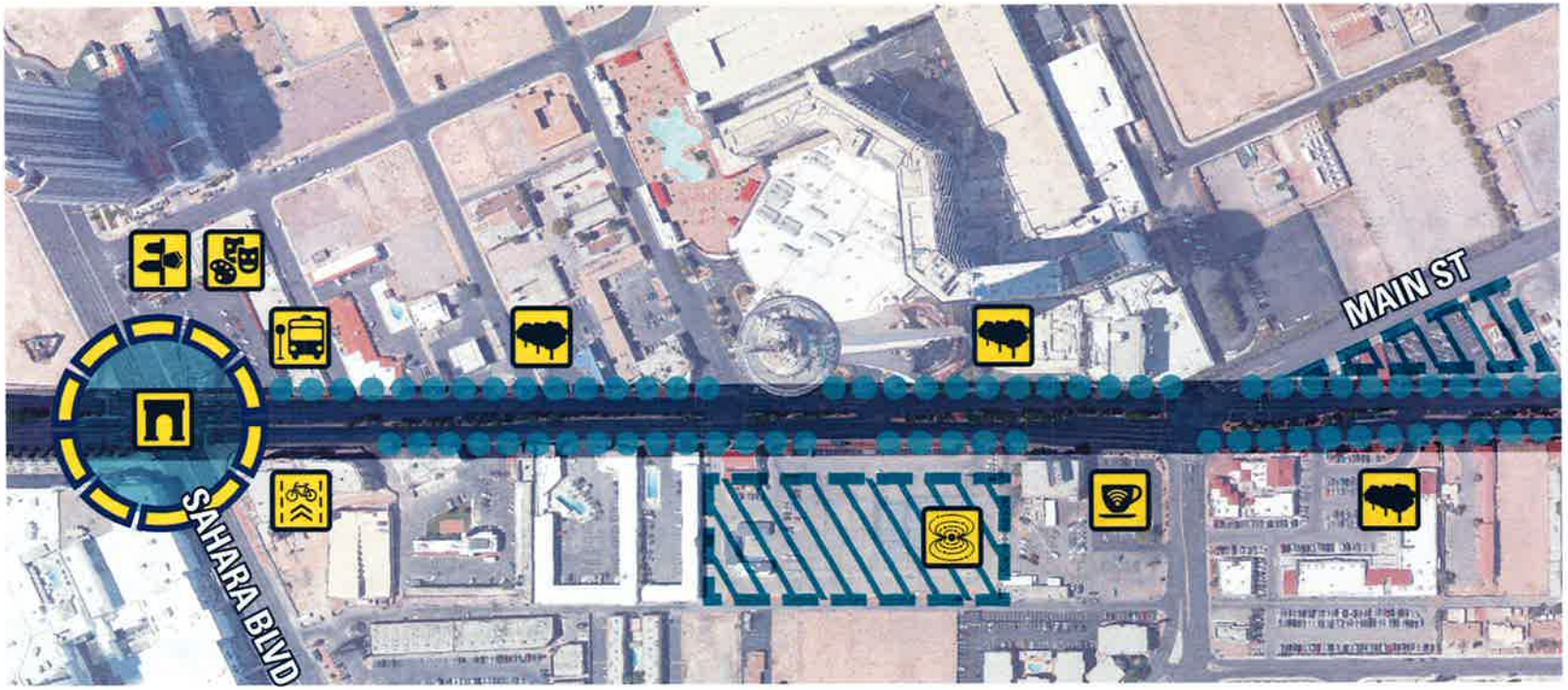

FIG 9.3: S LAS VEGAS BLVD IMPROVEMENT RECOMMENDATIONS

An important regional connector that links downtown to the Strip, this portion of Las Vegas Blvd plays a ceremonial role as the primary gateway to downtown. A major gateway at Sahara with pedestrian amenities and consistent tree canopy are essential elements to improve the initial impression of downtown if traveling north from the Strip.

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PALETTE OF INTERVENTIONS

0 100 200 400ft

- Iconic Gateway Treatment
- Tree Canopy
- Transit Stops
- Community District Gateway
- Public Art
- Catalytic Site
- Secondary Gateway
- Info Hubs
- Wayfinding
- Bike Share
- Pop-up Uses

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N LAS VEGAS BLVD

(OWENS - US 95 HWY)



FIG 9.4: N LAS VEGAS BLVD IMPROVEMENT RECOMMENDATIONS

Traveling south, Las Vegas Blvd currently gives little indication as to its importance as a ceremonial street through downtown.

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PALETTE OF INTERVENTIONS

0 100 200 400ft

- Iconic Gateway Treatment
- Tree Canopy
- Transit Stops
- Community District Gateway
- Public Art
- Catalytic Site
- Secondary Gateway
- Info Hubs
- Wayfinding
- Bike Share
- Pop-up Uses

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FREMONT ST

11TH ST - EASTERN)



FIG 9.5: FREMONT ST IMPROVEMENT RECOMMENDATIONS

Next to Las Vegas Boulevard, Fremont Street is the most important ceremonial processional street in the sphere of influence area. Measures should include increasing visual consistency and quality.

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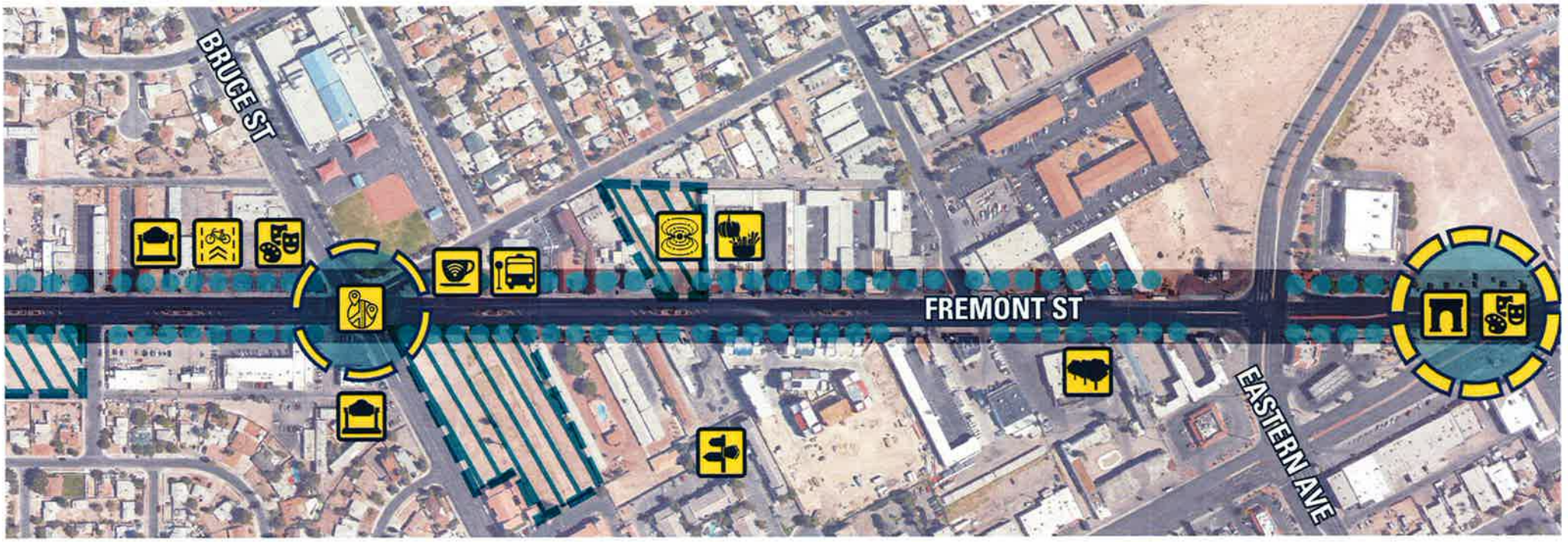

PALETTE OF INTERVENTIONS

0 100 200 400ft

- Iconic Gateway Treatment
- Tree Canopy
- Transit Stops
- Community District Gateway
- Public Art
- Catalytic Site
- Secondary Gateway
- Info Hubs
- Wayfinding
- Bike Share
- Pop-up Uses

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N MARYLAND PKWY

(OWENS - HARRIS)

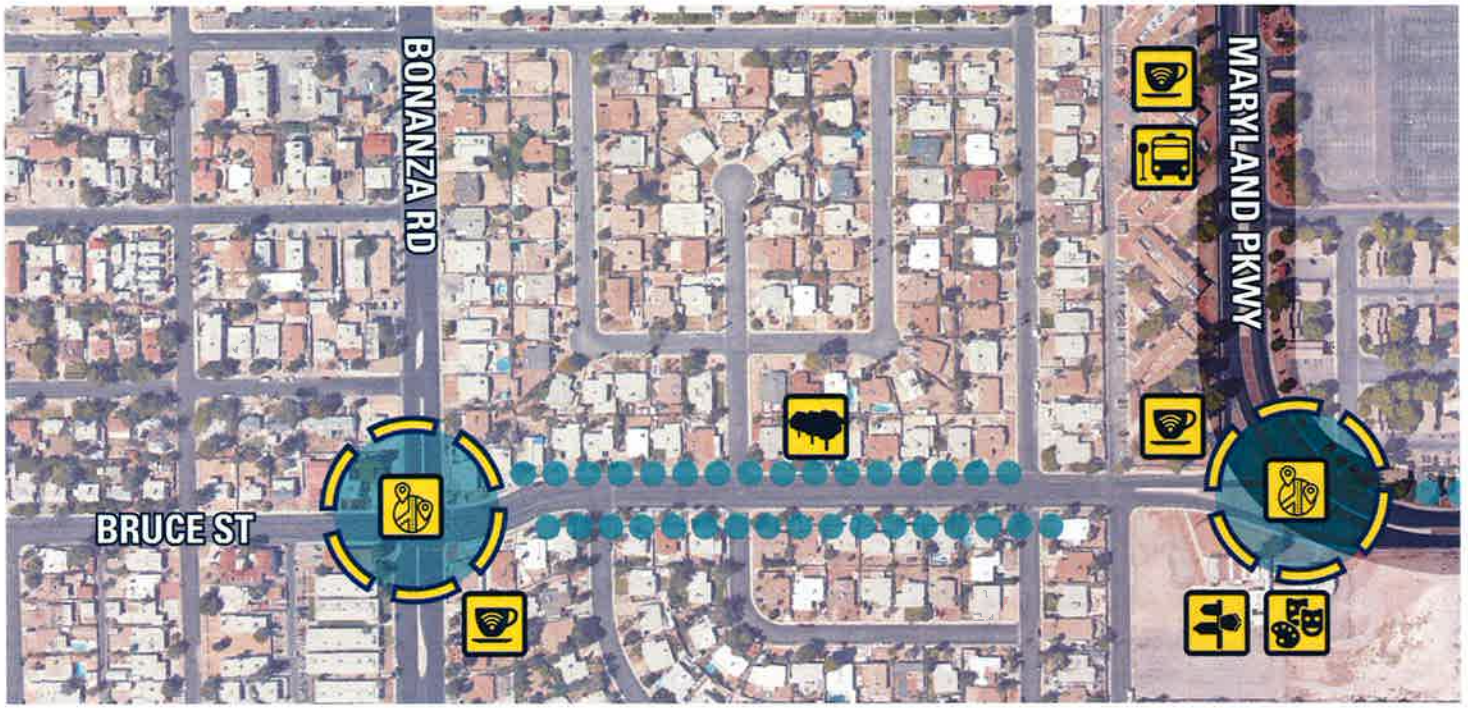

FIG 9.6: N MARYLAND PKWY IMPROVEMENT RECOMMENDATIONS

Maryland Pkwy is an important north/south connector between established neighborhoods that are downtown adjacent. Transit and pedestrian amenities are important additions.

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PALETTE OF INTERVENTIONS

0 100 200 400ft

- Iconic Gateway Treatment
- Tree Canopy
- Transit Stops
- Community District Gateway
- Public Art
- Catalytic Site
- Secondary Gateway
- Info Hubs
- Wayfinding
- Bike Share
- Pop-up Uses

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S MARYLAND PKWY

(SAHARA - CHARLESTON)



FIG 9.7: S MARYLAND PKWY IMPROVEMENT RECOMMENDATIONS

The southern portion of Maryland Pkwy links with Charleston Blvd, the primary multi-functional street running east / west.

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PALETTE OF INTERVENTIONS

0 100 200 400ft

- Iconic Gateway Treatment
- Tree Canopy
- Transit Stops
- Community District Gateway
- Public Art
- Catalytic Site
- Secondary Gateway
- Info Hubs
- Wayfinding
- Bike Share
- Pop-up Uses

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W CHARLESTON BLVD

(VALLEY VIEW - RANCHO DR)



FIG 9.8: W CHARLESTON BLVD IMPROVEMENT RECOMMENDATIONS

Charleston Boulevard will change dramatically with the integration of LRT transit along its length. It is important to accommodate this change with additional amenities that serve the surrounding community.

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PALETTE OF INTERVENTIONS

0 100 200 400ft

- Iconic Gateway Treatment
- Tree Canopy
- Transit Stops
- Community District Gateway
- Public Art
- Catalytic Site
- Secondary Gateway
- Info Hubs
- Wayfinding
- Bike Share
- Pop-up Uses

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E CHARLESTON BLVD

(EASTERN - MARYLAND)



FIG 9.9: E CHARLESTON BLVD IMPROVEMENT RECOMMENDATIONS

The eastern portion of Charleston Blvd acts an important gateway into and out of downtown.

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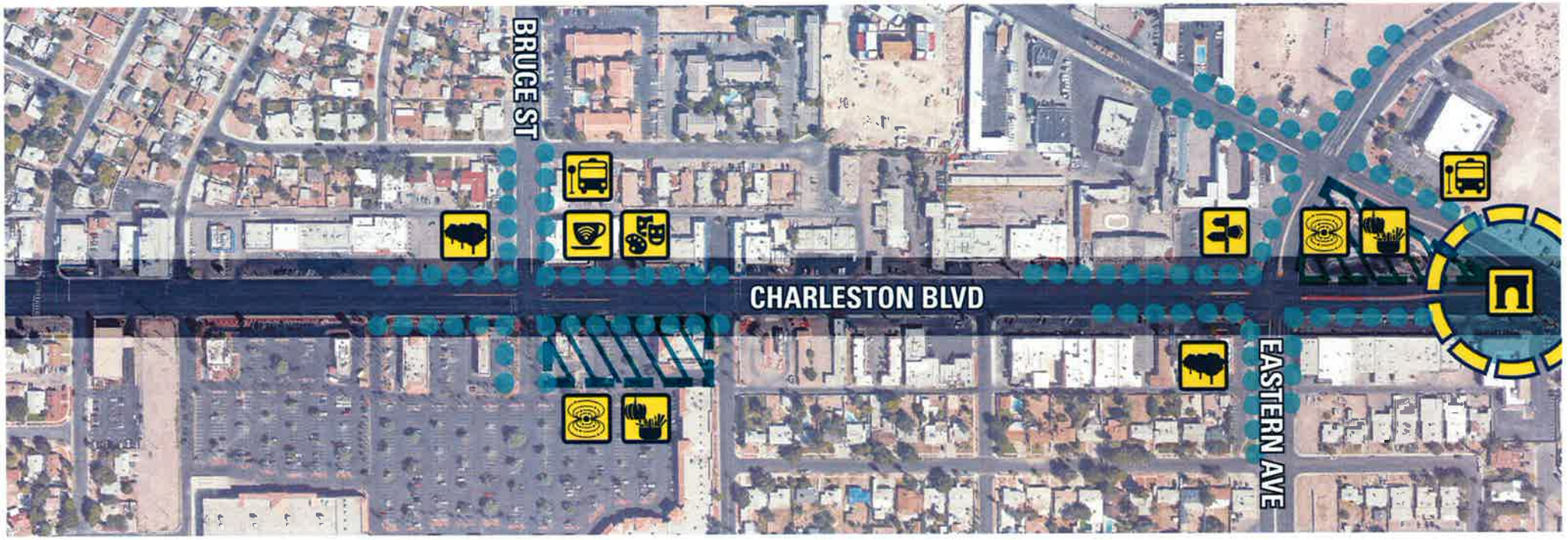

PALETTE OF INTERVENTIONS

0 100 200 400ft

- Iconic Gateway Treatment
- Tree Canopy
- Transit Stops
- Community District Gateway
- Public Art
- Catalytic Site
- Secondary Gateway
- Info Hubs
- Wayfinding
- Bike Share
- Pop-up Uses

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N MARTIN LUTHER KING BLVD

(OWENS - US 95 HWY)



FIG 9.10: N MARTIN LUTHER KING BLVD IMPROVEMENT RECOMMENDATIONS

Martin Luther King Blvd acts as an important north/south connector, the perceptual barrier that US 95 presents should be mitigated with pedestrian amenities and transit services that better connect the Historic Westside to downtown.

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PALETTE OF INTERVENTIONS

0 100 200 400ft

- Iconic Gateway Treatment
- Tree Canopy
- Transit Stops
- Community District Gateway
- Public Art
- Catalytic Site
- Secondary Gateway
- Info Hubs
- Wayfinding
- Bike Share
- Pop-up Uses

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E ALTA DR.

(VALLEY VIEW - RANCHO DR)



FIG 9.11: E ALTA DR IMPROVEMENT RECOMMENDATIONS

Alta Dr provides an important neighborhood connector to downtown traveling east, as well as a link to the spring preserve traveling west. Improving pedestrian and bicycle connections and amenities will support the medical district and surrounding neighborhoods.

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PALETTE OF INTERVENTIONS

0 100 200 400ft

- Iconic Gateway Treatment
- Tree Canopy
- Transit Stops
- Community District Gateway
- Public Art
- Catalytic Site
- Secondary Gateway
- Info Hubs
- Wayfinding
- Bike Share
- Pop-up Uses

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E WASHINGTON AVE

(MARYLAND - EASTERN)

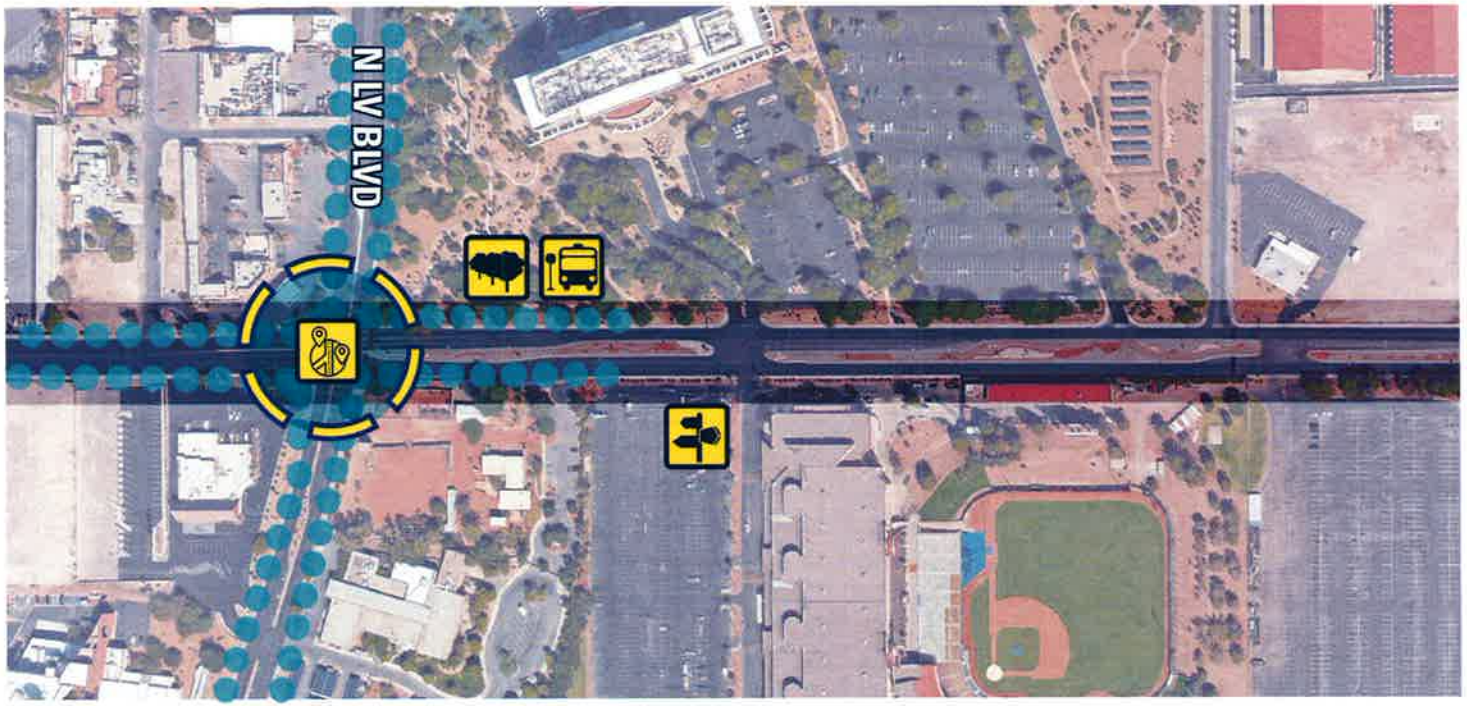

FIG 9.12: E WASHINGTON AVE IMPROVEMENT RECOMMENDATIONS

Washington Ave will increase its role as an east/west transit corridor, especially as the Cashman District is developed. N Las Vegas Blvd and Eastern Ave are especially important north/south mobility corridors into downtown.

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PALETTE OF INTERVENTIONS

0 100 200 400ft

- Iconic Gateway Treatment
- Tree Canopy
- Transit Stops
- Community District Gateway
- Public Art
- Catalytic Site
- Secondary Gateway
- Info Hubs
- Wayfinding
- Bike Share
- Pop-up Uses

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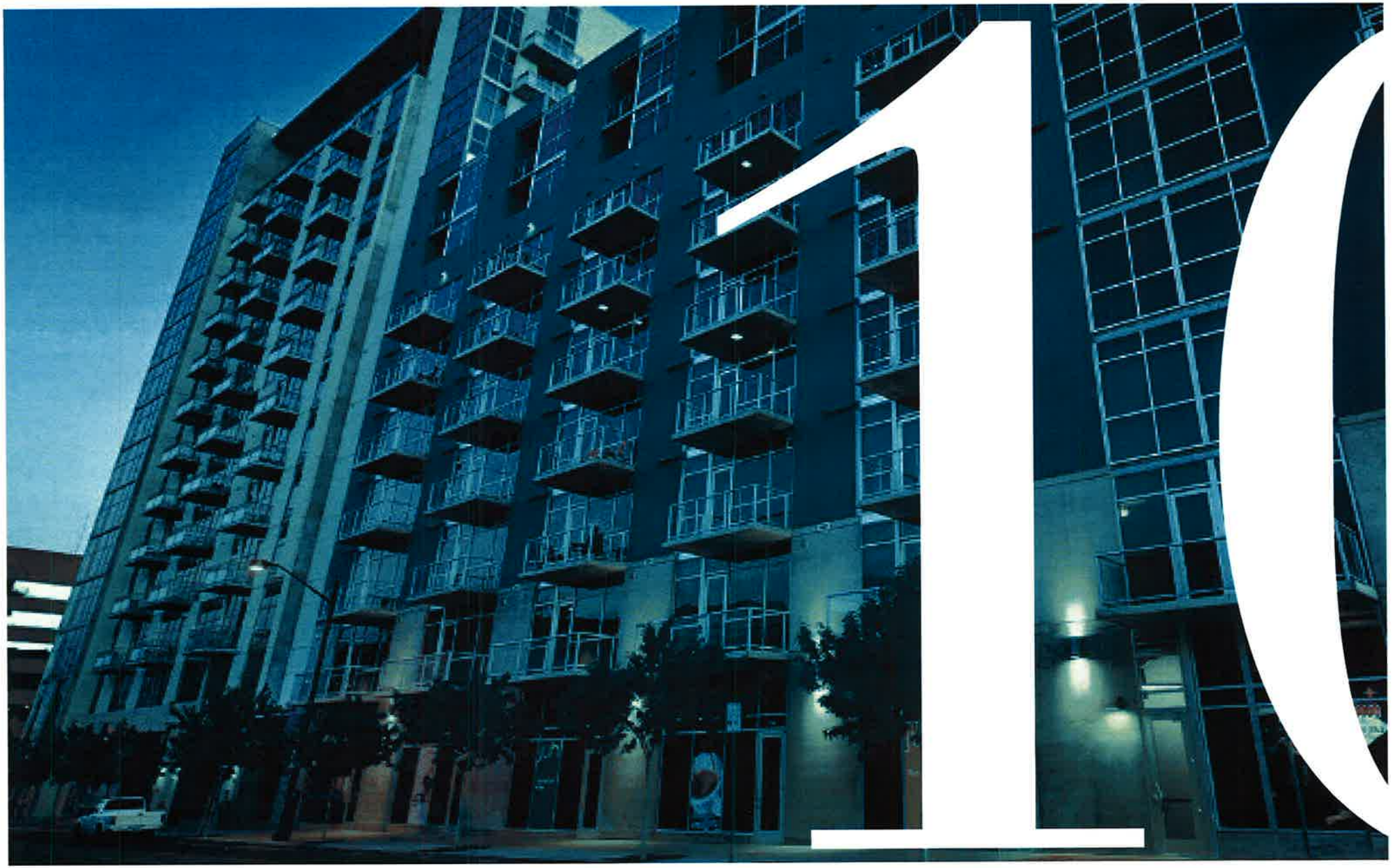

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LAND USE & COMMUNITY DEVELOPMENT IMPLEMENTATION

This section identifies the key measures, focused on plan implementation, that should be undertaken immediately by city leaders.

STRATEGY OVERVIEW

STRATEGIC PRIORITIES

PROGRAMS & INCENTIVES

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STRATEGY OVERVIEW

Downtown's success depends on overcoming barriers to redevelopment and community advancement, including the removal of administrative hurdles. In particular, the existing land use regulatory environment for Downtown is complex and unpredictable; the discretionary review process leads to unpredictable results and deters investors, while a lack of regulatory controls provides little leverage for the City to direct wanted development toward priority locations and to incentivize community benefits. To achieve the vision established by the Master Plan, it is critical that the City reform the regulatory framework and otherwise incentivize redevelopment. Most importantly, it must attract new growth and investment while reinforcing the organizing concepts of the Master Plan, namely to define and strengthen the unique qualities associated with each of Downtown's districts, and target development for strategically located transit hubs as a strategy to create more compact and connected places.

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TABLE 10.1: KEY IMPLEMENTATION ACTIONS FOR LAND USE AND COMMUNITY DEVELOPMENT

1. Adopt a **form-based Code** that offers procedural clarity and implements the Master Plan through place-based standards.
2. Introduce **zoning incentives** that direct development toward targeted areas, conserve neighborhoods, protect historic resources, encourage favored development types, and deliver community benefits.
3. Provide **expedited approvals** especially for priority redevelopment projects, including procedures for administrative review, timely issuance of building permits, and dedicated staff.
4. Initiate a program of **land assembly to facilitate development** of priority sites and catalytic projects, and establish criteria for disposition of that land for redevelopment purposes.
5. Offer a package of **housing development incentives**, in particular to encourage density near major transit stops, potentially including property assembly, streamlined approvals, infrastructure financing, and incentive zoning.
6. Identify appropriate sites and incentives for **special needs housing**, and engage potential development partners, especially to bring affordable student housing to Downtown.
7. Establish a **Community Benefits Program** that awards development allowances based on the provision of community benefits, such as the provision of affordable housing, accessible open space, community facilities, and public realm improvements.
8. Coordinate with the proposed Downtown BID to provide "**Clean and Safe Services**" to include ambassadors that afford enhanced security, visitor services, and direct street populations to available social services.
9. Prepare **public realm design guidelines** to include a palette of design elements that promote the Downtown brand and complement each District's unique identity
10. Implement a **wayfinding and signage system** for Downtown, including adoption of guidelines for design and installation.
11. Launch **property improvement programs** that offer financial and technical assistance for residential and commercial building improvement and property code compliance.
12. Conduct a comprehensive **historic resources inventory** for Downtown, including sites, buildings and structures, and signage, and promote official designation based on approved criteria.

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STRATEGIC PRIORITIES

Local government initiatives are critical and encompass: 1) reform of the land use regulatory process; 2) incentivized development of priority sites and aggressive pursuit of catalytic projects; 3) delivery of urban services and amenities through community partnerships; and 4) enhancement of the Downtown environment through public realm and private property improvement programs. In general, public investment and incentives that stimulate redevelopment and housing production should be concentrated on identified transit hubs, initially focusing on the Downtown core and later extending into peripheral districts.

1. LAND USE REGULATION

- **Procedural Clarity:** Downtown requires a regulatory framework with clear standards and more predictable outcomes; the overlapping layers of regulation, inadequate and inappropriate development standards, and transactional approval process associated with the current regulatory structure are a barrier to development and incompatible with the Master Plan's goals and policies. Adoption of a comprehensive Zoning Code that employs form-based standards aligned with the Master Plan is one of the most important steps that the City can take toward implementation.
- **Place-Based Standards:** An update of Downtown's development regulations is essential, emphasizing place-based standards. Especially effective are form-based regulations that focus on place-making, encourage walkable, urban environments, and support development of mixed-use transit hubs. By fashioning regulations to the character of a specific location, form-based regulations are capable of reinforcing the identity and implementing the long-term vision for each of Downtown's districts and neighborhoods, including preservation and conservation of existing neighborhoods and historic resources.
- **Expedited Approvals:** Another necessary step in regulatory reform is to reduce the time for entitlement review and project permitting, delivering a streamlined process that will help attract and incentivize development that is consistent with the Master Plan. It is especially important to move non-controversial and targeted development projects more rapidly through the entitlement and permitting process, favoring administrative review and approval.

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2. REDEVELOPMENT SITES

- **Redevelopment Priority**: Successful redevelopment of Downtown depends on a phased approach; therefore, significant public investment should concentrate on priority redevelopment sites, with the intent of stimulating sustainable private investment. This initially requires infrastructure investment and incentives that promote infill development and redevelopment of underutilized properties located in proximity to planned transit stops, especially within the Downtown core. Moreover, programs and incentives that stimulate construction of urban housing on priority sites, and help make neighborhood amenities and services more financially feasible are of high importance.

- **Catalytic Projects:** The Master Plan identifies certain projects as critical to Downtown redevelopment, encompassing: infrastructure investment, primarily comprised of key transit improvements; institutional facilities, including various cultural and educational resources and amenities; and commercial endeavors, often focused on economic diversification while also strengthening the tourism sector. In addition to local government incentives, these projects will require active collaboration in the form of intergovernmental cooperation and public-private partnerships, and may initially entail essential transportation infrastructure and select demonstration projects.

- **Housing Production:** Under the preferred development scenario a majority of the proposed development is residential. Therefore, a strategic priority is to facilitate Downtown housing production, with an emphasis on mid-rise urban housing and vertical mixed-use development directed toward strategic infill and priority redevelopment sites. In addition to market-rate housing, incentives should facilitate production of quality multi-family rental housing to improve market affordability, and encourage special needs housing for seniors and students.

- **Incentivized Development:** An aggressive range of public programs and incentives, and financing creativity is required to stimulate private sector investment, facilitate redevelopment of priority sites, and realize catalytic projects. Key measures to accelerate land development include: land acquisition, assembly, and conveyance; streamlined approval processes and incentive zoning; infrastructure cost-sharing, financing and development; and financial incentives such as fee waivers and property tax abatement. Land cost and assembly present a major barrier to private investment; therefore, the public sector should actively engage in the acquisition of key parcels, and otherwise leverage property under public ownership as a spur to redevelopment.

3. COMMUNITY DEVELOPMENT

- **Comprehensive Services:** Downtown's livability is dependent on expanding community resources, including the provision of comprehensive services that address the civic, social service, healthcare, educational, and recreational needs of the community. The active involvement of public, private, and non-profit sectors will be required to meet even the most pressing needs, with priority given to closing the service gaps for underserved Downtown populations, including the homeless.

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- **Expanded Facilities:** The construction, expansion, and improvement of community facilities is a costly but essential component of Downtown livability; therefore, it is recommended that projects are prioritized to fill service gaps, especially for underserved populations, and coordinated with redevelopment projects to address population increase. Shared use of civic, educational, and non-profit facilities is another appropriate strategy for Downtown.
- **Neighborhood Amenities:** Day-to-day services and urban amenities are instrumental in attracting Downtown residents; access to convenience shopping is especially important. In conjunction with housing development within mixed-use transit nodes, local government should employ incentives to achieve integration of desired neighborhood services and amenities; zoning incentives, community benefits provisions, and joint development ventures are among the means to augment market forces.
- **Community Partnerships:** Facing limited resources, it is recommended that local government obtain and coordinate with the private and non-profit sectors in the provision of community services and facilities for Downtown. Available public sector funding should be amplified with private and non-profit sector participation in the development and operations of community facilities, pursued through such measures as shared facility use, a community benefits program, or other forms of public-private agreement, as well as BID services, corporate partnerships, and philanthropic funding.

4. DOWNTOWN ENHANCEMENT

- **Public Realm Design:** Place-making is a fundamental goal for Downtown, and key to attracting new residents and businesses that are in search of a vibrant and appealing urban environment. To enrich the visual quality of Downtown and its districts, a coordinated program of public realm improvements is recommended, encompassing: gateway, streetscape, and public space enhancements; a comprehensive public wayfinding and signage system; and a public art program.
- **Community Reinvestment:** Property improvement programs provide visual evidence of Downtown's resurgence, and should receive local government investment and support. Measures include financial and technical assistance for façade improvement, property and building code compliance, and adaptive reuse. Clearance of blighted properties that pose a special nuisance may also be warranted if the community would be better served through land banking or accommodation of an interim use until redevelopment is ready to proceed.
- **Neighborhood Improvement & Conservation:** Downtown will profit from a coordinated strategy of improvement and conservation of peripheral residential neighborhoods. Local government should encourage rehabilitation and repair of single family homes and multi-family dwellings, coupled with infill development to stabilize declining residential areas. Mature residential neighborhoods will benefit from zoning standards and code enforcement that protect them from commercial encroachment, incompatible development, and the resultant decline.

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- **Historic Preservation:** Measures that maintain Downtown's unique history and culture are strongly recommended, including identification, preservation and reuse of historic sites, buildings and structures, and signage. It is important that local government provide the regulatory structure and financial incentives to facilitate preservation and adaptive reuse of non-residential buildings and signage that feature historic qualities, and support restoration and retention of historic residences, including potential designation of historic residential districts.

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PROGRAMS & INCENTIVES

Although some of these initiatives are endeavors that will extend over the life of the Master Plan, and may take a number years to come to fruition, others are recommended for the near-term, most significantly, adoption of a Downtown Zoning Code and associated regulatory reforms. With this in mind, local government should take a layered approach to programs and incentives that encourage land development and redevelopment. In other words, some programs and incentives will necessarily be made available throughout the Downtown area; many inducements should initially concentrate on housing production and priority redevelopment sites, monitored and expanded based on their success.

1 | LAND USE REGULATION





COMPREHENSIVE ZONING CODE :

Adoption of a comprehensive zoning code ("Code") applicable to properties located within the boundaries of the Master Plan is an especially important and decisive action. A comprehensive Downtown Code will provide all necessary and relevant development standards and procedures in a single document, thereby offering procedural clarity and directly supporting implementation of the Master Plan. Its scope should incorporate processes and procedures to streamline approvals and incentivize development.

DOWNTOWN ZONING DESIGNATIONS:

A successful Code will establish zoning designations that are specific to Downtown. The number and delineation of zones should be determined based on existing context and envisioned character, with development standards tailored to reflect desired outcomes for each zone. Form-based standards are especially effective in ensuring appropriate scale and massing, and in establishing the desired relationship between public and private realms.

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FORM-BASED STANDARDS:

Form-based standards are recommended as most appropriate for achieving the desired built form, and delivering the types of buildings and places that are favored by the community. Key components include building and frontage standards that regulate building placement, massing, and orientation in relationship to public space, coupled with simplified land use regulations. Of note, form-based coding presents clear standards that lead to more predictable outcomes for both the project proponent and the community, resulting in a more efficient and timely entitlement process.



FAST-TRACK PERMITTING & FEE WAIVERS :

The City should establish processes and procedures to expedite non-controversial and targeted development projects, offering faster land use entitlement review and approval, as well as timely issuance of building permits. Specific measures include greater reliance on administrative level approvals, and staff devoted to coordinating and processing Downtown development projects. Fee waivers may also be applied in conjunction with a fast-track permitting process, covering development review and building permit fees, as well as development impact fees.



ADMINISTRATIVE REVIEW:

The Code should establish procedures for administrative level approval. In addition to "by-right" approvals, procedures may provide for administrative review of minor deviations from development standards to build efficiency and flexibility into the Code, as well as additional development allowances that incentivize targeted development and compensate for the provision of community benefits.



ASSIGNED STAFF:

Designated personnel are recommended to coordinate implementation efforts, especially to guide Downtown development projects through the land use entitlement and permitting process. The main intent is to offer project proponents a single point-of-contact to help coordinate public approvals and track permitting, thereby minimizing confusion and delay.

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2 | REDEVELOPMENT PRIORITY



LAND ACQUISITION :

It is advised that the Redevelopment Agency take action to acquire, clear and convey vacant and underutilized property; in particular, to facilitate projects on priority redevelopment sites. The intent is to aggregate such parcels for more productive use through land purchase and exchange. Should land cost and assembly remain a major barrier to development, the Redevelopment Agency may wish to revisit standing policy by enacting the use of eminent domain for catalytic projects, particularly those that involve a significant public use component.



LAND UTILIZATION / LAND BANKING:

The Redevelopment Agency should maintain an inventory of land under public ownership and establish criteria for the disposition of that land for redevelopment purposes. The intent is to ensure that development proceeds in accordance with planning priorities and provides desired benefits to the community, such as services and amenities, and infrastructure upgrades. More efficient land utilization may also be engendered through Land Value Taxation (LVT) as a specialized form of property tax that is intended to discourage land speculation, as well as a Parking Site Tax applied to nonresidential parking lots that may also be used to fund transportation and transit projects.



DISPOSITION & DEVELOPMENT AGREEMENTS:

The Redevelopment Agency should facilitate the transfer of land under public ownership as a financial incentive to business operators, investors, and developers, especially for projects that redevelop priority sites, and advance the goals and policies of the Master Plan. This may be accomplished through land and zoning agreements that involve land or lease write-downs to make development of property more feasible. For example, the Redevelopment Agency offers publicly owned land at lower than market value, and may impose certain restrictions on development; restrictions may include site specific land use and design criteria, and the delivery of community benefits.

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INCENTIVE ZONING:

To promote desired land use patterns and deliver community benefits, the use of incentive zoning is advised. In particular, form-based coding should incorporate incentives that direct development toward targeted areas, conserve neighborhoods, protect historic resources, encourage favored development types, and provide community benefits such as urban amenities and public space. Zoning incentives must be carefully crafted to achieve the goals and policies of the Master Plan, while providing an economic inducement; they may include a streamlined entitlement process, density bonus, transfer of development rights, and/or modified development standards.



HOUSING INCENTIVES:

A local government strategy for stimulating redevelopment of priority sites must include an incentives package aimed at multi-family housing development. In addition to incentives for land development such as property assembly, streamlined approval processes, and infrastructure financing and development, the application of incentive zoning should encourage residential density near major transit stops, and support the production and maintenance of quality affordable housing. Programs and incentives that attract full-time residents should also be employed, such as loan programs for first time homeowners and rental allowances.



SPECIAL NEEDS HOUSING SITES:

The City should engage non-profits (e.g., Community Development Corporations), private investors and real estate interests, and other development partners to identify properties and incentives suitable for the development of special needs housing, potentially involving rehabilitation and reuse of existing buildings such as vacant motels. In particular, it is recommended that local government work with private developers and UNLV to bring affordable off-campus and student housing options to Downtown as a way of generating activity, and expanding the available pool of entry-level and skilled labor.

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3 | COMMUNITY DEVELOPMENT



COMMUNITY BENEFITS PROGRAM

A program of this kind awards a project additional development allowances such as a density bonus, in exchange for the provision of community benefits, potentially encompassing the provision of affordable housing, accessible open space, community facilities, and public realm improvements. The intent is to provide for the delivery of neighborhood improvements in conjunction with preferred development projects. It is important that the City define and prioritize the desired community benefits, and establish a nexus with the available developer incentives.



SHARED USE AGREEMENTS:

To maximize public investment and extend access to community services, it is recommended that local government coordinate joint use of Downtown civic, cultural, and educational facilities, in particular, the use of school recreational facilities by the wider community. Typically, this will entail a formal shared use agreement with the local school district or other entity to establish the terms and conditions of reciprocal use of the property, including funding of operations and maintenance.



NON-PROFIT INITIATIVES:

Community and faith-based non-profit organizations are valuable partners in community development; their activities often encompass the provision of social services and capacity building, as well real estate and local business development. It is important that the public sector support non-profit programs and initiatives that advance the community, offering organizational and financial aid (e.g., grants, loans, and tax advantages) based on clearly defined criteria, especially for those initiatives that close service gaps, boost educational resources, and build quality affordable and special needs housing.

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CORPORATE SPONSORS / PHILANTHROPY:

The public sector should play a role in bringing together non-profit service providers, philanthropic organizations and business partners, for example, by facilitating sponsorship networks. Attracting business as a resource for community-based non-profit and philanthropic activities is a potential "win-win" that helps non-profits achieve their mission, while businesses enhance their marketing presence and display "good corporate citizenship."



BID SERVICES:

The proposed Downtown-wide BID should play an especially active role in delivering services that promote public safety and security, including help with addressing the challenges facing street populations. A key recommendation is the funding of Clean and Safe Services; under this initiative "Safety and Hospitality Ambassadors" patrol Downtown streets to enhance security, provide visitor services, and direct homeless and transient individuals to available social services.



NEIGHBORHOOD ASSOCIATIONS:

The City should assist Downtown's various neighborhood associations with efforts to improve their immediate living environments. This may encompass active engagement in community policing and code enforcement, and sponsorship of such activities as neighborhood clean-ups or other local events. As Downtown develops and builds denser, urban neighborhoods, the City may provide organizational assistance with the formation of new neighborhood associations.

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4 | DOWNTOWN ENHANCEMENT



PUBLIC REALM IMPROVEMENT PROGRAM:

Downtown requires a directed program of public realm improvements, coordinated by the City and normally proceeding in conjunction with infrastructure and major redevelopment projects to ensure proper funding and implementation. Public realm design guidelines are essential, featuring a well-considered palette of design elements that promote the Downtown brand and complement each district's unique identity, addressing gateways, streetscapes, and public space. A program and guidelines for the funding and installation of public art in the Downtown are also recommended.



WAYFINDING & SIGNAGE SYSTEM:

A comprehensive wayfinding and public signage system is a priority for Downtown enhancement and public realm improvement, facilitating visitor orientation and exploration, and reinforcing the area's branding and district identity. The City should lead implementation of the wayfinding and public signage system, coordinating with potential funding partners, including business interests and the proposed Downtown BID. As with other public realm improvements, guidelines for design and installation are a fundamental requirement.



CODE ENFORCEMENT:

Active public sector enforcement of building, zoning, and housing codes is recommended to combat commercial blight and neighborhood deterioration by maintaining adherence to minimum standards of health, safety, and maintenance. Specific measures include survey and identification of target areas, assigned code enforcement officers, case tracking, and informational meetings with business and property owners regarding code enforcement activities and available property improvement programs.



COMMERCIAL PROPERTY IMPROVEMENT PROGRAMS:

Property improvement programs that encourage participation by local and small business are recommended as part of a revitalization strategy for Downtown's commercial districts and corridors, addressing building façade and storefront improvements, and assisting with property code compliance and adaptive reuse. Financial assistance in the form matching funds, grants and low-interest loans, as well as technical and design advisory services may be provided by local government with potential contributions by a Business Improvement District.

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RESIDENTIAL PROPERTY IMPROVEMENT PROGRAMS:

Property improvement programs that encourage home repair and improvement, as well as the repositioning and rehabilitation of multi-family complexes, are recommended to help stabilize Downtown's declining peripheral neighborhoods. Local government should also explore opportunities to support Community Development Corporations (CDC's) in undertaking residential improvement, particularly in the provision of housing for special needs populations such as seniors and disadvantaged veterans. Tax abatement, grants and low-interest loans are among the financial incentives typically utilized for residential property improvement.



BLIGHT CLEARANCE:

The Redevelopment Agency should consider initiating removal and replacement of blighted commercial and residential buildings that pose a nuisance to the Downtown community, for example, through property purchase or directly working with private property owners. Blight clearance needs to coincide with measures to make vacant and underutilized properties available for productive interim use.



HISTORIC RESOURCES INVENTORY / HISTORIC DESIGNATION:

A comprehensive inventory of Downtown's historic resources, including sites, buildings and structures, and signage is recommended, with official designation by the Historic Preservation Commission (HPC) based on approved criteria. Zoning protections are advised for designated resources, while property tax relief and other forms of financial assistance, such as grants and low-interest loans should be made available for rehabilitation and reuse of designated properties and resources according to approved guidelines.

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MOBILITY & SUSTAINABILITY IMPLEMENTATION

This section identifies the initial measures that should be undertaken with respect to implementation of the plan's mobility strategy.

STRATEGY OVERVIEW

STRATEGIC PRIORITIES

PROGRAMS & INCENTIVES

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STRATEGY OVERVIEW

Downtown livability and overall economic competitiveness require adequate infrastructure, including measures to increase urban resiliency and address the extreme open space deficiency. However, finding ways to finance needed infrastructure improvements and upgrades, while also incorporating innovative and sustainable technologies is a significant challenge. Therefore, the City must look to maximize access to regional, State and Federal resources, while instituting programs and incentives that encourage the private sector and other development partners to provide desired infrastructure upgrades and enhancements. The priority and timing of capital expenditures and infrastructure provision must be tied to redevelopment priorities. Expansion of public transit and active transportation improvements are extremely important in supporting the preferred development concept, while sustainable infrastructure and open space improvements are key to urban resiliency and livability that must accompany Downtown growth and development.

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TABLE 11.1: KEY IMPLEMENTATION ACTIONS FOR MOBILITY & SUSTAINABILITY

1. Align the City's **Capital Improvement Plans and Programs** with the Master Plan's vision and priorities.
2. Coordinate with regional agencies and service providers to ensure **regional planning and programming** supports the Master Plan
3. Identify and actively pursue **State and Federal funding** sources for Capital Improvements planning, programming, and construction, as well as sustainability initiatives.
4. Employ traditional **debt financing tools** to deliver essential infrastructure upgrades for the urban core, including improvements to the aging water and drainage systems.
5. Fund a **Downtown Circulator** initially serving the Downtown core and Medical District as a high priority transit improvement; participation of the proposed BID is recommended.
6. Collaborate with RTC to guarantee proper design and mid- to long-term funding for **high capacity transit** as essential to the Master Plan's TOD concept.
7. Prioritize **layered street enhancements** and initiate such projects as necessary to support redevelopment priorities and catalytic projects, and expand mobility choices.
8. Construct a **bridge across the UPRR** right-of-way at Lewis or Bridger in the near-term to improve connections between Symphony Park and the Downtown core.
9. Establish a local **Transportation Management Association (TMA)** to help coordinate and implement transportation demand management measures
10. Establish a program of **sustainable metrics** and data gathering to track progress toward sustainability goals and delivering a "net-zero" Downtown.
11. Adopt **open space standards and incentives** for new development project as an alternative means of funding the development of urban parks and plazas.
12. Explore opportunities to fund and participate in **eco-demonstration projects** that will deliver early "wins" and deliver a more sustainable and livable Downtown.

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STRATEGIC PRIORITIES

Moving forward, it is critical that infrastructure improvements and upgrades implement the Master Plan's vision and priorities for Downtown. To achieve this end, key strategies include 1) ensuring that infrastructure planning and programming support the envisioned land use concept, requiring intergovernmental cooperation and collaboration with local stakeholders; 2) delivering phased investment in Downtown's infrastructure, with an emphasis on strengthening connectivity, expanding mobility options, and promoting urban resiliency and sustainability; 3) building smart infrastructure that improves Downtown management and operations, and increases resource efficiency; and 4) taking measures to enhance environmental quality, most significantly, by providing a more complete open space network and adopting green building programs.

1. INFRASTRUCTURE PLANNING & PROGRAMMING

- **Land Use-Mobility Connection:** Future success is dependent on infrastructure investment, particularly in alternative transportation networks that support the Downtown vision of improved connectivity and transit-oriented development. Therefore, it is imperative that the capital improvement plans and programming of local and regional government reflect the Master Plan's priorities. Correspondingly, projects, programs and incentives that promote redevelopment surrounding major transit stops should receive priority, principally urban infill that increases density, encourages mixed-use, reduces parking demand, and integrates active and transit-supportive facilities on-site.
- **Intergovernmental Cooperation:** Local government must work closely and cooperatively with State and Federal government entities to direct funding toward Downtown mobility and infrastructure projects, including major transportation undertakings, as well as sustainability and open space projects and initiatives that enhance quality of life and improve livability. This strategy requires active inquiry into available funding resources and programs, and concerted advocacy in association with regional authorities on behalf of Downtown.
- **Regional Coordination:** Regional alignment on mobility, infrastructure, and sustainability projects and priorities for Downtown is imperative. In addition to seeking State and Federal cooperation, the City must coordinate with regional planning agencies and service providers to achieve consistency between the Master Plan, and regional plans and programs that support implementation. Given the

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essential relationship between land use and mobility concepts, close coordination with the Regional Transportation Commission (RTC) on the programming, design, and funding of mobility improvements such as transit and active transportation enhancements is especially important.

- **Stakeholder Participation:** Local government should communicate and collaborate with key Downtown stakeholders in the on-going planning, programming, and development of a more connected and sustainable Downtown. The intent is to encourage private sector and institutional investment in infrastructure and sustainability improvements, and to better coordinate infrastructure timing with projected redevelopment. For example, the proposed Downtown BID is a potential source of funding for special projects, whereas certain infrastructure, sustainability, and public space enhancements may be delivered in conjunction with site development projects. Environmental and open space advocates are potential partners in programs that support urban resiliency, sustainability and livability.

2. PHASED INFRASTRUCTURE INVESTMENT

- **Layered Street Enhancements:** Application of the proposed layered streets concept throughout Downtown is key to building connectivity, increasing mode choice, and maximizing transportation resource utilization and efficiency. While all streets should generally serve all modes, the concept of a layered network aids in the prioritization of improvements by emphasizing a particular mode of travel for each street. For most Downtown streets this will involve provision of various complete streets enhancements that support multi-modal movement, initially focusing on those streets that reinforce redevelopment priorities and deliver needed transit service. Bridge crossings at critical points along the UPRR tracks are another important measure to improve Downtown connectivity.
- **Transit Improvements:** A comprehensive transit network serving Downtown is essential to realization of the land use concept and better connectivity. Recommended transit investment involves two primary components: 1) a circulator system initially serving the urban core and linking the Medical District, subsequently reaching out to more of Downtown's periphery through phased extensions; and 2) high-capacity transit that links Downtown with major regional assets and supports higher intensity development surrounding mixed-use transit hubs. Well-designed transit stops with suitable pedestrian and bicycle links are integral to the transit strategy.
- **Active Transportation Network:** Active transportation improvements should be prioritized over auto mobility projects for most Downtown streets, with the intent of minimizing auto-dependence and increasing mobility choice, and reinforcing the layered streets concept. Strategies include expansion of the bicycle network serving Downtown, and pedestrian improvements that encourage walking, including streetscape enhancements and completion of the Urban Pathways System. Local government should also encourage on-site active transportation facilities and improvements, such as bicycle parking and off-street pathway systems.

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- **Infrastructure Upgrades:** Downtown's aging infrastructure requires upgrades that will not only support desired levels of development, but also incorporates sustainable systems and advanced technologies that will improve Downtown's resource management and efficiency, and move the area toward resource independence. Among the more pressing needs are upgrades to Downtown's aging water infrastructure and stormwater drainage system, as well as on-going implementation of Project Clear Skies to underground power and communications utilities. More far-reaching, local government and its development partners should work with regional service providers to develop green infrastructure, and "closed loop" energy, waste, and water systems.

3. SMART OPERATIONS

- **Resource Management:** Various initiatives, ordinances, and incentives should be employed by local government to encourage energy, water and waste conservation; conservation must be the primary strategy for energy reduction, followed by on-site energy generation. It is also important that local government develop metrics to track progress toward a more sustainable Downtown. In particular, the City should establish incremental energy, water, and waste targets that will move Downtown toward its commitment to "net-zero" status, and implement mandatory reporting on energy and water consumption. It is expected that smart technology will play an increasingly important role in tracking resource usage.
- **Adaptability / Future Proofing:** It is recommended that local government conduct a climate change risk analysis to understand the impacts of global warming on the Las Vegas region, including Downtown. On this basis, a Climate Action Plan should be prepared that seeks to mitigate climate change impacts, linking specific short term development goals and objectives for the urban core to the implications of long-term climate change. Additionally, a resilient Downtown requires that local government planning and programming ensure that occupants have access to a reliable supply of water, energy, shelter, and food, especially during unforeseen events.
- **Smart Systems Investment:** A competitive Downtown requires investment in smart systems and advanced technologies that improve resource utilization and service delivery. For example, smart technology may be used to monitor mobility, utilities, and communications networks to achieve more efficient and sustainable outcomes. Innovative companies are especially interested in obtaining access to the most advanced information and communications technology (ICT) network, and it is critical that local government take action to maintain leadership in this capacity.
- **Transportation Management:** Area-wide transportation and parking management strategies are recommended, including a program of transportation demand management (TDM) and an organizational structure to oversee operations. Of particular note, the City of Las Vegas has designated Downtown as an "Innovation District." A major purpose of this designation is to actively promote and adopt advanced mobility technologies. In combination with Intelligent Transportation Systems (ITS) that provide more effective management and operations of mobility and parking resources, implementation of a public wayfinding and signage system will aid visitor orientation and support efficient movement of traffic and people throughout Downtown.

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4. ENVIRONMENTAL QUALITY

- **Health & Wellness Initiatives:** In addition to creating a more walkable Downtown based on transit-oriented development that benefits from the addition of new parks and green streets, a holistic approach to community health and well-being also takes into consideration the development of green building and sites. Moreover, local government should support the market for locally grown and organic foods, build food security, and improve access to healthy food. In conjunction with these initiatives, there is likely opportunity to create and train the local populace for green jobs, such as urban farming and green construction.
- **Parks & Open Space Development:** Downtown livability depends on the provision of multi-functional, urban-scale parks and plazas, especially to service residential growth and development. However, given local government's limited resources and land holdings, alternative methods of funding the development, operations, and maintenance of parks and open spaces are required. These methods may include public-private partnerships and the award of private concessions. Additionally, urban outdoor spaces may be provided in conjunction with new institutional facilities, including civic and cultural attractions, and incentivized for private development projects.
- **Green Streets:** An extensive network of green streets is proposed as part of the preferred development concept for Downtown; the intent is to link activity centers, unify the open space network, and create a more walkable environment. Opportunity may be found in transforming expansive roadways with excess vehicular capacity into more pedestrian friendly places as an integral part of implementing the proposed layered street concept, and in on-going measures to provide streetscape improvements that incorporate more abundant shade and other pedestrian amenities.
- **Green Buildings & Sites:** The City has undertaken a number of initiatives that promote sustainability and apply green building principles and practices to public sector activities, including a requirement that all public buildings meet USGBC LEED-Silver rating or equivalent. Local government should build on these efforts by adopting standards and incentives applicable to green building and site development throughout Downtown. A green building program should include criteria for energy efficient building design and on-site energy generation; healthy indoor air quality and natural ventilation; reduction in indoor and outdoor water use; and resource recovery and green purchasing policies.

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PROJECTS, PROGRAMS & INCENTIVES

Community and economic development require that the public sector finance and construct vital infrastructure, giving priority to Downtown improvements and upgrades that build vital connections, support compact development at transit hubs, and facilitate redevelopment of key sites and catalytic projects. Smart infrastructure that promotes sustainability and livability, and delivers greater resource efficiency is an especially critical component of a successful Downtown and an important draw for leading industry and institutions, yet financing these enhancements is expensive and often requires a creative approach. For this reason, private sector and institutional involvement in infrastructure and sustainability planning, programming, and funding is also necessary.

1 | INFRASTRUCTURE PLANNING & PROGRAMMING



CAPITAL IMPROVEMENT PLANS & PROGRAMMING:

It important that the City's capital improvement plans and programs align with the Master Plan's priorities, and near-term review and update should be undertaken to maintain consistency. Additionally, coordination with the RTC and other regional agencies is recommended to ensure that their plans and programs support the Master Plan's goals and policies, especially funding priorities for capital intensive mobility and infrastructure improvements that are critical to Downtown redevelopment.



STATE & FEDERAL INFRASTRUCTURE FUNDING:

Local government should identify State and Federal funding sources for capital improvement planning, programming, and construction, and aggressively pursue increased allocations for Downtown; this initiative also requires on-going coordination with regional entities such as the RTC, as they often manage distribution of these funds. The City and its economic development partners are the best advocates for capital improvements that reinforce Downtown's regional significance and support the Master Plan's development targets; they are also best positioned to demonstrate that such improvements fulfill State and Federal program objectives.

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LOCAL INFRASTRUCTURE FINANCING:

In addition to State and Federal funding, local government will need to employ traditional debt financing tools and creative financing options to deliver the infrastructure that will support redevelopment and make Downtown more competitive. Municipal bonds are an essential government debt finance option for capital improvement projects, whereas the use of development exactions and special assessment districts to fund public works may result in adverse cost impacts on proposed site development projects. Therefore, local government should also explore emerging financing tools such as GARVEEs and pursue public-private partnerships to help fund capital improvements.



SUSTAINABILITY PROGRAM FUNDING:

The City should leverage its commitment to sustainability by identifying and pursuing available funding sources for sustainable development, and the promotion of clean technologies and green jobs. Various Federal grant funding and technical assistance programs are offered through the U.S. Department of Housing and Urban Development (HUD), the U.S. Department of Transportation (DOT), and the U.S. Environmental Protection Agency (EPA). The City and its development partners should also explore opportunities to create new sources of funding, for example, through the issuance of Green Bonds and investment funds that support clean technologies.



SITE DEVELOPMENT:

The provision of suitable infrastructure for Downtown also requires close coordination between capital improvement planning, programming, and funding and proposed site development projects. The timing of infrastructure delivery should support redevelopment priorities, while site development projects present another source for funding and delivery of infrastructure enhancements. For example, both off- and on-site improvements that feature sustainable infrastructure and community open space may be provided through zoning standards and incentives, and/or an incentivized Community Benefits Program.



BID PROJECTS:

The proposed Downtown BID is a potential source of support and funding for special projects, including select transportation and infrastructure improvements. It is recommended that the BID assist in funding the development and operations of a Downtown circulator as a high priority; additional funding opportunities include active transportation and public space enhancements, as well as sustainability and eco-demonstration projects.

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2 | PHASED INFRASTRUCTURE INVESTMENT



DOWNTOWN CIRCULATOR:

A circulator loop that delivers high frequency shuttle service to the Downtown core and connecting the Medical District is considered a priority mobility investment and recommended for near-term implementation. Phased expansion is anticipated, likely involving multiple loops to serve peripheral areas of Downtown, including the Historic Westside; routing and expansion will be determined in response to Downtown growth and demand in cooperation with the RTC and other key stakeholders. The proposed Downtown BID is a potential source of funding for capital expenditures, operations, and maintenance; with this in mind, shuttles should be branded to reinforce Downtown identity.



HIGH-CAPACITY TRANSIT SERVICE:

Among the most significant public sector investments proposed for Downtown, high-capacity transit is essential to full implementation of the Master Plan. Two routes are projected: 1) the Downtown High-Capacity Connector linking to UNLV and McCarron Airport via Maryland Parkway, and potentially to Summerlin via Charleston Avenue, with transit stations strategically located to serve the Downtown core and Medical District; and 2) the Las Vegas Boulevard High-Capacity Connector as a likely long-term endeavor to provide a north-south link between The Strip, the Downtown core, and Cashman District. High-capacity transit serving Downtown may utilize light rail transit (LRT) and/or bus rapid transit (BRT) systems; precise system routing and design, including station locations are subject to further study and coordination between the City and RTC.



COMPLETE STREET ENHANCEMENTS:

The layered streets network is a cornerstone of Downtown's mobility concept, accommodating multiple modes of travel to encompass automobiles, transit, bicycles, and pedestrians. Complete street enhancements are fundamental to implementation of the proposed network; nonetheless, the design and phasing of particular enhancements will depend on various factors, including redevelopment priorities, local and regional planning and programming for alternative transportation modes, and the mode emphasis assigned to each street.



BICYCLE NETWORK EXPANSION:

There is opportunity for local government to create a comprehensive bicycle network serving Downtown by incorporating "bicycle boulevards" and dedicated bicycle lanes provided in conjunction with complete streets enhancements, as well as roadway re-striping and pavement rehabilitation projects. Additionally, local government should encourage integration of bicycle facilities (e.g., bicycle racks and lockers) with transit, civic and cultural, and other major development projects. Expansion of the City's bike-share program across Downtown to include stations at major transit stops and popular destinations is also recommended.

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PEDESTRIAN IMPROVEMENTS / URBAN TRAILS:

Completion of the Urban Pathways System, and streetscape improvements that feature wider sidewalks, enhanced crosswalks, greater tree canopy, and various other streetscape amenities are necessary steps toward a more pedestrian friendly Downtown. Pedestrian improvements and urban trails should normally accompany the development of complete streets, with the initial focus primarily on the Downtown core. Local government should also encourage integration of off-street or alternative pathways into public and private development projects, potentially encompassing a multi-use trail along the UPRR right-of-way, as well as mid-block crossings and on-site urban trail connections.



VEHICULAR CONNECTIVITY / RAIL CROSSINGS:

A new interchange at City Center Parkway and I-515/US 95 is a potential project that will improve freeway connectivity to Downtown, especially Symphony Park and the Resort & Casino District, subject to further study. Bridge crossings, preferably serving multiple modes to include vehicles and pedestrians, are seen as the most feasible means of connecting the west side of the UPRR right-of-way with the urban core located east of the tracks. The near-term priority is a bridge to Symphony Park at Lewis Avenue or Bridger Avenue, with later potential for a bridge crossing at Hoover Avenue. An additional crossing at Ogden Avenue limited to active transportation modes is another long-term opportunity.



UPGRADED WATER INFRASTRUCTURE:

As redevelopment progresses, local government should work with its development partners and regional service providers to upgrade Downtown's aging water infrastructure and stormwater drainage systems. Opportunities to supply a combination of municipal potable water and reclaimed water should be explored, moving Downtown toward "net-zero" water status, including provision of a local wastewater recycling facility to supply non-potable water.



NET-ZERO ENERGY INFRASTRUCTURE

Local government should work with its development partners and regional service providers to achieve "net-zero" energy status over the long-term development of Downtown. Off-grid district-scale energy solutions and on-site energy generation utilizing renewable energy sources are recommended; it is expected that on-site renewable energy generation will primarily come through photovoltaic (PV) panels mounted on available rooftops. The ability to generate on-site energy will improve Downtown's resiliency, and renewable energy production will protect against increases in energy costs over the long-term. Nonetheless, energy conservation measures are essential to reducing the cost of green energy infrastructure, including the quantity and cost of photovoltaics.

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3 | SMART OPERATIONS



INTELLIGENT TRANSPORTATION SYSTEMS (ITS):

In accordance with the City's designation of Downtown as an Innovation District, investment in advanced technologies that improve safety, and keep transportation and parking facilities operating at maximum efficiency is warranted, including intelligent and real-time system management technologies. Implementation projects and initiatives may include: coordinated signalization and signal progressions for safe travel speeds; dynamic wayfinding and message signs; real-time information on transit, car-share, and bike-share availability; and smart solutions for parking facility management, collections, and enforcement. Initial implementation may be achieved through demonstration projects.



TRANSPORTATION DEMAND MANAGEMENT (TDM):

Local government should support various programs and initiatives to reduce travel demand, and promote ridesharing and transit usage; implementation measures may include transit subsidies for area employees and residents, employer carpool and vanpool programs and incentives, and ready access to transit information. Creation of a local transportation management association (TMA) is recommended to help coordinate and implement TDM measures; alternatively, the proposed Downtown BID may assume this role. Local government should also accommodate ridesharing services such as Uber and Lyft as a way of efficiently moving people in and around Downtown.



PARKING MANAGEMENT:

Local government should take measures to promote a "park-once" strategy and minimize land resources devoted to surface parking, coincident with Downtown growth and development. An organizational structure to oversee management of Downtown's parking resources should be considered, with capacity to institute a centralized parking and pricing system over the long-term. Revised parking requirements are also recommended, with zoning standards and incentives to reduce parking for infill development projects near transit stops.

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STAR COMMUNITIES | SUSTAINABILITY TOOLS FOR ASSESSING & RATING COMMUNITIES

SUSTAINABLE METRICS:

The City is a member community of Sustainability Tools for Assessing and Rating Communities (STARs). STARs addresses the breadth of city infrastructure, operations, and resource management; all of the goals and objectives of STARs are addressed in the Master Plan, providing a valuable framework to begin tracking and improving performance across multiple sustainability measures. With this in mind, it is important that the City establish a program of data collection, set targets, measure progress, and make improvements toward becoming a more sustainable and resilient community.



RESOURCE CONSERVATION & RETROFIT PROGRAMS:

Various conservation and retrofit programs, including ordinances and incentives, may be employed by local government to achieve substantial water, waste and energy savings for both new and existing buildings. For example, the City should initiate expedited building permitting for projects that meet USGBC LEED-Gold rating or equivalent, and work with regional service providers to offer loans and grants for building retrofits. More far-reaching, the City should consider adopting an energy code update to require zero-net energy buildings for residential by 2030, and for commercial by 2050.



PERFORMANCE TRACKING:

It is recommended that local government establish a program and procedures for gathering and reporting on STARs metrics, setting district-scale goals and targets that track progress toward Downtown and City-wide sustainability goals. More specifically, the City should begin recording energy, water, and waste data for all government buildings in the near term. Additionally, it should consider adopting an Energy and Water Reporting & Benchmarking Ordinance, requiring building owners to report on building performance.

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4 | ENVIRONMENTAL QUALITY



URBAN PARKS & PLAZAS:

In accordance with the preferred development concept, it is especially important that urban open spaces are provided in conjunction with Downtown infill and redevelopment. Therefore, the City should adopt standards and incentives for the provision of urban outdoor space for new development projects; in addition to minimum standards for shared outdoor space accompanying residential projects, public space such as mini-parks and urban plazas may be encouraged through zoning incentives and/or a Community Benefits Program. The public sector may take a more active role in ensuring that suitable open space is provided with joint public-private development projects, and that multi-functional outdoor spaces are incorporated into new civic facilities and cultural attractions.



URBAN FORESTRY :

The City should initiate a comprehensive program of tree planting in conjunction with public improvement projects, including streetscape and public space enhancements. An important component of this effort is the selection of an approved plant palette requiring native and adapted species that are appropriate to the desert environment. Additionally, outreach to environmentally-based non-profits and open space advocates as active partners and promoters of urban forestry is recommended.



URBAN FARMING / LOCAL FOOD INITIATIVES:

It is recommended that local government and its community development partners sponsor and/or promote urban faming and local food initiatives, such as consumer cooperatives, farmer's markets, and community educational programs; they may also facilitate alliances between local food growers, area restaurants, and emergency food assistance programs. Urban agriculture, community gardens, and other community-based farming projects are a particular opportunity to put vacant and underdeveloped parcels to more productive use. Local government should assist with identification and permitting of available sites; municipal waste collection and composting may also support urban farming and community gardens.

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INTERIM USE:

Local government should work with Downtown property owners to promote interim use of vacant and underdeveloped parcels, in particular accommodating temporary use as open space for such activities as community gardens and urban farming, dog parks, playgrounds, and outdoor performance space. As appropriate, the Zoning Code should incorporate interim use standards and guidelines.



GREEN STANDARDS & PRACTICES:

Resource efficient policies, standards and incentives applicable to new development and major renovation projects in the Downtown are strongly recommended. Reduction in energy consumption will depend on such building level strategies as proper orientation; passive shading and careful design of fenestration; reduced process loads; upgraded mechanical systems and natural ventilation; efficiency lighting; etc. Water consumption may be reduced through a combination of potable and municipal reclaimed water use; low flow fixtures for lessened indoor demand; and more efficient irrigation design and climate appropriate planting to minimize outdoor demand. Waste reduction and landfill diversion may be maximized through various residential recycling and business resource recovery programs across industries.



ECO-DEMONSTRATION PROJECTS:

Local government should explore opportunities to partner with its development partners and regional service providers to engage in eco-demonstration projects. These select projects would provide near-term wins in delivering a more sustainable and deliverable Downtown, potentially encompassing downtown open space; urban farming and local food initiatives; green jobs for the underemployed; small-scale renewables investments, etc.

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STRATEGIES FOR ENERGY CONSERVATION

	STRATEGY	MARKET RECEPTION	BENEFITS	PRECEDENT
BUILDING SCALE	ENERGY EFFICIENT BUILDING DESIGN	STANDARD PRACTICE	ENERGY REDUCTION WITH MINIMAL EFFORT	REQUIRED IN ALL NEW CONSTRUCTION AND MAJOR RENOVATION PROJECTS IN NUMEROUS STATES
	MIXED MODE NATURAL VENTILATION	MIXED DUE TO EXTREME LAS VEGAS CLIMATE	ENERGY SAVINGS WITH PHASABLE APPROACH; VIABLE CLIMATE FOR IMPLEMENTATION WITH TESTED TECHNOLOGY	INDIO OFFICE BUILDING, PALO ALTO; NREL, COLORADO
ENERGY SYSTEMS	PACKAGED ROOF TOP HVAC UNITS	EXPECTED	REDUCED ENERGY CONSUMPTION COMPARED TO PACKAGED UNITS; PROVIDES A CENTRALIZED SYSTEM WITH PHASABILITY	COMMONPLACE STRATEGY
RENEWABLE ENERGY SYSTEMS	PACKAGED ROOF TOP HVAC UNITS	EXPECTED	NATURALLY OCCURRING RESOURCE FOR SITE CONSUMPTION; PROVIDES RESILIENCY AND REDUCED OPERATING ENERGY COSTS; HELPS MEET CITY ZNE REDUCTION TARGETS	COMMONPLACE STRATEGY

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STRATEGIES FOR WATER CONSERVATION

	STRATEGY	MARKET RECEPTION IN LAS VEGAS	BENEFITS	PRECEDENT
INDOOR WATER USE	LOW-FLOW FIXTURES	STANDARD PRACTICE	SIGNIFICANT WATER SAVINGS WITH MINIMAL EFFORT	ALL NEW CONSTRUCTION AND MAJOR RENOVATION PROJECTS IN OTHER STATES
	DUAL PLUMBING	STRATEGIC/INNOVATIVE	WATER SAVINGS WITH PHASABLE APPROACH AND TESTED TECHNOLOGY; EXPECTED TO BECOME CODE	CURRENTLY REQUIRED IN A FEW CITIES/COUNTIES AND EXPECTED TO BECOME CODE ELSEWHERE
	UPSIZE SITE PIPING FOR INCREASED RECYCLED WATER DEMAND	STRATEGIC / INNOVATIVE	NEEDED TO PROVIDE INCREASED SERVICE FOR RECYCLED WATER DEMAND TO BUILDINGS	
LANDSCAPING & IRRIGATION	MAJORITY NATIVE & DROUGHT TOLERANT PLANTINGS	EXPECTED	WATER SAVINGS WITH DESIGN STRATEGIES AND APPROPRIATE PLANT PALETTE	COMMON INDUSTRY PRACTICE
	ZONED IRRIGATION & SUBMETERING	EXPECTED	WATER SAVINGS WITH DESIGN STRATEGIES AND APPROPRIATE PLANT PALETTE	ALL NEW CONSTRUCTION AND MAJOR RENOVATION PROJECTS IN OTHER STATES
	RECYCLED WATER	EXPECTED	REUSES A VALUABLE RESOURCE PRIOR TO DISCHARGE	COMMON INDUSTRY PRACTICE

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STRATEGIES FOR RESOURCE RECOVERY

	STRATEGY	MARKET RECEPTION	BENEFITS	PRECEDENT
COLLECTION	TRASH AND RECYCLING PER BUILDING	STANDARD PRACTICE	BUSINESS AS USUAL	STANDARD INDUSTRY PRACTICE
	HOSPITALITY WITH "TRIPLE WASTE CHUTE"	EXPECTED	REDUCTION IN LANDFILL AND METHANE EMISSIONS	CITY/COUNTY OF SAN FRANCISCO MID/HIGH-RISE RESIDENTIAL
	RESTAURANT GREASE COLLECTION	STANDARD PRACTICE	BUSINESS AS USUAL	REQUIRED IN CITIES; BECOMING COMMON PRACTICE
	BUILDING ORGANICS (I.E. FOOD WASTE) COLLECTION	INNOVATIVE/STRATEGIC	REDUCTION IN LANDFILL AND METHANE EMISSIONS	RESTAURANTS AND CITY/COUNTY OF SAN FRANCISCO
	LANDSCAPE CLIPPINGS COLLECTION	EXPECTED	REDUCTION IN LANDFILL AND METHANE EMISSIONS; REUSE FOR COMPOST	COMMON ON CAMPUSES
DISPOSAL	MUNICIPAL WASTE HAULING (RECYCLING AND LANDFILL ONLY) WASTE	STANDARD PRACTICE	BUSINESS AS USUAL	STANDARD INDUSTRY PRACTICE
	BUILDING ORGANICS CONVERTED TO GRAYWATER	INNOVATIVE/ STRATEGIC	GRAYWATER SOURCE; REDUCTION IN LANDFILL AND METHANE EMISSIONS	RESTAURANTS

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STRATEGIES FOR RESOURCE RECOVERY CONTINUED

	STRATEGY	MARKET RECEPTION	BENEFITS	PRECEDENT
DISPOSAL CONTINUED	RESTAURANT GREASE SENT OFF SITE FOR BIOFUEL	INNOVATIVE/STRATEGIC	POTENTIAL REVENUE SOURCE	RESTAURANTS
	LANDSCAPE CLIPPINGS BROKEN DOWN FOR ON-SITE COMPOST	EXPECTED	REDUCTION IN LANDFILL AND METHANE EMISSIONS, ON-SITE COMPOST SOURCE	COMMON ON CAMPUSES
CONSTRUCTION & DEMOLITION WASTE	75% DIVERSION	STANDARD PRACTICE	REDUCED TIPPING FEES DURING CONSTRUCTION; REDUCTION IN LANDFILL WASTE	STANDARD INDUSTRY PRACTICE
TENANT REQUIREMENTS/ PURCHASING POLICIES	PURCHASING POLICIES/ TENANT GUIDELINES	STANDARD PRACTICE	REDUCTION IN TOTAL WASTE AND TENANT COST SAVINGS	VARIOUS CITIES & COUNTIES
	PLASTIC BAG BAN IN RETAIL/RESTAURANTS	EXPECTED	REDUCTION IN LANDFILL WASTE AND POSITIVE SITE IMAGE	VARIOUS CITIES & COUNTIES
	RECYCLABLE/ COMPOSTABLE TO-GO CONTAINERS FROM RESTAURANTS	EXPECTED	REDUCTION IN LANDFILL WASTE AND REDUCED OWNER FEES	VARIOUS CITIES & COUNTIES

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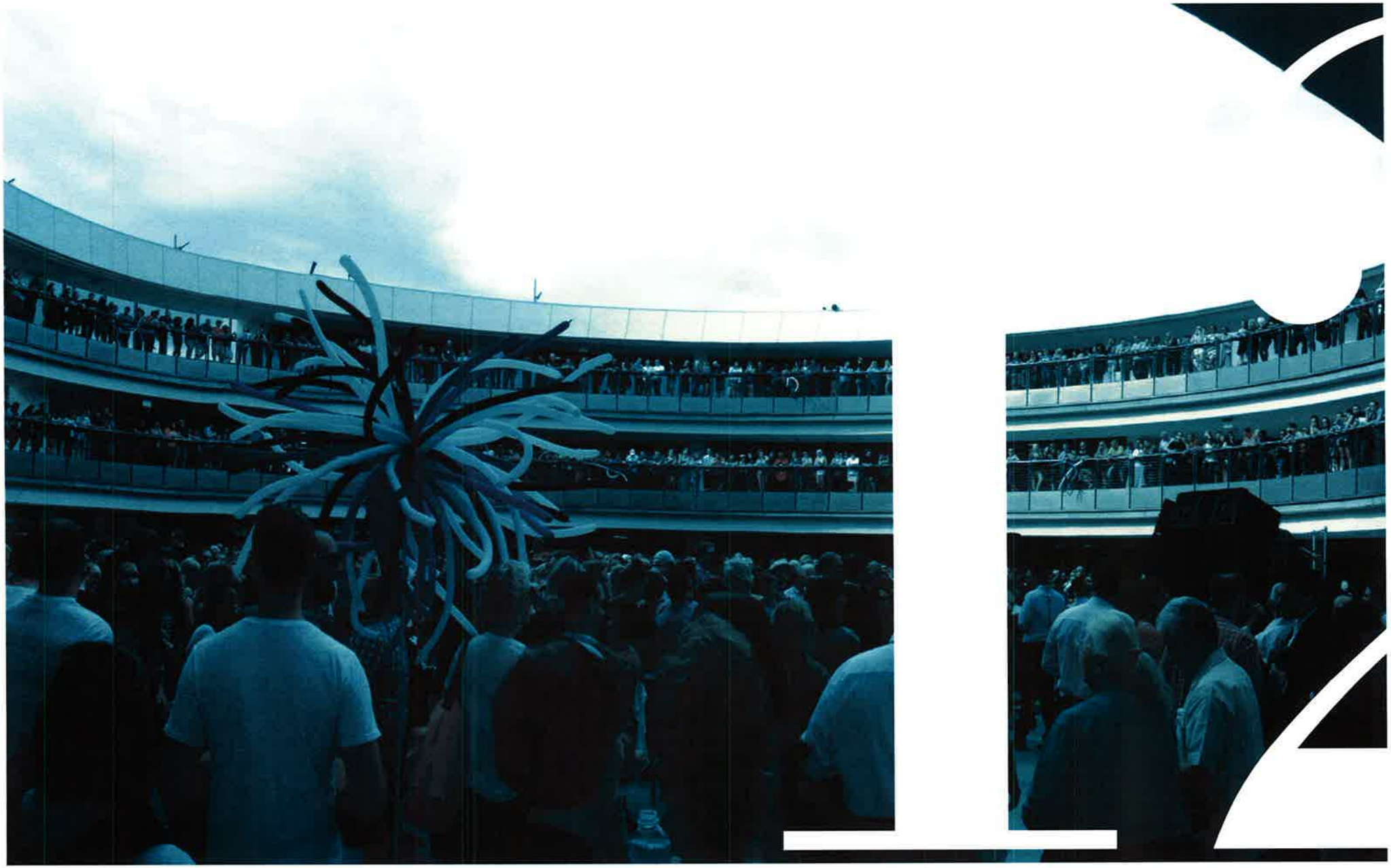

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ECONOMIC DEVELOPMENT & STRATEGIC PLANNING IMPLEMENTATION

This section identifies the key economic initiatives that should be undertaken immediately to enable plan implementation.

STRATEGY OVERVIEW

STRATEGIC PRIORITIES

PROGRAMS & INCENTIVES

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STRATEGY OVERVIEW

Implementation of the Master Plan depends on an aggressive approach to change, encompassing public investment in catalytic projects, urban livability, infrastructure enhancements, and target businesses and institutions. The pursuit of strategic opportunities in this regard will result in economic diversification, sustainable private investment, and enhancement of the economic climate for Downtown well into the future. While regional growth will undoubtedly impact Downtown's fortunes, local government should work toward building resiliency by capitalizing on assets that it can control and that will produce near-term benefit. The City must take advantage of the accumulated impact of local economic development tools as a complement to State and Federal funding for development projects and programs. Local business and property owners must also play an active role in securing the future. A key proposal in this regard is the establishment of a Business Improvement District (BID) that will provide various Downtown-wide services, including advocacy for economic development and funding for special projects.

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TABLE 12.1: KEY IMPLEMENTATION ACTIONS FOR MOBILITY & SUSTAINABILITY

1. Identify and actively recruit key **business and institutional targets**, including tourism spin-offs, leading medical and healthcare related enterprise, and emerging arts and technology sectors.
2. Develop programs to foster **small businesses and micro-enterprises** that diversify the economy, including initiatives to help finance promising start-ups and support entrepreneurship.
3. Initiate **educational and employment programs and incentives** that build the capacity of the local workforce, increase the pool of talented workers, attract generators of quality jobs, and draw educational providers to Downtown.
4. Cooperate with the **State Office of Economic Development** in providing incentives for qualified business, and in authorizing and implementing new financial tools that favor Downtown's economic development.
5. Collaborate with **regional economic development organizations**, for example, by establishing a roundtable to periodically meet and address development issues affecting Downtown.
6. Coordinate with **institutional and non-profit partners** to attract major cultural and educational institutions to Downtown, potentially serving as catalysts to the envisioned "Centers of Excellence."
7. Pursue **public-private partnerships** and other joint ventures to deliver demonstration projects that deliver near-term wins, and catalytic projects that are critical to Downtown's success.
8. Rely on **traditional financial and investment tools** such as municipal bonds and TIF financing to stimulate redevelopment.
9. Explore opportunities to employ **creative financial and investment tools** such as investment trusts that leverage public and private capital, especially as redevelopment gains momentum.
10. Establish a **Downtown-wide BID** to represent area business and property interests, promote economic development, and deliver key services based on Downtown-wide priorities.
11. Undertake a coordinated **branding and marketing campaign** to attract potential businesses and investors to Downtown, and support the tourism sector; the proposed BID should be a participant in this effort.
12. Engage in **community events programming** and management to ensure the proper balance between major celebrations and local activities and events; the proposed BID should be a participant in this effort.

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STRATEGIC PRIORITIES

State economic development policy and programs have shifted toward diversifying the economy and bringing in higher wage jobs, consistent with Downtown goals and policies. Nonetheless, locally controlled programs and incentives must augment State and Federal resources to deliver aggressive levels of economic development. Key strategies include: 1) attract business and institutional targets, strengthening the tourism sector while diversifying the economy by growing emerging sectors; 2) identify existing and potential investment tools and incentives, and applying them to appropriate targets; 3) coordinate with key economic development partners in attracting business and institutional targets and applying incentives; and 4) provide coordinated programming and management to best leverage Downtown's assets, with particular reliance on a Downtown-wide BID structure.

1. BUSINESS & INSTITUTIONAL TARGETS

- **Tourism Sector:** Despite the emphasis on diversifying the local economy in response to the recession, tourism will remain a core economic driver for Downtown. Future success depends on offering visitors the original and authentic Las Vegas, linked to "cultural tourism" as an emerging trend and opportunity to extend Downtown's market for tourism. In support of this trend, public incentives should facilitate rehabilitation and improvement of historic and culturally significant properties, especially historic hotel and casino properties, creating an avenue for investment to help reinvigorate the tourism industry. Potentially catalytic projects are a new business hotel and conference center for Downtown, and additional cultural resources such as a modern art museum.
- **Medical Sector:** The University Medical Center, Valley Hospital Medical Center, Cleveland Clinic Lou Ruvo Center, and other healthcare resources provide the foundation for the Medical District as the leading healthcare center for Southern Nevada. The pending UNLV medical school is the major catalytic project and will significantly impact the District's prospects as a "Center of Excellence" and driver of the Downtown economy. Perhaps the best measure for local government to help improve the Medical District's outlook is to improve connectivity with the Downtown core, particularly through transit improvements. Bio-technology is a likely synergistic opportunity that would benefit from wider economic and physical linkages.

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- **Emerging Arts & Technology:** The emerging creative and technical sectors are key factors in diversifying the local economy and bringing higher wage jobs to Downtown. Among the opportunities are fashion, film production and media arts, virtual reality, green tech, autonomous vehicles, and unmanned aerial vehicles (UAV), with potential for synergistic growth that extends into research, design and development, and manufacturing. In addition to facilitating start-ups, local government has a role to play in promoting "economic gardening" that grows second stage companies. Catalytic projects include supportive infrastructure and physical space, including makers-space and business incubators.
- **Small Business / Micro-Enterprise:** Often the least visible aspect of the local economy, small business and micro-enterprises are frequently major job generators that diversify the economy. For this reason, local government should foster entrepreneurship, including spin-offs and niche businesses associated with more established economic sectors. In addition to directly offering small business grants, loans, and loan guarantees, the public sector should work with key stakeholders, and local and regional economic development partners to identify and help finance promising start-ups and entrepreneurial companies, as well as to facilitate networking, education and training programs.

2. FINANCIAL INVESTMENT TOOLS & INCENTIVES

- **State Resources:** Local government must work closely and cooperatively with the State of Nevada to advance Downtown's interests and ensure that its success is among the highest priorities for State-wide economic development efforts. It is imperative that the City cooperate with the Nevada Governor's Office of Economic Development (GOED) in providing incentives such as sales, business, and property tax abatements for qualified business. This may include working with State level policy-makers to develop, authorize, and implement financial tools and incentive programs that favor Downtown business attraction and stimulate local hiring.
- **Local Incentives:** Downtown's economic competitiveness depends on the City's ability to offer a package of government sponsored investment tools and incentives. Although business attraction will necessarily rely on tax abatements and other incentives derived from the State, an effective approach to economic development will also stress the use of locally controlled programs and incentives, potentially encompassing grants and loan programs, fee waivers, infrastructure development and cost sharing, as well as land and zoning agreements.
- **Traditional Investment Tools:** The public sector must continue to employ traditional investment tools as a mainstay of Downtown's redevelopment. State administered Industrial Development Revenue Bonds, and other forms of municipal bonds (e.g. General Obligation Bonds and Revenue Bonds) remain important government debt finance options for public works projects and other economic development initiatives. Traditional financing tools such as

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development exactions and special assessment districts may prove problematic for funding public works, as these mechanisms add costs to proposed development projects, thereby creating a further barrier to Downtown redevelopment.

- **Creative Investment Tools:** Because public sector resources are limited, it is incumbent upon local government to investigate and employ creative financing and investment tools, often through partnerships with other stakeholders in Downtown's economic development. Public-private partnerships and joint venture agreements are especially effective in undertaking redevelopment projects and economic development initiatives that offer a potential revenue stream for investors. Emerging municipal financing tools (e.g. GARVEE Bonds, Green Bonds, and Social Impact Bonds) may prove advantageous in addressing specific Downtown needs.

3. ECONOMIC DEVELOPMENT PARTNERS

- **Regional Collaboration:** Economics are regional and success depends on cooperation with other government and quasi-government entities, including the Las Vegas Global Economic Alliance, which functions as the regional economic development entity for Southern Nevada. Moreover, competitiveness in attracting favored business and industry, including the creative arts, technical, medical, and management sectors, will require strong collaboration with the region's major cultural, academic, and research institutions, especially UNLV.
- **Cooperative Research & Education:** Local government should take an active role in building strategic partnerships between local business enterprise and major educational and research institutions. The intent is to attract academic and industry leaders through knowledge sharing and technology transfer, while also increasing opportunities for outreach and networking, and offering practical work experience for area residents and students.
- **Public-Private Partnerships:** The public sector should actively negotiate and participate in joint-venture deal structures as an essential measure in facilitating key development projects and to encourage private sector investment. The Redevelopment Agency is best positioned to lead this process through its activity in land acquisition and assembly, focusing on catalytic and other priority projects that are critical to Downtown's economic development, but are unlikely to proceed without public assistance.
- **Private Sector Investment:** It is important to remember that while public-private partnerships offer an important development model for Downtown, the private sector also brings the capacity to drive redevelopment and economic success. For example, investor groups such as VTF Capital (formerly VegasTechFund) often provide the seed capital necessary to stimulate business growth and economic development, and to execute projects. Even so, the public sector regularly assists through financial incentives. The proposed Downtown BID is another important economic development partner, and a potential source of funding for various improvement projects.

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4. DOWNTOWN PROGRAMMING & MANAGEMENT

- **City Leadership:** It is vital that the City lead Downtown's community and economic development, emphasizing on-going cooperation and collaboration with its key development partners. In this capacity, the City should not only coordinate the delivery of public sector financing tools and incentives, as well as recruitment and retention of targeted business and institutions, but also the advocacy, branding and marketing, and events programming that will advance Downtown's position and raise its profile. The City will need to maintain especially close relations with the proposed Downtown-wide BID as a representative of area business and property interests, and a provider of important services.
- **BID Management:** A BID structure attending to the core of Downtown is proposed, potentially offering several levels of service, including: 1) a Downtown Management Organization to represent area business and property interests, and promote economic development; 2) shared funding of operations of a Downtown circulator; 3) provision of Clean and Safe Services; and 4) participation in special projects, generally involving public improvements. While it is important that the BID address Downtown-wide priorities, it must also offer flexibility to support the efforts of individual districts and avoid duplication of services. Additionally, BID participation must be priced at a reasonable rate that acknowledges the limits of the existing market, while offering the potential to increase BID investments as the Downtown evolves.

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PROGRAMS & INCENTIVES

1 | BUSINESS & INSTITUTIONAL TARGETS

To fully leverage Downtown's assets, attract and retain targeted business enterprise, add quality jobs, and diversify the local economy, a flexible range of economic development programs and incentives must be utilized to best advantage. In particular, investment must support development of identified catalytic projects, and target key businesses and institutions. Even so, the goals and objectives of the Master Plan are unlikely to be achieved without cooperation and collaboration between various stakeholders in implementing recommended development programs and initiatives. Careful consideration must be given to the legal framework, overall risk, and cost-benefit associated with each program and incentive prior to implementation.



BUSINESS RECRUITMENT :

Local government must actively market and attract target business, and seek potential joint venture partners for catalytic projects, taking advantage of cross-marketing opportunities with key stakeholders and economic development partners. It is recommended that the Redevelopment Agency maintain a portfolio of available properties and prospective projects, while the proposed Downtown Management Organization will be well placed to assist in business recruitment and retention, particularly in attracting neighborhood serving business.



INNOVATION DISTRICT:

Downtown is envisioned as a vibrant tech community; the City has taken a leadership role in enacting this vision through official designation of Downtown as an Innovation District with an emphasis on emerging mobility technologies and companies; a similar attitude may be extended to other technologies. In support of this designation, the public sector should identify and recruit targeted companies, advertise and offer available incentives, assist with site location and procurement, and facilitate cooperative structures with local education and research institutions.

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INCUBATOR / ACCELERATOR PROGRAMS:

Normally managed by economic development agencies, for-profit business, or colleges and universities, business incubator and accelerator programs facilitate the growth and development of entrepreneurial "start-ups" and micro-enterprises by providing a range of support services, including low-cost space. The public sector should actively engage its economic development partners to establish incubator / accelerator programs and provide makers-space for the creative arts and technical sectors.



ENTREPRENEURSHIP PROGRAMS:

Local government should facilitate implementation of programs and activities that support entrepreneurial activity. For example, training programs in entrepreneurship effectuated through area colleges and educational institutions are a potential source of future business start-ups. Established business and property owners may also support entrepreneurial activity through initial rent reductions and pro-bono technical and consulting services in anticipation that a successful start-up will generate increased business activity; the City should help match entrepreneurs with available space.



EMPLOYMENT PROGRAMS & INCENTIVES:

The public sector should undertake initiatives and employ incentives specifically aimed at attracting generators of high paying jobs, and expanding the local pool of creative, technical, and management talent to fill those jobs. In addition to offering available jobs creation and jobs training grants, loans, and tax benefits for business sectors with a growing Downtown presence, local government may also help coordinate and/or sponsor jobs matching services, recruitment events, and work-study programs.



EDUCATIONAL PROGRAMS & INCENTIVES:

Efforts to develop and educate the Downtown workforce may be furthered by public sector collaboration with educational institutions and employers. Local government should help market and attract a range of quality educational providers to Downtown, including colleges and universities. Desired facilities include vocational schools, satellite campuses, and research centers, while educational services may encompass adult education courses, work study and cooperative education curricula, university extension services, and advanced degree programs.

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2 | FINANCIAL INVESTMENT TOOLS & INCENTIVES



TRADITIONAL FINANCING OPTIONS:

Local government must make immediate investment in Downtown's redevelopment, accessing funds quickly and generating near-term action on catalytic projects. Considerable new investment will need to come through the issuance of municipal bonds, with reliance on General Obligation Bonds to finance capital improvements in the earliest phase of implementation. Other financing options, such as Revenue Bonds and Industrial Development Revenue Bonds (IDRBs) will likely prove more effective as Downtown redevelopment gains momentum; IDRBs are administered by the State, and may be used to assist qualified businesses relocate or expand in Downtown, particularly for those projects that generate employment. It is also recommended that the



Redevelopment Agency actively employ tax increment financing (TIF), leveraging future increases in property taxes to pay for projects and improvements that will stimulate infill development, and attract new business and key institutions.



CREATIVE FINANCING OPTIONS:

Among the emerging state and municipal financing tools most applicable to Downtown are Grant Anticipation Revenue Vehicles (GARVEE's); this tool is recommended for raising money to speed up transportation projects based on anticipated Federal funding. Other options include Social Impact Bonds to support funding of social service providers and delivery of social services, as well as Green Bonds to raise money for resource conservation and environmental sustainability, including investment in renewable energy; these mechanism may require authorization and/or participation by the State. Creative financing also encompasses public-private partnership options, including joint venture agreements and investment trusts that leverage public and private sector capital.



TAX INCENTIVES:

State and local tax exemptions, rebates, and credits are common tools to attract and retain targeted business, support emerging economic sectors, stimulate jobs creation, and otherwise spur redevelopment. Provision of sales and business tax abatements, property tax abatements, and other available tax incentives will require close coordination with the Nevada GOED; local government should also work with the State to identify, authorize, and implement other tax advantages favorable to Downtown economic development. For example, designation of one or more special districts (i.e., Renaissance Zones) receiving various tax advantages, and otherwise leveraging State and local assets offers a powerful incentive to economic development. Such a designation could be applied to "Lifestyle Hubs" that are aligned with proposed transit improvements and redevelopment priorities, and/ or delineated "Centers of Excellence" focused on attracting and expanding innovative business sectors.

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GRANTS & LOANS:

Various grant and loan programs may be used to achieve a range of community and economic development objectives, including jobs creation and training, green business practices, small business assistance, and commercial and residential property improvement. Low interest business and home improvement loans are especially common measures that support community revitalization. It is important that the City coordinate with State and Federal government to identify all available sources of program funding, and establish criteria for awarding loans and grants.



SMALL BUSINESS ASSISTANCE:

Local government should actively assist small business and micro-enterprise moving to or already located within Downtown through a managed program of financial, technical, and networking support services, including coordination with small business resources available through the State. The intent is to stimulate commercial revitalization and support entrepreneurial activity; for example, through low interest loans and grants that provide assistance for building construction and renovation.



INFRASTRUCTURE COST SHARING:

An effective local incentive involves public sector contribution to infrastructure costs associated with business relocation and development, for example, the sharing of costs for off-site improvements, utility hook-ups, and low-cost utility service. The provision of advanced telecommunications infrastructure is especially important to target business sectors, including the creative arts and high-tech industry.

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3 | ECONOMIC DEVELOPMENT PARTNERS



REGIONAL ECONOMIC DEVELOPMENT ORGANIZATIONS:

It is recommended that the City's Economic and Urban Development (EUD) Department take a leadership role in coordinating the efforts of regional and local business and economic development organizations on behalf of Downtown. A roundtable to periodically meet and address issues affecting Downtown's economic development should be considered; key organizations include the Nevada Governor's Office of Economic Development, Clark County Economic Development Corporation and Tourism Bureau (CCEDC), Las Vegas Global Economic Alliance (LGVEA), Las Vegas Metro Chamber of Commerce, and the Las Vegas Downtown Alliance (LVDA).



INSTITUTIONAL & NON-PROFIT PARTNERS:

Existing and prospective educational and cultural institutions are potential major players in Downtown's community and economic development. A number of these have been identified as catalysts and key contributors to the emergence of Downtown's envisioned "Centers of Excellence." Local CDC's are another candidate for redevelopment activity, especially within disadvantaged and economically challenged areas. Local government will need to both attract institutional and non-profit partners to Downtown locations, and coordinate with them on redevelopment endeavors, including catalytic and demonstration projects.



DOWNTOWN MANAGEMENT ORGANIZATION :

The proposed BID model incorporates a state-of-the-art Downtown Management Organization to provide advocacy and support for the area's economic development efforts. The intent is to represent property and business interests with one unified voice, functioning as a proponent for advantageous policy and public improvements, providing assistance with business recruitment and retention, and facilitating business networking and communications.

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DOWNTOWN PROJECT :

To date, the Downtown Project and its affiliates, including the seed investment fund VTF Capital, have invested in numerous Downtown businesses and development projects, including many small businesses and tech companies. It is expected that the Downtown Project will remain a major partner in Downtown's economic development, as its activities continue to increase capital investment, talent recruitment and recognition. It is imperative that local government, the proposed BID, and other key stakeholders collaborate with the Downtown Project to mutually reinforce like-minded goals and objectives, and propel implementation of the Master Plan to the benefit of the entire community.



INVESTMENT FUNDS :

Although primarily a private sector initiative, the public sector should explore opportunities to support the formation and activities of investor groups to fund economic growth and development. One approach is an Economic Development Capital Fund, essentially a local mutual fund for investing in Downtown; invested funds could accommodate diverse endeavors, ranging from seed capital for entrepreneurial business, to backing for building rehabilitation projects, to assistance with property assembly and redevelopment.



DEMONSTRATION PROJECTS :

The active pursuit of a limited number of demonstration projects is an effective initial step in the redevelopment process when resources are often limited, delivering near-term "wins" that telegraph success and stimulate further development. These projects are best effectuated through public-private partnerships or other joint venture arrangements with key economic development partners. As far as feasible, demonstration projects should be tied to strategic priorities, priority redevelopment sites and/or identified catalytic projects.

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4 | DOWNTOWN PROGRAMMING & MANAGEMENT



DOWNTOWN ADVOCACY:

The City must take the lead advocacy role by advancing Downtown priorities before regional, State, and Federal policy makers and government officials, and generally promoting and directing implementation of the Master Plan. A recommended measure is to establish a Steering Committee comprised of public, non-profit and institutional, and private sector stakeholders appointed by the City Council and Mayor to serve as proponents of the Master Plan, oversee and guide implementation, and refine priorities.



MARKETING & BRANDING CAMPAIGN:

It is vital that Downtown's economic development partners take advantage of cross-marketing opportunities and coordinate efforts to communicate the economic advantages of Downtown, in particular through a concerted marketing and branding campaign. The primary intent is to attract potential business and investors, and support the tourism sector. Pertinent activities include market research, brand development, and advertising and public relations; the City in cooperation with the proposed BID should take the lead in directing and managing this effort



EVENTS PROGRAMMING:

Downtown currently hosts a number of large celebrations and events, including "Life is Beautiful" and "Helldorado Days." Although quite popular, they are not always to the benefit of local business and residents. It is important that Downtown continue to offer a wide range of events, both large and small. However, the City in cooperation with the proposed BID should provide on-going management of events programming, working with the business community and residential neighborhoods to deliver the proper balance between major celebrations and local events that improve quality of life, such as job fairs and farmer's markets.

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RECOMMENDED DOWNTOWN BID OBJECTIVES

CREATE THE FOUNDATION FOR BUILDING A STATE-OF-THE ART DOWNTOWN MANAGEMENT ORGANIZATION THAT CAN REPRESENT PROPERTY AND BUSINESS INTERESTS WITH ONE UNIFIED VOICE.

DEVELOP A BID MODEL THAT CAN ACCOMMODATE BOTH DOWNTOWN-WIDE PRIORITIES (I.E. SAFETY, ECONOMIC DEVELOPMENT) AND OFFER FLEXIBILITY TO SUPPORT INDIVIDUAL SUB-DISTRICT EFFORTS THAT MAY INCLUDE MARKETING, SPECIAL EVENTS AND CAPITAL IMPROVEMENTS.

AVOID DUPLICATION WITH EXISTING ORGANIZATIONS.

PRICE BID PARTICIPATION OPTIONS AT REASONABLE RATES ACKNOWLEDGING LIMITS OF THE EXISTING DOWNTOWN MARKET, BUT CREATE FLEXIBILITY TO INCREASE BID INVESTMENTS AS DOWNTOWN EVOLVES AND MARKET CONDITIONS IMPROVE.

CONSIDER A BID (OR BIDS) AS A POTENTIAL SOURCE OF FUNDS TO HELP IMPLEMENT CAPITAL AND OTHER CONCEPTS ARISING FROM THE DOWNTOWN MASTER PLAN.

RECOMMENDED DOWNTOWN BID SERVICES

ADVOCATE ON BEHALF OF PROPERTY AND BUSINESS OWNERS TO ADVANCE POLICY RESPONSES THAT ARE ADVANTAGEOUS TO DOWNTOWN.

ADVANCE PUBLIC IMPROVEMENTS THAT CAN IMPROVE DOWNTOWN FOR A VARIETY OF INVESTMENT SECTORS, INCLUDING EFFORTS TO IMPROVE MOBILITY FOR ALL MODES.

COMPILE AND MAINTAIN UP-TO-DATE MARKET INFORMATION ON DOWNTOWN, INCLUDING A VARIETY OF INDICATORS THAT WILL BE OF INTEREST TO POTENTIAL INVESTORS AND COMMUNITY INFLUENCERS.

RECRUIT AND RETAIN NEW BUSINESSES WITH AN EMPHASIS ON LOCAL INDEPENDENT CONCEPTS AND NEW SERVICES THAT CAN SERVE DOWNTOWN'S RESIDENTIAL POPULATION, INCLUDING A GROCERY.

COMMUNICATE AND MARKET THE ECONOMIC BENEFITS OF DOWNTOWN THROUGH A VARIETY OF MEDIUMS.

ENHANCE COMMUNICATIONS BETWEEN ALL DOWNTOWN STAKEHOLDERS AND KEEP PROPERTY AND BUSINESS OWNERS INFORMED OF NEW PROJECTS AND POLICIES.

SPECIAL PROJECTS TO DEMONSTRATE HOW VARIOUS IMPROVEMENTS COULD BENEFIT DOWNTOWN, INCLUDING TEMPORARY "TACTICAL URBANISM" INSTALLATIONS AND EFFORTS TO IMPLEMENT CONCEPTS FROM THE DOWNTOWN MASTER PLAN.

WORK WITH THE CITY, COUNTY AND OTHER GOVERNMENTAL AGENCIES TO INCREASE RESOURCES AVAILABLE TO HELP TREAT, HOUSE AND OTHERWISE ASSIST STREET POPULATIONS.

HELP COORDINATE RESPONSES BETWEEN SOCIAL SERVICE AGENCIES TO MAXIMIZE THE EFFECTIVENESS OF EXISTING SERVICES FOR STREET POPULATIONS.

DRAFT

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2016-34 - For Possible Action - Authorizes the establishment and operation of an occasional program by which fines for qualifying parking infractions may be paid by means of the donation of food items or children's toys in lieu of the payment of money. Sponsored by: Councilman Bob Beers

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will authorize the establishment and operation of an occasional program by which fines for qualifying parking infractions may be paid by means of the donation of food items or children's toys in lieu of the payment of money. The bill authorizes the Parking Services Division to establish program details and limitations, subject to guidelines established in the bill.

RECOMMENDATION:
ADOPTION at the 6/15/2016 City Council Meeting pursuant to the 5/31/2016 Recommending Committee Meeting

First Reading – 5/4/2016; First Publication – 6/2/2016

BACKUP DOCUMENTATION:
Bill No. 2016-34

BILL NO. 2016-34

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE ESTABLISHMENT AND OPERATION OF AN OCCASIONAL PROGRAM BY WHICH FINES FOR QUALIFYING PARKING INFRACTIONS MAY BE PAID BY MEANS OF THE DONATION OF FOOD ITEMS OR CHILDREN'S TOYS IN LIEU OF THE PAYMENT OF MONEY, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Beers

Summary: Authorizes the establishment and operation of an occasional program by which fines for qualifying parking infractions may be paid by means of the donation of food items or children's toys in lieu of the payment of money.

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

SECTION 1: Title 11, Chapter 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 150, reading as follows:

11.10.150: (A) Notwithstanding the provisions of LVMC 11.10.140 or any other provision of this Chapter, the Parking Services Division, from time to time and upon authorization by the City Council pursuant to Subsection (B), may operate a temporary program by which fines for qualifying parking infractions may be paid by means of the donation of food items or children's toys in lieu of the payment of money. In order to satisfy the amount of the fine for any particular infraction, the food or toys donated must be of equal or greater value than the amount of the corresponding fine.

(B) A temporary program described in Subsection (A) may be authorized no more than twice per calendar year and must be approved in advance, as to both time period and duration, by the City Council. The Parking Services Division may establish such procedures and requirements regarding the program as may be desirable or appropriate, including without limitation a range of dates within which parking infractions must have been issued in order to be eligible and a time period within which donations in lieu of payment must be made. The determination of whether or not a particular parking infraction qualifies under the program, and the determination of the value of donations are completely within the

discretion of the Parking Services Division.

(C) For purposes of Subsection (A), "qualifying parking infraction" means any non-moving violation OTHER THAN the following:

(1) Parking at red curb – LVMC 11.52.030(A)(1)

(2) Parking vehicle facing traffic – LVMC 11.52.040(A)

(3) Parking over 18" from curb – LVMC 11.52.040(B)

(4) Blocking alley – LVMC 11.52.050

(5) No parking areas – LVMC 11.52.130(A)(1)

(6) Parking in fire lane – LVMC 11.52.130(A)(2)

(7) Traffic hazard – LVMC 11.52.130(A)(3)

(8) No stopping, standing or parking – LVMC 11.52.130(A)(3)

(9) Parking within 15' of a fire hydrant – LVMC 11.52.130(A)(4)

(10) Blocking sidewalk – LVMC 11.52.130(A)(6)

(11) Double parking – LVMC 11.52.130(A)(10)

(12) Parking within 15' of an intersection – LVMC 11.52.130(A)(11)

(13) Parking within 20' of a crosswalk – LVMC 11.52.130(A)(12)

(14) Parking within 30' of a stop/yield sign – LVMC 11.52.130(A)(13)

(15) Parking in bike lane – LVMC 11.52.130(A)(14)

(16) Blocking traffic lane – LVMC 11.52.130(A)(15)

(17) Handicap-related parking – LVMC 11.52.135 and 11.52.136

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections,

subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 3: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-19-16
_____
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 _____, 2016, 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 _____, 2016, 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
City Clerk

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2016-36 - For Possible Action - Annexation No. ANX-62383 - Property location: 6645 West El Campo Grande Avenue; Petitioned by: Michael A. Valente, predecessor-in-interest to current owner; Acreage: 1.50 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property located at 6645 West El Campo Grande Avenue. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (June 23, 2016) is set by this ordinance.

RECOMMENDATION:
ADOPTION at the 6/15/2016 City Council Meeting pursuant to the 5/31/2016 Recommending Committee Meeting

First Reading – 5/18/2016; First Publication – 6/2/2016

BACKUP DOCUMENTATION:
Bill No. 2016-36 and location map

BILL NO. 2016-36

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-62383)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described as located at 6645 West El Campo Grande Avenue.

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

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

> That portion of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 26, Township 19 South, Range 60 East, M.D.M., Clark County, Nevada, as described in Grand, Bargain, Sale Deed recorded in Book 20061031 as Instrument Number 02038 of Clark County Nevada records, together with the adjoining 30.00 foot south half street right of way of El Campo Grande Avenue described as follows:
>
> COMMENCING at the centerline intersection of El Campo Grande Avenue and Gilbert Lane; thence along the centerline of said El Campo Grande Avenue, South 88°30'26" East 50.39 feet to the beginning of a curve concave northwesterly having a radius of 1120.00 feet; thence northeasterly along said curve through a

central angle of 13°15'52" an arc length of 259.29 feet to the POINT OF BEGINNING; thence continuing northeasterly along said 1120.00 feet radius curve through a central angle of 0°33'03" an arc length of 10.77 feet; thence North 77°39'00" East 9.07 feet to a curve concave southeasterly having a radius of 745.00 feet; thence northeasterly along said curve through a central angle of 12°25'39" an arc length of 161.59 feet; thence departing said centerline along the radial line of said curve, South 00°04'39" West 30.00 feet to the south line of said El Campo Grande Avenue at the northeast corner of said Grand, Bargain, Sale Deed parcel; thence South 01°36'27" West 367.50 feet to the southeast corner of said parcel; thence North 81°55'18" West 173.71 feet to the southwest corner of said parcel; thence North 01°36'27" East 322.34 feet to the northwest corner of said parcel at the south line of said El Campo Grande Avenue; thence North 12°24'39" West 30.00 feet to the POINT OF BEGINNING.

BASIS OF BEARINGS: South 01°36'27" West being the east line of Grand, Bargain, Sale Deed parcel recorded in Book 20061031 as Instrument Number 02038 of Clark County Nevada records.

Prepared by:
Brian Yu, PLS
Dept. of Operations and Maintenance
Right-of-Way,
City of Las Vegas
333 N. Rancho Drive, 8th Floor
Las Vegas, NV 89106
byu@lasvegasnevada.gov

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

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

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

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

D. The City is eligible to annex the described territory because the present or previous landowners have signed a petition constituting one hundred percent (100%) of the owners

of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 23rd day of June, 2016, 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 23rd day of June, 2016, 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 23rd day of June, 2016.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

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

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-3-16
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 _____, 2016, 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 _____, 2016, 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": _____

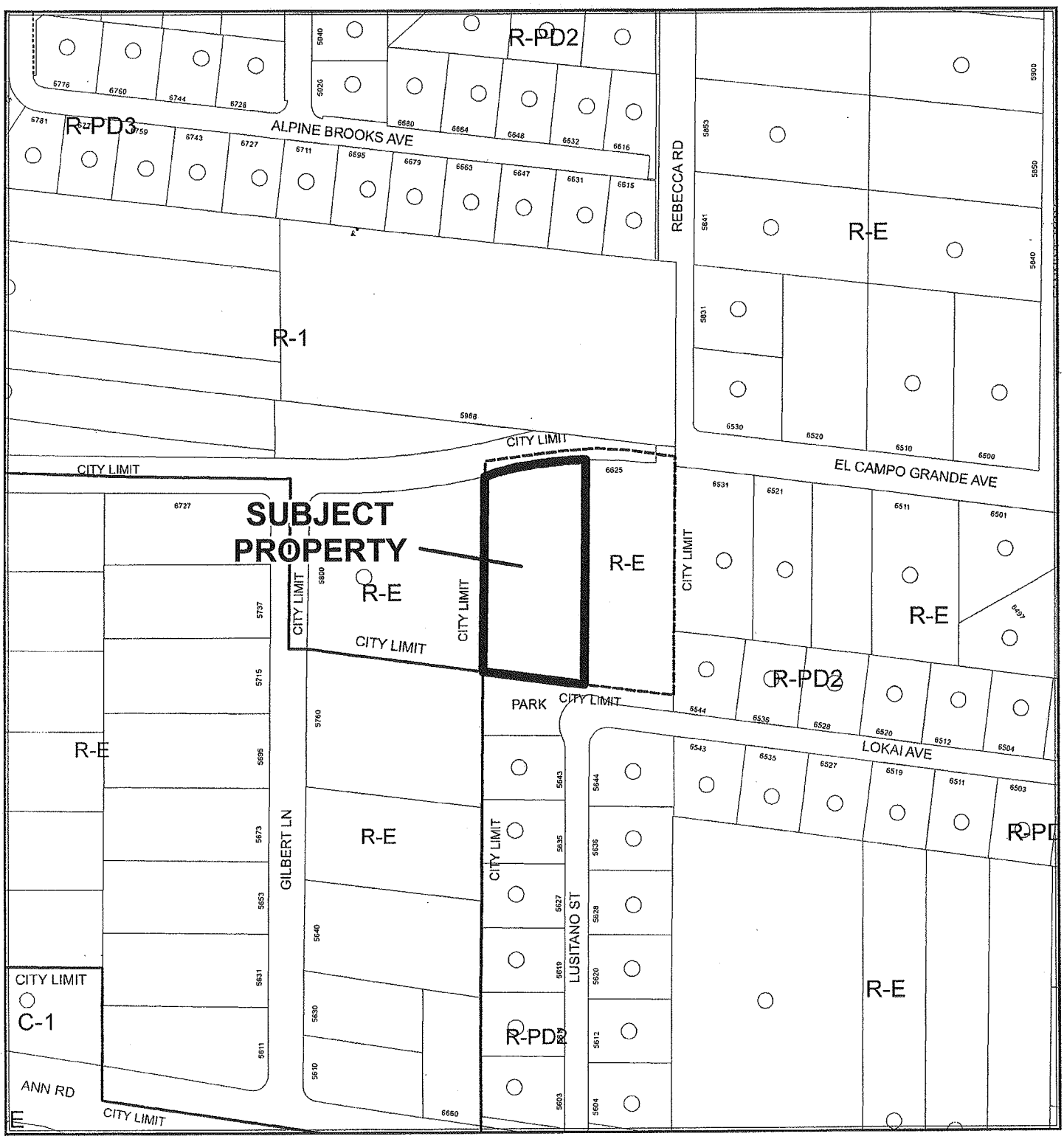
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-62383**

0 200 400 Feet

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City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2016-37 - For Possible Action - Annexation No. ANX-62386 - Property location: 4980 Ghost Dance Circle; Petitioned by: Corey and Mary Joyce Newcome; Acreage: 0.68 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property located at 4980 Ghost Dance Circle. The annexation is at the request of the property owners. The annexation process has now been completed in accordance with the NRS and the final date of annexation (June 23, 2016) is set by this ordinance.

RECOMMENDATION:
ADOPTION at the 6/15/2016 City Council Meeting pursuant to the 5/31/2016 Recommending Committee Meeting

First Reading – 5/18/2016; First Publication – 6/2/2016

BACKUP DOCUMENTATION:
Bill No. 2016-37 and location map

BILL NO. 2016-37

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-62386)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described as located at 4980 Ghost Dance Circle.

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

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

> That portion of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 31, Township 19 South, Range 60 East, M.D.M., Clark County, Nevada, as shown on Book 134 of Plats, Page 64 of Clark County Nevada records, being Lot 2 of said plat and including the adjoining 30.00 foot south half street right of way of La Madre Way and the adjoining west 40.00 feet half street right of way of Grand Canyon Drive together with the 20.00 feet radial corner described as follows:
>
> BEGINNING at the northeast corner of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section 31, said corner also being centerline intersection of La Madre Way (half street 30.00 foot wide) and Grand Canyon

Drive (half street 40.00 foot wide); thence along the centerline of said Grand Canyon Drive, South 00°00'44" East 199.79 feet; thence departing said centerline at a right angle, South 89°59'16" West 40.00 feet to the west line of said Grand Canyon Drive at the southeast corner of said Lot 2; thence along the south line of said Lot 2, South 88°38'10" West 140.92 feet to the southwest corner of said Lot 2; thence along the west line of said Lot 2 the following two courses: 1) North 00°00'13" East 15.57 feet, 2) North 21°37'44" East 166.44 feet to the northwest corner of said Lot 2 at the south line of said La Madre Way; thence North 01°22'26" West 30.00 feet to the centerline of said La Madre Way; thence along said centerline, North 88°37'34" East 120.25 feet to the POINT OF BEGINNING.

BASIS OF BEARINGS: North 88°37'34" East being the north line of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 31, Township 19 South, Range 60 East M.D.M. as shown on Book 134 of Plats, Page 64 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 23rd day of June, 2016, 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 23rd day of June, 2016, 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 23rd day of June, 2016.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

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

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-3-16
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 _____, 2016, 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 _____, 2016, 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": _____

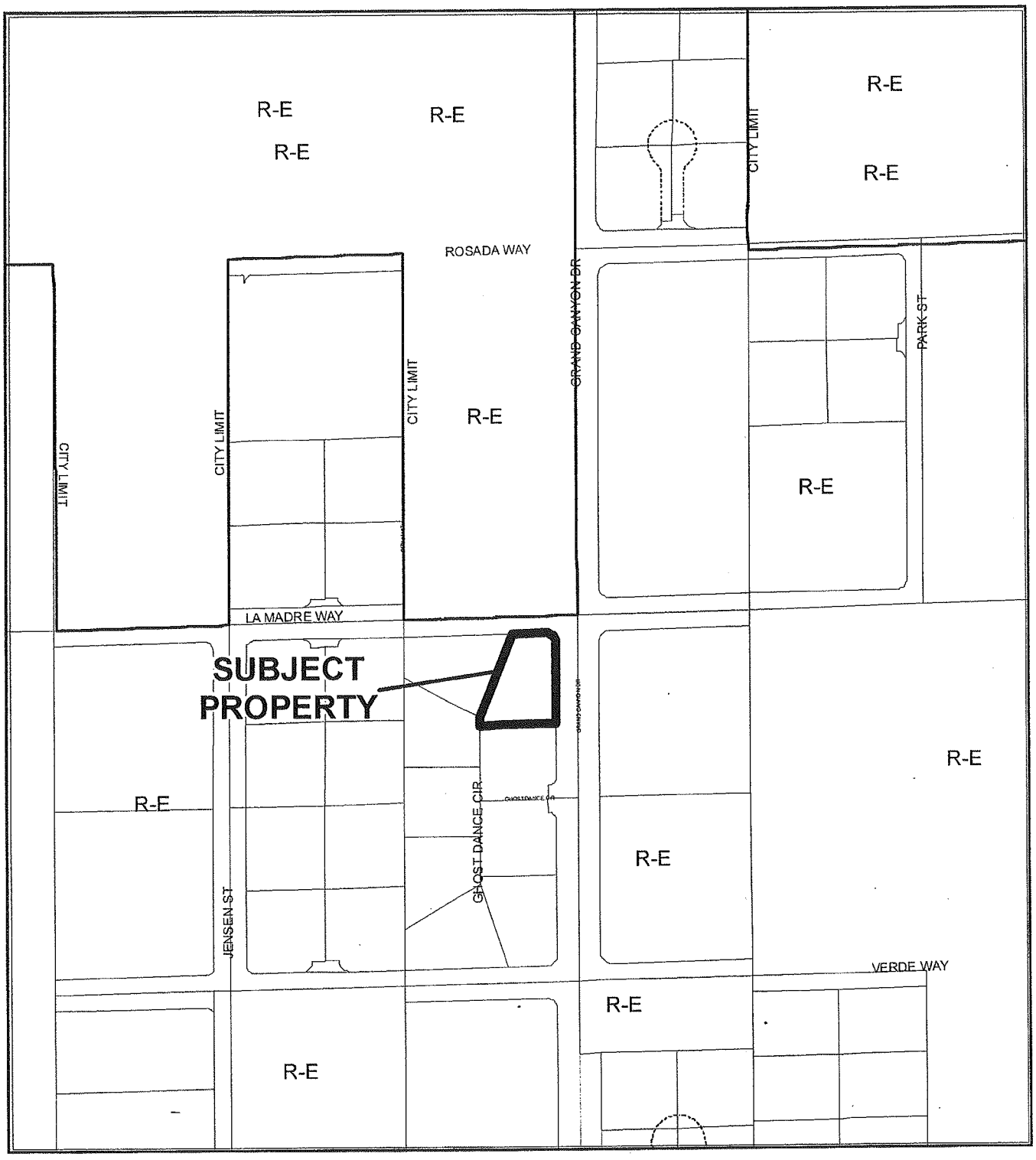
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-62386**

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2016-38 - For Possible Action - Annexation No. ANX-63179 - Property location: 5686 North Rainbow Boulevard; Petitioned by: Aqua Bamboo, LLC; Acreage: 0.95 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property located at 5686 North Rainbow Boulevard. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (June 24, 2016) is set by this ordinance.

RECOMMENDATION:
ADOPTION at the 6/15/2016 City Council Meeting pursuant to the 5/31/2016 Recommending Committee Meeting

First Reading – 5/18/2016; First Publication – 6/2/2016

BACKUP DOCUMENTATION:
Bill No. 2016-38 and location map

BILL NO. 2016-38

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-63179)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described as generally located at 5686 North Rainbow Boulevard.

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

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

> That portion of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 26, Township 19 South, Range 60 East, M.D.M. as shown on Rainbow Gardens Subdivision in Book 17 of Plats, Page 6 of Clark County Nevada records described as follows:
>
> Lot 12 in Block 1 of said Rainbow Gardens Subdivision, together with the adjoining 50.00 foot half street right of way of Rainbow Boulevard as shown by map thereof on file in Book 17 of Plats, Page 6 in the Office of the County Recorder of Clark County, Nevada.

SECTION 2: The City Council hereby determines that the described territory

meets the requirements provided by law for annexation to the City for the following reasons:

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

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

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

D. The City is eligible to annex the described territory because the 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 24th day of June, 2016, 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 24th day of June, 2016, 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 24th day of June, 2016.

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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-3-16
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 _____, 2016, 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 _____, 2016, 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": _____

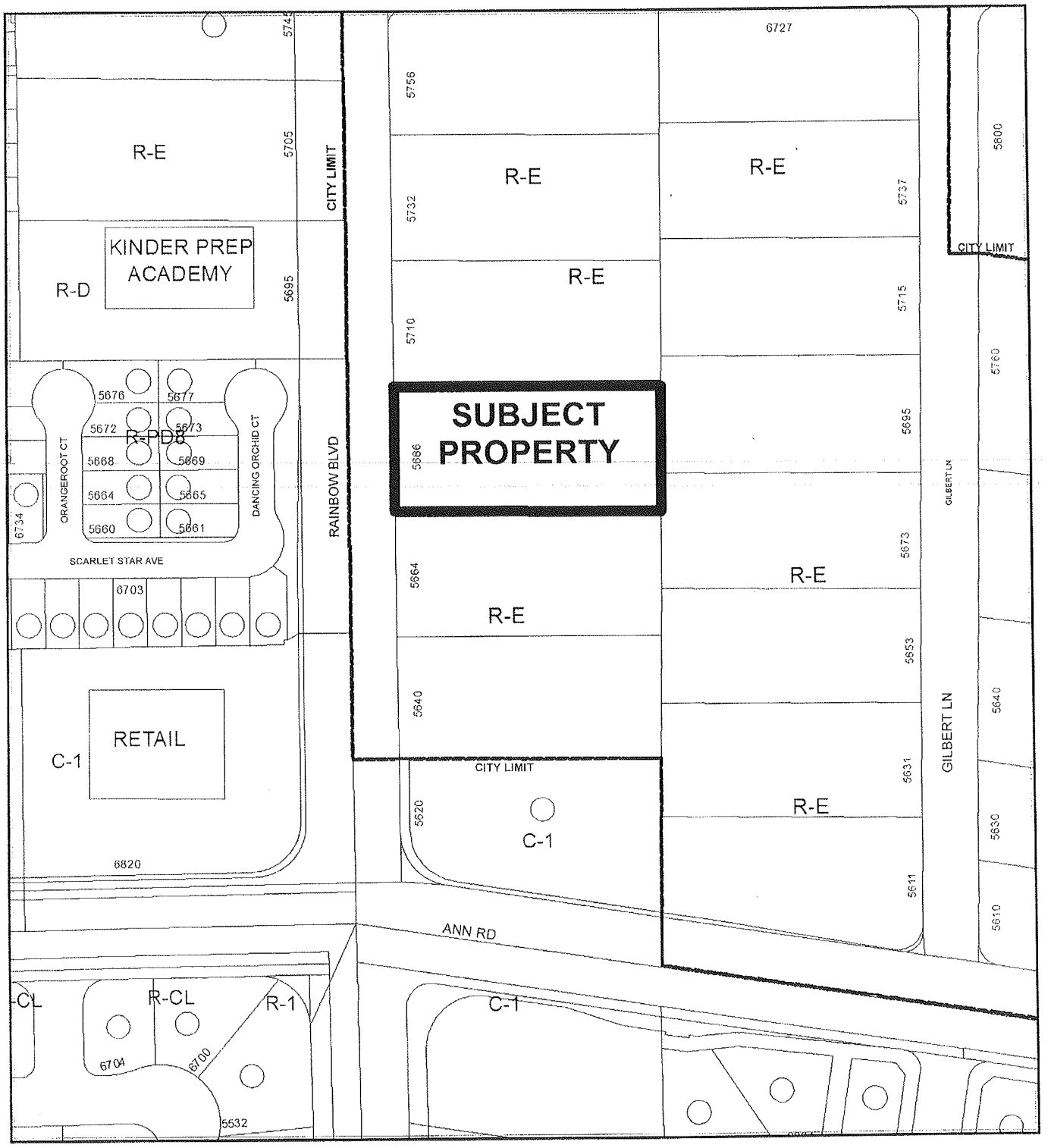
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-63179**

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2016-39 - For Possible Action - Annexation No. ANX-63953 - Property location: generally located on the north side of Craig Road, approximately 350 feet east of El Capitan Way; Owner: United States of America; Acreage: 2.58 acres; Zoned: R-E (County zoning), U (City equivalent). Sponsored by: Councilman Stavros S. Anthony

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located on the north side of Craig Road, approximately 350 feet east of El Capitan Way. The annexation parcel is owned by the United States of America. The annexation process has now been completed in accordance with the NRS and the final date of annexation (June 23, 2016) is set by this ordinance.

RECOMMENDATION:
ADOPTION at the 6/15/2016 City Council Meeting pursuant to the 5/31/2016 Recommending Committee Meeting

First Reading – 5/18/2016; First Publication – 6/2/2016

BACKUP DOCUMENTATION:
Bill No. 2016-39 and location map

BILL NO. 2016-39

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-63953)

Sponsored by: Councilman Stavros S. Anthony

Summary: Annexes property described as generally located on the north side of Craig Road, approximately 350 feet east of El Capitan Way.

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

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

> The Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 5, Township 20 South, Range 60 East, M.D.M, Clark County, Nevada.

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

A. The area to be annexed was contiguous to the City's boundaries at the time

the annexation proceedings were instituted;

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

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

D. The City is eligible to annex the described territory because the landowner has filed with the City a letter of nonobjection in lieu of an annexation petition.

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 23rd day of June, 2016, 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 23rd day of June, 2016, 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 23rd day of June, 2016.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as U (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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-3-16
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 _____, 2016, 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 _____, 2016, 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": _____

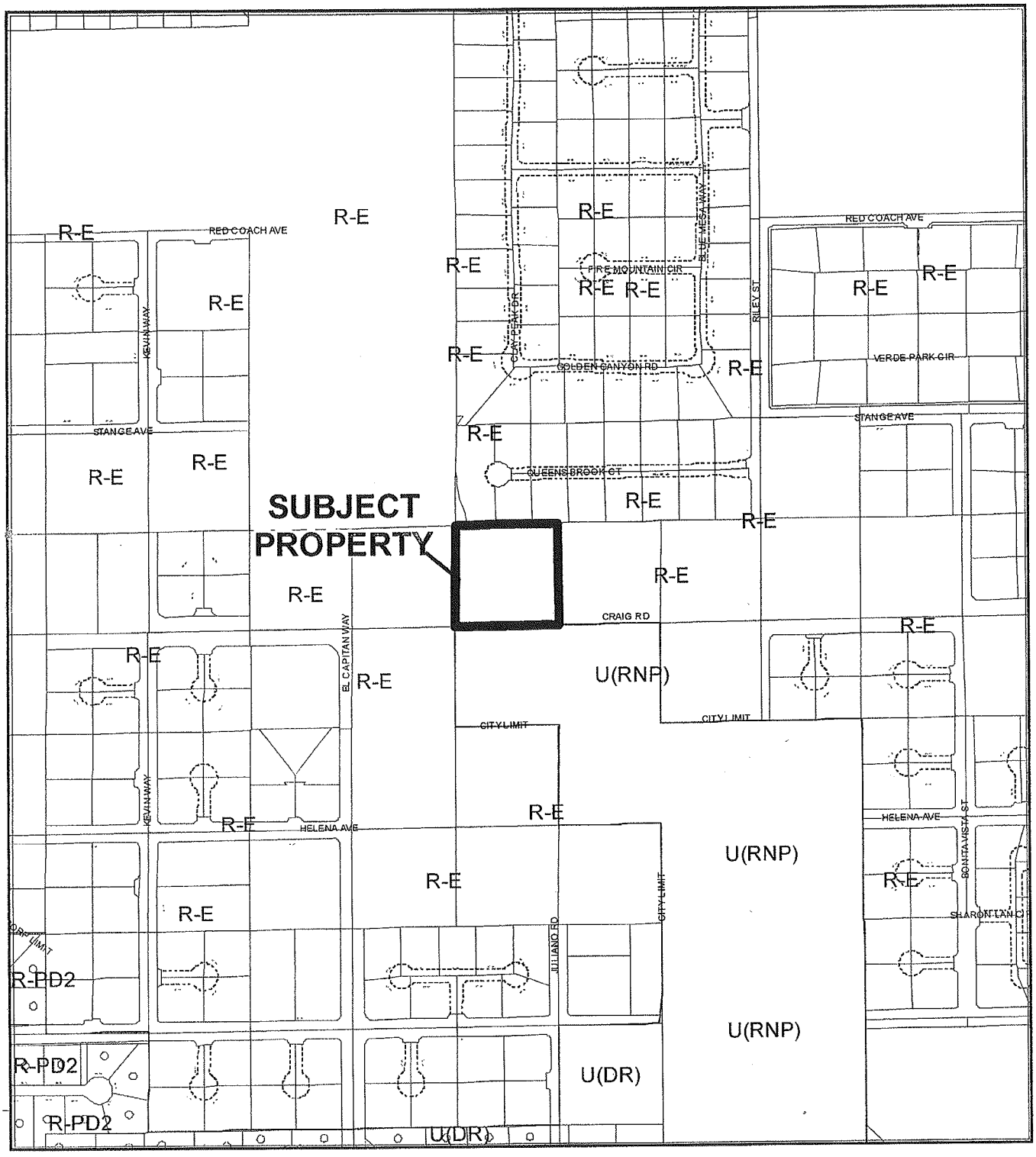
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-63953**

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City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2016-45 - For Possible Action - Amends Ordinance No. 6260 and authorizes a First Amendment to Continuing Covenant Agreement in connection with the outstanding City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Bonds (Additionally Secured by Pledged Revenues), Series 2013 in the amount of $30,025,000.
Proposed by: Venetta Appleyard, Director of Finance

Fiscal Impact

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

PURPOSE/BACKGROUND:
Sections 12.04 through 12.06 of Ordinance No. 6260, pertaining to the above-referenced bonds, provide for modifications, amendments or supplements with the consent of the bond purchaser. The purchaser, Banc of America Preferred Funding Corporation, has agreed to make such an amendment pursuant to the provisions of this Ordinance. The modification extends the bond terms and provisions for three years, to a new date of July 1, 2019.

RECOMMENDATION:
Bill is being heard at the June 13, 2016 Recommending Committee Meeting and is eligible for adoption on this June 15, 2016 City Council Meeting.

First Reading – 6/1/2016 First Publication – 6/2/2016

BACKUP DOCUMENTATION:
Bill No. 2016-45

Summary - an ordinance amending Ordinance No. 6260 and authorizing a First Amendment to Continuing Covenant Agreement in connection with the outstanding City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2013.

BILL NO. 2016-45

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 6260 AND AUTHORIZING A FIRST AMENDMENT TO CONTINUING COVENANT AGREEMENT IN CONNECTION WITH THE OUTSTANDING "CITY OF LAS VEGAS, NEVADA, GENERAL OBLIGATION (LIMITED TAX) ADJUSTABLE RATE VARIOUS PURPOSE REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2013"; AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO CONTINUING COVENANT AGREEMENT; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the City of Las Vegas in the County of Clark and State of Nevada (the "City," the "County" and the "State," respectively) is a political subdivision of the State duly organized and operating as a city under the provisions of Nevada Revised Statutes ("NRS") chapter 268 and an act entitled "AN ACT incorporating the City of Las Vegas in Clark County, Nevada, under a charter; defining the boundaries thereof; and providing other matters properly relating thereto," cited as chapter 517, Statutes of Nevada, 1983, as amended (the "Charter"); and

WHEREAS, pursuant to the Charter, pursuant to NRS 268.672 through 268.740, inclusive (the "City Bond Law"), and pursuant to chapter 350 of NRS and all laws amendatory thereof which includes the Local Government Securities Laws, being NRS 350.500 through 350.720, and all laws amendatory thereof (the "Bond Act"), the City has previously issued its City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Bonds (Additionally Secured by Pledged Revenues), Series 2013 (the "Bonds") pursuant to Ordinance No. 6260 adopted by the City Council on July 24, 2013 (the "2013 Ordinance") and a Continuing Covenant Agreement dated as of July 1, 2013 (the "2013 Continuing Covenant Agreement") between the City and Banc of America Preferred Funding Corporation (the "Purchaser"); and

WHEREAS, the City has determined and hereby determines that it is necessary and in the best interests of the City and its citizens to amend the 2013 Ordinance to extend the terms and provisions of the Bonds and to amend the Continuing Covenant Agreement pursuant to a First Amendment to Continuing Covenant Agreement between the City and the Purchaser (the "First Amendment" and as such First Amendment amends the 2013 Continuing Covenant Agreement, the "Continuing Covenant Agreement"); and

WHEREAS, there remain unpaid and outstanding certain bonds and obligations previously issued by the City designated as:

a. "City of Las Vegas, Nevada General Obligation (Limited Tax) Taxable Various Purpose Bonds (Additionally Secured by Pledged Revenues), Series 2006A" (the "2006A Bonds"),

b. the "City of Las Vegas, Nevada General Obligation (Limited Tax) Tax-Exempt Various Purpose Bonds (Additionally Secured by Pledged Revenues), Series 2006B" (the "2006B Bonds"),

c. the 2013 Bonds and certain obligations related to the 2013 Bonds pursuant to the 2013 Continuing Covenant Agreement,

d. the "City of Las Vegas of its General Obligation (Limited Tax) Parking Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2014B" (the "2014 Bonds"),

e. the City of Las Vegas, Nevada, General Obligation (Limited Tax) Taxable Various Purpose Bonds (Additionally Secured by Pledged Revenues), Series 2015B (the "2015B Bonds"), and

f. the City of Las Vegas of its General Obligation (Limited Tax) City Hall Bonds (Additionally Secured by Pledged Revenues), Series 2015C (the "2015C Bonds");

g. the City of Las Vegas of its General Obligation (Limited Tax) Various Purpose Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016B (the "2016B Bonds")

which 2005 Bonds, 2006A Bonds, 2006B Bonds, , the 2014 Bonds, the 2015B Bonds, the 2015C Bonds and the 2016B Bonds (collectively, the "Prior Bonds") are secured by a lien on the Sales Tax Revenues which is on a parity with the lien thereon of the bonds (the "Bonds") authorized to be issued by the 2013 Ordinance and the "City of Las Vegas, Nevada General Obligation (Limited Tax) Golf Course Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2013B (Taxable)" (the "2013 Golf Course Bonds"), which 2013 Golf Course Bonds are secured by a lien on the Pledged Revenues which is subordinate to the lien thereon of the Prior Bonds and the Bonds; and

WHEREAS, there are no outstanding obligations other than the Bonds, the obligations under the 2013 Continuing Covenant Agreement, the Prior Bonds and the 2013 Golf Course Bonds which are secured in whole or in part by the Pledged Revenues; and

WHEREAS, the City has never pledged nor in any way hypothecated the Pledged Revenues to the payment of any bonds, other than the Bonds, the obligations under the 2013 Continuing Covenant Agreement, the Prior Bonds and the 2013 Golf Course Bonds, or for any other purpose; and

WHEREAS, the City has determined and hereby determines that it is necessary and in the best interests of the City and its citizens to amend the 2013 Ordinance as set forth in this amending ordinance (the "Amendment Ordinance") and enter into the First Amendment; and

WHEREAS, Section 12.04 of the 2013 Ordinance provides that the 2013 Ordinance may be modified or amended by supplemental agreement with the consent of the Purchaser (as defined in the 2013 Ordinance); and

WHEREAS, the Purchaser has agreed to make such amendment pursuant to the provisions of this Amendment Ordinance; and

WHEREAS, there have been filed with the City Clerk the form of the First Amendment; and

WHEREAS, the Council has found and determined and hereby declares:

A. It is necessary and for the best interests of the City to amend the 2013 Ordinance and the Bonds issued thereunder and enter into the First Amendment;

B. Each of the limitations and other conditions to the issuance of the Bonds in the Charter, the Project Act, the Bond Act (as defined herein), the Supplemental Bond Act, and in any other relevant act of the State or the Federal Government, has been met; and pursuant to Section 350.708, Bond Act, this determination of the Council that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion; and

C. The procedure specified herein for determining the rate or rates of interest is reasonable under existing or anticipated conditions in the market and is necessary and advisable for marketing the Bonds. These findings are conclusive in accordance with the provisions of NRS Section 350.5835.

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

Section 1. **Amendment of 2013 Ordinance.** The 2013 Ordinance is hereby amended and restated in its entirety as follows. New matter is indicated in bolded italics, except for the italicized language that appears on Page I-2-9, which appeared in italics in the 2013 ordinance and remains unchanged. Matter to be omitted is enclosed in brackets, except for the bracketed language on Page 85, which performs a different function, and the bracketed language on Pages I-1-8, I-1-9 and I-2-11, which appeared in brackets in the 2013 Ordinance and remains unchanged.

ARTICLE I
DEFINITIONS; INTERPRETATION

Section 1.01 **Short Title; Certain Defined Terms.** This ordinance shall be known as and may be designated by the short title "2013 ***Amended*** Various Purpose Refunding Bond Ordinance" (this "Ordinance"). The terms defined in this Article I shall, for all purposes of this Ordinance, have the meanings specified in this Section 1.01 unless the context clearly requires otherwise.

"Account" means any account established pursuant to this Ordinance.

"Adjustable Interest Rate" means a rate of interest payable with respect to any Series 2013 Bonds, prior to the Fixed Rate Date for such Series 2013 Bonds, determined pursuant to Section 2.02 hereof.

"Alternate Credit Facility" means, collectively, the irrevocable letters of credit and related reimbursement agreements, lines of credit, standby bond purchase agreements or similar agreements providing for the purchase of all or a portion of the Series 2013 Bonds, if applicable and the payment of principal and redemption price of and interest on the Series 2013 Bonds, and including any renewal or extension of the term thereof, as each such agreement may be amended, supplemented or otherwise modified from time to time, issued and delivered to the Paying Agent in accordance with Section 8.02.

"Amended Closing Date" means the later of date of delivery of the First Amendment and the effective date of the Amendment Ordinance.

"Amendment Ordinance" means this ordinance which amends the 2013 Ordinance.

"Amortization End Date" has the meaning set forth in the applicable Continuing Covenant Agreement.

"Amortization Interest Payment Date" means the first Business Day of each calendar month.

"Amortization Period" means, in the event the Series 2013 Bonds are not purchased or remarketed on the Initial Special Purchase Date or a later Special Purchase Date and all Amortization Requirements are satisfied, the period commencing on the Initial Special Purchase Date or a later Special Purchase Date, as the case may be, and ending on the first to occur of (i) the Amortization End Date, (ii) the immediately succeeding Conversion Date, and (iii) the date of redemption, payment or defeasance in full of the Series 2013 Bonds.

"Amortization Requirements" has the meaning set forth in Section 5.01(f)(ii) of this Ordinance.

"Applicable Factor" means (i) during the Initial Period, 70% and (ii) during any other Index Interest Rate Period, 70%, or, with a Favorable Opinion of Bond Counsel, such other percentage as may be designated in writing by the Market Agent as the Applicable Factor for such Index Interest Rate Period pursuant to Section 2.02(a)(i)(E)(9) of this Ordinance.

"Applicable Spread" means, (a) during the Initial Period, a rate per annum associated with the Level corresponding to the applicable long term unenhanced debt rating assigned by any of Moody's[, Fitch] or S&P to any Parity Securities (each, a "Rating"), as specified below.

LEVEL	MOODY'S RATING	S&P RATING	[FITCH RATING]	APPLICABLE SPREAD
Level 1	Aa3 or above	AA- or above	[AA- or above]	0.***590***[425]%
Level 2	A1	A+	[A+]	0.***690***[575]%
Level 3	A2	A	[A]	0.***840***[725]%
Level 4	A3	A-	[A-]	0.***990***[875]%
Level 5	Baa1	BBB+	[BBB+]	1.***140***[025]%

LEVEL	MOODY'S RATING	S&P RATING	[FITCH RATING]	APPLICABLE SPREAD
Level 6	Baa2	BBB	[BBB]	1.***290***[175]%

In the case of a split Rating or differing Ratings as between and among the Rating Agencies, the Rating corresponding to the highest numbered Level set forth above and corresponding to the lowest Rating shall apply for all purposes of determining the Applicable Spread. Any change in the Applicable Spread resulting from a change in a Rating shall apply to the LIBOR Index Reset Date or the SIFMA Index Reset Date, as applicable, next succeeding the date on which the change occurs. References to Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system, the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system that most closely approximates the applicable rating category as currently in effect. The City acknowledges that as of the Closing Date the Applicable Spread is that specified above for Level 1. ***The City acknowledges that as of the Amended Closing Date the Applicable Spread is that specified above for Level 1.***

(b) During any Index Interest Rate Period other than the Initial Period, the Applicable Spread shall be the number of basis points determined by the Market Agent on or before the first day of such Index Interest Rate Period and designated by the City in accordance with Section 2.02(a)(i)(E)(9) of this Ordinance (which shall include a schedule for the Applicable Spread based upon the ratings assigned to the long term, unenhanced Parity Securities as described in subparagraph (a) in this definition) that, when added to the SIFMA Index or the product of the LIBOR Index multiplied by the Applicable Factor, as applicable, would equal the minimum interest rate per annum that would enable the Series 2013 Bonds to be sold on such date at a price equal to the principal amount thereof (without regard to accrued interest, if any, thereon).

"Authorized Denominations" means (a) with respect to any Series 2013 Bonds subject to the Long Rate or the Fixed Interest Rate, $5,000 and any integral multiple thereof, and (b) with respect to any Series 2013 Bonds subject to the Daily Rate, Weekly Rate, Bond Interest Term Rate or Index Interest Rate, $100,000 and any integral multiple of $5,000 in excess thereof.

"Authorized City Representative" means the Mayor, the Chief Financial Officer, the Treasurer and any other officer of the City authorized to act on behalf of the City pursuant to this Ordinance.

"Available Commitment" has the meaning provided in the applicable Credit Facility.

"Beneficial Owner" means, whenever used with respect to a Series 2013 Bond, the person in whose name such Series 2013 Bond is recorded as the beneficial owner of such Series 2013 Bond by a Participant on the records of such Participant or such person's subrogee.

"**Bond Act**" means NRS Sections 350.500 through 350.720, and all laws amendatory thereof, designated in Section 350.500 thereof as the Local Government Securities Law.

"Bond Counsel" means a firm of attorneys nationally recognized as experts in the area of municipal finance who are familiar with the transactions contemplated under this Ordinance and acceptable to the City.

"Bond Fund" means the special account designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds, Series 2013, Pledged Revenues, Interest and Principal Retirement Fund," created in Section 9.10 hereof, and required to be accumulated and maintained in Section 9.10 hereof which shall be held separate and apart from the Income Fund.

"Bond Interest Term" means, with respect to any Series 2013 Bond, each period established in accordance with Section 2.02(a)(i)(C)(1) hereof during which such Series 2013 Bond shall bear interest at a Bond Interest Term Rate.

"Bond Interest Term Rates" means, with respect to each Series 2013 Bond, a term, non-variable interest rate on such Series 2013 Bond established periodically in accordance with Section 2.02(a)(i)(C)(1) hereof.

"Bond Requirements" means the principal of, any redemption premiums due in connection with, and the interest on the Bonds and any additional bonds or other additional securities payable from the Pledged Revenues and hereafter issued, including the obligation to reimburse a Credit Provider for draws made under a Credit Facility, or such part of such securities or such other securities relating to the Project as may be designated, as such principal, premiums and interest become due at maturity or on a Redemption Date designated in a mandatory redemption schedule, in a notice of prior redemption, or otherwise.

"**Bonds**" or the "**Series 2013 Bonds**" means the securities issued hereunder and designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2013" and includes Provider Bonds.

"Book-Entry Bonds" means the Series 2013 Bonds held by DTC (or its nominee) as the Owner thereof pursuant to the terms and provisions of Section 3.01 hereof.

"**Budget Act**" means NRS Sections 354.470 to 354.626, inclusive, and all laws amendatory thereof, designated in Section 354.470 thereof as the Local Government Budget Act.

"Business Day" means a day (a) other than a day on which banks located in the City of New York, New York or the cities in which the respective principal offices of the Fiscal Agent, the Paying Agent, the applicable Remarketing Agent, the Calculation Agent or the city in which the offices of the Credit Provider at which demands for payment under the applicable Credit Facility are to be honored are located, are required or authorized by law or executive order to close, and (b) on which the New York Stock Exchange is open.

"Calculation Agent" means, during the Initial Period, Bank of America, N.A., and thereafter means any other Person appointed by the Chief Financial Officer on behalf of the City, with the consent of the Purchaser which consent shall not be unreasonably withheld, to serve as Calculation Agent for the Series 2013 Bonds.

"City" means the City of Las Vegas in the County of Clark in the State of Nevada, and constituting a political subdivision thereof, or any successor municipal corporation.

"City Clerk" means the de jure or de facto city clerk of the City and designated as such by the City, or his or her successor in functions, if any.

"**City Treasurer**" means the de jure or de facto city treasurer of the City and designated as such by the City.

"Closing Date" means the date of delivery of the Series 2013 Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations applicable thereto or issued thereunder or any successor statute thereto.

"**Combined Maximum Annual Principal and Interest Requirements**" means the greatest of the annual principal and interest requirements to be paid during any Bond Year for the period beginning with the Bond Year in which such computation is made and ending with the Bond Year in which any bond last becomes due at maturity or on a Redemption Date on which any bond thereafter maturing is called for prior redemption. If any outstanding bonds are subject to variable interest rates, for the purpose of such computation, such interest rates shall be estimated by an Independent Accountant, an independent feasibility consultant or the Chief Financial Officer and the rate so estimated shall be used for the purpose of such computation. Any such computation shall be adjusted as provided in Section 11.03(c) hereof, and shall be made by an Independent Accountant, an independent feasibility consultant or the Chief Financial Officer if expressly so required.

"Commitment Period" shall have the meaning set forth for such term in the applicable Credit Facility.

"Computation Date" means (i) during each SIFMA Index Rate Period, Wednesday of each week, or if any Wednesday is not a Business Day, the next preceding Business Day, and (ii) during each LIBOR Index Rate Period, the second London Business Day preceding each LIBOR Index Reset Date.

"Continuing Covenant Agreement" means, (i) during the Initial Period, the Continuing Covenant Agreement dated as of July 1, 2013, between the City and the initial Purchaser, as the same may be amended, supplemented, restated or otherwise modified from time to time, and (ii) during any Index Interest Rate Period other than the Initial Period, means any agreement between the City and the Purchaser which may be designated as the Continuing Covenant Agreement.

"Conversion Date" means the effective date of any conversion from time to time in accordance with the terms of Section 2.02 hereof from one Interest Mode to another.

"Corporate Trust Office" means with respect to the initial Paying Agent its corporate trust office situated in Los Angeles, California. The Paying Agent may hereafter designate alternate Corporate Trust Offices and any successor Paying Agent shall designate its Corporate Trust Office by written notice delivered to the Notice Parties; provided, however, that with respect to tenders and payment at maturity of the Series 2013 Bonds, the Corporate Trust Office shall be located in Los Angeles, California.

"**Cost of the Project**" means all or any part of the cost of the Project designated by the City, which cost, at the option of the City, except as limited by law, may include all or any part of the incidental costs relating to the Project, including, without limitation:

(a) Preliminary expenses advanced by the City from funds available for use therefor or from any other source, or advanced with the approval of the City from funds available therefor or from any other source by the State, the Federal Government, or by any other Person with the approval of the City (or any combination thereof);

(b) The costs of appraising, printing, estimates, advice, of engineers, architects, accountants, financial consultants, attorneys at law, clerical help, or other agents or employees;

(c) The costs of making, publishing, posting, mailing and otherwise giving any notice in connection with the Project, the filing or recordation of instruments, the taking of options, the issuance of the Bonds and any other securities relating to the Project, and bank fees and expenses;

(d) The costs of contingencies;

(e) The costs of the capitalization with the proceeds of the Bonds of any interest on the bonds or other securities for any period not exceeding the period estimated by the City to effect the Project plus one year, of any discount on the bonds or other securities, and of any reserves for the payment of the principal of and interest on the Bonds or other securities, of any replacement expenses, and of any other cost of the issuance of the Bonds or other securities relating to the Project;

(f) The costs of amending any ordinance, resolution or other instrument authorizing the issuance of or otherwise relating to the Outstanding Bonds or other securities relating to the Project;

(g) The costs of funding any emergency loans, construction loans and other temporary loans of not exceeding 5 years relating to the Project and of the incidental expenses incurred in connection with such loans;

(h) The costs of any properties, rights, easements or other interests in properties, or any licenses, privileges, agreements and franchises;

(i) All other expenses necessary or desirable and relating to the Project, as estimated or otherwise ascertained by the City.

"Costs of Issuance Fund" means the Fund so designated and established in Section 9.01 hereof.

"Credit Facility" means an instrument or instruments such as an irrevocable letter of credit, a standby purchase agreement, a guaranty, an insurance policy, a surety bond or a committed line of credit issued by one or more financial institutions, including any amendments

or extensions to existing instrument or instruments supporting the liquidity of any Outstanding Series 2013 Bonds and/or the payment of principal, interest and redemption price of Outstanding Series 2013 Bonds, as the same may be amended or supplemented from time to time, and upon the issuance of any Alternate Credit Facility for any Series 2013 Bonds, such Alternate Credit Facility.

"Credit Facility Obligations" means repayment or other obligations incurred by the City in respect of draws or other payments or disbursements made under a Credit Facility, excluding all Security Instrument Costs and Security Instrument Repayment Obligations under a Credit Facility or a Continuing Covenant Agreement.

"Credit Provider" means any issuer of a Credit Facility with respect to Series 2013 Bonds, or any issuer of an Alternate Credit Facility with respect to Series 2013 Bonds.

"Daily Mode" means an Interest Mode in which the interest rate payable with respect to any Series 2013 Bonds is determined daily by the applicable Remarketing Agent pursuant to Section 2.02(a)(i)(A) hereof.

"Daily Rate" means a rate of interest payable with respect to any Series 2013 Bonds in a Daily Mode, established by the applicable Remarketing Agent in accordance with Section 2.02(a)(i)(A)(1) hereof.

"Daily Rate Period" means each period during which a Daily Rate for any Series 2013 Bonds is in effect.

"Debt Service Fund" means the fund so designated and established in Section 6.01(b)(ii) hereof.

"Default Rate" shall have the meaning assigned to such term in the Continuing Covenant Agreement.

"Defeasance Securities" means (a) Federal Securities which are not callable for redemption prior to their maturity by any Person other than the owner thereof and (b) other investments permitted under the laws of the State (i) which either are not callable for redemption prior to their maturity by any Person other than the owner thereof or for which an option to redeem prior to maturity has previously been irrevocably exercised (or an irrevocable covenant to exercise such option has previously been made by the Person entitled to exercise such option) and the redemption date of such securities has thereby been irrevocably fixed prior to the use of any such securities as Defeasance Securities, or (ii) which at the time of their initial use as Defeasance Securities are rated in the highest generic rating category by the Rating Agencies.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Eligible Account" means an account that is either (a) maintained with a federal or state-chartered depository institution or trust company that has a S&P's short-term debt rating of at least "A-2" (or, if no short-term debt rating, a long-term debt rating of "BBB+"); or (b) maintained with the corporate trust department of a federal depository institution or state-

chartered depository institution subject to regulations regarding fiduciary funds on deposit similar to Title 12 of the U.S. Code of Federal Regulation Section 9.10(b), which, in either case, has corporate trust powers and is acting in its fiduciary capacity.

"Eligible Bonds" means any Outstanding Series 2013 Bonds other than Outstanding Series 2013 Bonds owned by or on behalf of the City, Provider Bonds or Series 2013 Bonds in a Long Mode or bearing a Fixed Interest Rate except as may be otherwise provided in an amendment to the applicable Credit Facility or an applicable Alternate Credit Facility.

"Event of Default" means an "Event of Default" under any Credit Facility then in effect provided that the Credit Provider has not failed to honor a properly presented and conforming drawing thereunder or is not then in default under any Credit Facility.

"Favorable Opinion of Bond Counsel" means, with respect to any action the occurrence of which requires such an opinion, an unqualified opinion of Bond Counsel to the effect that such action is authorized and permitted under this Ordinance, complies with this Ordinance and will not impair the exclusion of interest of Series 2013 Bonds from gross income for purposes of Federal income taxation or the exemption of interest of Series 2013 Bonds from personal income taxation under the laws of the State (subject to the inclusion of any exceptions contained in the opinion delivered upon original issuance of the Series 2013 Bonds).

"Federal Securities" means bills, certificates of indebtedness, notes, bonds or similar securities which are direct obligations of, or the principal and interest of which securities are unconditionally guaranteed by, the United States.

"Fiscal Agent" means the Treasurer of the City.

"Fiscal Year" means the period of time beginning on July 1 of each given year and ending on June 30 of the immediately subsequent year, or such other period as the City designates as its fiscal year; but if the Nevada legislature changes the statutory fiscal year relating to the City, the Fiscal Year shall conform to such modified statutory fiscal year from the time of each such modification, if any.

["Fitch" means Fitch, Inc., and its successors and assigns and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized rating agency designated by the City.]

"Fixed Interest Rate" means an annual rate of interest payable with respect to the Series 2013 Bonds from and after the Fixed Rate Date upon conversion to a Fixed Interest Rate, established by the applicable Remarketing Agent pursuant to Section 2.04 hereof.

"Fixed Rate Date" means, with respect to any Series 2013 Bonds, the date on which the annual rate of interest with respect to such Series 2013 Bonds becomes fixed and determined for the remainder of the term of any Series 2013 Bonds pursuant to the terms of Section 2.04 hereof.

"Fund" means any fund established pursuant to this Ordinance.

"**General Tax Interest Fund**" means the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds, Series 2013, General Tax Interest Fund," created in Section 10.01 hereof.

"**General Tax Principal Fund**" means the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds, Series 2013, General Tax Principal Fund," created in Section 10.01 hereof.

"**General Taxes**" or "**Taxes**" means general (ad valorem) taxes levied by the City against all taxable property within the boundaries of the City (unless otherwise qualified).

"Holder" or **"Owner"** means the registered owner of any Series 2013 Bonds as indicated in the register maintained under Section 3.03 hereof; provided that if such Bond is a Book-Entry Bond, "Holder" or "Owner" shall mean the beneficial owner of such Bond.

"**Income Fund**" means the special account designated as the "City of Las Vegas, Nevada, SCCRT Pledged Revenues Income Fund, Series 1993" created in Section 602 of the ordinance authorizing the issuance of the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Multifamily Housing Bonds (Additional Secured by Pledged Revenues), Series November 1, 1993" (the "1993 Bonds") and continued herein which shall be held separate and apart from the Bond Fund.

"**Independent Accountant**" means any certified public accountant, or any firm of certified public accountants, duly licensed to practice and practicing as such under the laws of the State, as from time to time appointed and compensated by the City:

(a) Who or which is, in fact, independent and not under the domination of the City;

(b) Who or which does not have any substantial interest, direct or indirect, with the City, and

(c) Who or which is not connected with the City as an officer or employee thereof, but who may be regularly retained to make annual or similar audits of any books or records of the City.

"Index Interest Rate" means each of the LIBOR Index Rate, the SIFMA Index Rate, the Default Rate, the Taxable Rate, the Maximum Interest Rate and the Purchaser Rate, as applicable.

"Index Interest Rate Period" means any period during which the Series 2013 Bonds bear interest at an Index Interest Rate.

"Information Services" means the Municipal Securities Rulemaking Board method of filing electronically via its Electronic Municipal Market Access (EMMA) system available on the Internet at http://emma.msrb.org or any successor method of the Municipal Securities Rulemaking Board or any successor entity thereto.

"Initial Special Purchase Date" means July 1, 2016. ***After the Amended Closing Date, references herein to the Initial Special Purchase Date shall mean July 1, 2019.***

"Initial Period" means the initial Index Interest Rate Period commencing on the Closing Date and ending on the first to occur of (i) the Initial Special Purchase Date, (ii) the Conversion Date next succeeding the Closing Date (provided that the Purchaser shall have consented thereto in writing), (iii) the maturity date for the Series 2013 Bonds and (iv) any Special Purchase Date or mandatory redemption date; provided, however, in the event the Series 2013 Bonds are not purchased or remarketed on the Initial Special Purchase Date and the Amortization Requirements are satisfied, the Initial Period shall end on the first to occur of (w) the date such Series 2013 Bonds are successfully remarketed, (x) the Amortization End Date, (y) the Conversion Date next succeeding the Initial Special Purchase Date and (z) the date of redemption or payment in full of the Series 2013 Bonds.

"Interest Accrual Date" means (i) with respect to any Daily Rate Period, Weekly Rate Period, LIBOR Index Rate Period or SIFMA Index Rate Period, the first day thereof and, thereafter, the first Business Day of each month during that Daily Rate Period, Weekly Rate Period, LIBOR Index Rate Period or SIFMA Index Rate Period (ii) with respect to each Bond Interest Term within a Short-Term Rate Period, the first day thereof, and (iii) with respect to any Long Period or period in which any Series 2013 Bonds bear interest at the Fixed Interest Rate, the first day thereof and, thereafter, each Interest Payment Date in respect thereof, other than the last such Interest Payment Date.

"Interest Mode" means the Daily Mode, the Weekly Mode, the LIBOR Index Mode, the SIFMA Index Mode, the Short-Term Mode and the Long Mode, as applicable.

"Interest Payment Date" means (i) with respect to any Daily Rate Period, Weekly Rate Period, or Index Interest Rate Period the first Business Day of each calendar month, (ii) with respect to any Short-Term Rate Period, the day next succeeding the last day of each Bond Interest Term, (iii) with respect to any Long Period or period in which the Series 2013 Bonds, bears interest at the Fixed Interest Rate, each June 1 and December 1, (iv) with respect to each Interest Rate Period, the day next succeeding the last day thereof (or the day next succeeding the day that would have been the last day of any Interest Rate Period had one of the events specified in Sections 2.02 (a)(i)(D)(2) or 2.02(f) not occurred), (v) each Special Purchase Date, (vi) each Conversion Date, (vii) the maturity date for the Series 2013 Bonds, (viii) with respect to any Provider Bonds, the dates provided in the applicable Credit Facility and (ix) with respect to any Unremarketed Bonds, the dates provided in the applicable Continuing Covenant Agreement. In any case, the final Interest Payment Date for the Series 2013 Bonds shall be the maturity date therefor unless the Series 2013 Bonds have been redeemed or otherwise paid in full prior to such maturity date.

"Interest Rate Period" includes the Daily Rate Period, the Weekly Rate Period, the LIBOR Index Rate Period, the SIFMA Index Rate Period, the Short-Term Rate Period and the Long Period, as applicable.

"Letter of Credit Account" means the Account of the Debt Service Fund so designated and established in Section 6.01(b)(ii) hereof.

"LIBOR Index" means the fluctuating rate of interest per annum equal to the British Bankers Association LIBOR Rate ("BBA LIBOR"), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as selected by Bank of America, N.A. from time to time) as determined for each LIBOR Index Reset Date at approximately 11:00 a.m. London time on each Computation Date, for U.S. Dollar deposits (for delivery on the first day of such interest period) with one month term, as adjusted from time to time in Bank of America, N.A.'s sole discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. If such rate is not available at such time for any reason, then the rate will be determined by such alternate method as reasonably selected by Bank of America, N.A. and then currently being used by the industry as a substitute for BBA LIBOR. ***On and after the Amended Closing Date, "LIBOR Index" shall mean for any day, the fluctuating rate of interest equal to the rate per annum equal to the London Interbank Offered Rate (or a comparable or successor rate which is approved by the Purchaser), as published by Bloomberg (or other commercially available source providing quotations of such rate as selected by the Purchaser from time to time) as determined for each LIBOR Index Reset Date at approximately 11:00 a.m. London time on each Computation Date, for dollar deposits with a one-month term, as adjusted from time to time in the Purchaser's commercially reasonable discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. If such rate is not available at such time for any reason, then the rate will be determined by such alternate method as commercially reasonably selected by the Purchaser. If the LIBOR Index shall at any time be less than zero, such rate shall be deemed zero for purposes of this Ordinance.***

"LIBOR Index Mode" means an Interest Mode in which the interest rate payable with respect to the Series 2013 Bonds, is determined weekly by the applicable Calculation Agent pursuant to Section 2.02(a)(i)(E)(1) hereof.

"LIBOR Index Rate" means a per annum rate of interest established on each Computation Date equal to the product of (x) the sum of (a) the Applicable Spread plus (b) the product of (i) the LIBOR Index multiplied by the (ii) Applicable Factor and (y) the Margin Rate Factor.

"LIBOR Index Rate Conversion Date" means (a) the date on which the Series 2013 Bonds begin to bear interest at the LIBOR Index Rate or (b) if the Series 2013 Bonds have previously borne interest at the LIBOR Index Rate during a LIBOR Index Rate Period then ending, the Special Purchase Date occurring at the end of the then ending LIBOR Index Rate Period.

"LIBOR Index Rate Period" means (a) the Initial Period and (b) each period thereafter from and including a LIBOR Index Rate Conversion Date to but excluding the earliest of (i) the immediately succeeding Special Purchase Date, (ii) the immediately succeeding Conversion Date and (iii) the maturity date for the Series 2013 Bonds.

"LIBOR Index Reset Date" means the first Business Day of each month.

"London Business Day" means any [Business D]day on which commercial banks are open for business in London, England.

"Long Mode" means an Interest Mode in which the interest rate payable with respect to any Series 2013 Bonds is adjusted at the intervals determined by the applicable Remarketing Agent pursuant to Section 2.02(a)(i)(D) hereof.

"Long Period" means each period during which a Long Rate for any Series 2013 Bonds is in effect.

"Long Rate" means a rate of interest payable with respect to any Series 2013 Bonds in a Long Mode, established by the applicable Remarketing Agent in accordance with Section 2.02(a)(i)(D)(1) hereof.

"Mail" means by first-class United States mail, postage prepaid.

"Mandatory Purchase Date" means any date upon which any Series 2013 Bonds have been called for mandatory tender for purchase in accordance with Section 5.01 hereof.

"Mandatory Tender Purchase Price" means an amount equal to 100% of the principal amount of the Series 2013 Bonds subject to mandatory tender for purchase on the Special Purchase Date and accrued interest thereon, if applicable.

"Margin Rate Factor" means the greater of (i) 1.0, and (ii) the product of (a) one minus the Maximum Federal Corporate Tax Rate multiplied by (b) 1.53846. The effective date of any change in the Margin Rate Factor shall be the effective date of the decrease or increase (as applicable) in the Maximum Federal Corporate Tax Rate resulting in such change.

"Market Agent" means the Person appointed by the City to serve as Market Agent in connection with a conversion to any Index Interest Rate Period after the Initial Period.

"Maximum Federal Corporate Tax Rate" means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Purchaser, the maximum statutory rate of federal income taxation which could apply to the Purchaser).

"Maximum Interest Rate" means the lesser of (i) twelve percent (12%) per annum and (ii) the maximum interest rate allowed by law.

"Moody's" means Moody's Investors Service and its successors and assigns and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized rating agency designated by the City.

"**Newspaper**" means a newspaper printed in the English language, published at least once each calendar week.

"Notice Parties" means the City, the Fiscal Agent, the Purchaser, if any, the applicable Remarketing Agent, if any, the Paying Agent and the applicable Credit Provider, if any.

"**NRS**" means Nevada Revised Statutes.

"2013 Ordinance" means Ordinance No. 6260 adopted by the City Council on July 24, 2013.

"Ordinance" means the 2013 Ordinance as amended by the Amendment Ordinance.

"**Outstanding**" when used with reference to the Bonds or any other designated securities and as of any particular date means all the Bonds or any such other securities payable from the Pledged Revenues or otherwise relating to the Project, as the case may be, in any manner theretofore and thereupon being executed and delivered:

(a) Except any Bond or other security canceled by the City, by the Paying Agent or otherwise on the City's behalf, at or before such date;

(b) Except any Bond or other security the payment of which is then due or past due and moneys fully sufficient to pay the same are on deposit with the Paying Agent;

(c) Except any Bond or other security for the payment or the redemption of which moneys at least equal to the City's Bond Requirements to the date of maturity or to any Redemption Date, shall have heretofore been deposited with a trust bank in escrow or in trust for that purpose, as provided in Section 12.02 hereof; and

(d) Except any Bond or other security in lieu of or in substitution for which another bond or other security shall have been executed and delivered pursuant to this Ordinance.

"**Parity Bonds**" or "**Parity Securities**" means the Outstanding Prior Bonds and any other bonds or securities which have a lien on the Pledged Revenues that is on a parity with the lien thereon of the Bonds.

"Participant" means the participants of DTC which include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations.

"Paying Agent" means The Bank of New York Mellon Trust Company, N.A., as appointed pursuant to Section 1.02 hereof, and any successor appointed pursuant to Section 7.02 or 7.03 hereof.

"**Paying Agent Agreement**" means that certain Agreement to Provide Registrar and Paying Agent Services between the City and the Paying Agent and Registrar, as such agreement may from time to time be amended and supplemented.

"Person" means any individual, corporation, not for profit corporation, partnership, limited liability company, joint venture, association, professional association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

"**Pledged Distributed Local Tax Act**" means, collectively, NRS chapter 360, and each Act which authorizes or imposes one or more of the taxes or other impositions that generate revenues distributed to the City pursuant to NRS Sections 360.680, 360.690 or 360.700 and authorized to be pledged to the Bonds by NRS Section 360.698, as amended from time to time.

"**Pledged Revenues**" means a 15% portion of all income and revenue derived by the City from the Pledged Distributed Local Tax Act and distributed thereto pursuant to NRS Section 360.698. The Pledged Revenues means all or a portion of the Pledged Revenues. The designated term indicates sources of revenues and does not necessarily indicate all or any portion or other part of such revenues in the absence of further qualification. "Pledged Revenues" includes income derived from any additional sources if the Council is authorized to include and elects to include the additional sources in "Pledged Revenues" for the remaining term of the Bonds.

"Principal Amount" means the Outstanding principal amount of the Series 2013 Bonds.

"**Project**" means the refunding of the Refunded Bonds.

"**Project Act**" means NRS Chapter 360 and Sections 2.350 and 7.020 of the City's Charter, as amended from time to time.

"Provider Bond" or **"Provider Bonds"** means Series 2013 Bonds or beneficial interests therein purchased with moneys provided under the applicable Credit Facility.

"Provider Bond Rate" means, at any date of determination, the rate of interest then borne by Provider Bonds as determined under the applicable Credit Facility.

"Purchase Account" means the Account of the Purchase Fund so designated and established in Section 6.01(b)(iii) hereof.

"Purchase Fund" means the Fund so designated and established in Section 6.01(b)(iii) hereof.

"Purchaser" means, during any Index Interest Rate Period, the Holder of the Bonds, provided that there is a single Holder of all of the Bonds and provided further that the Bonds are not then held under the Book-Entry System. If there is more than one Holder of the Bonds during any Index Interest Rate Period, "Purchaser" means Holders owning a majority of the aggregate principal amount of the Bonds then Outstanding. If the Bonds are then held under the Book-Entry System, "Purchaser" means the Beneficial Owner of the Bonds, provided that there is a single Beneficial Owner of all of the Bonds. If there is more than one Beneficial Owner of the Bonds during any Index Interest Rate Period, "Purchaser" means Beneficial

Owners who are the beneficial owners of a majority of the aggregate principal amount of the Bonds then Outstanding. The initial Purchaser is Banc of America Preferred Funding Corporation.

"Purchaser Rate" has the meaning set forth in the applicable Continuing Covenant Agreement.

"Rating Agency" means Moody's[,] ***and*** S&P [or Fitch].

"Rebate Fund" means the Fund so designated and established in Section 6.01(b)(vii) hereof.

"Record Date" means (a) with respect to any Series 2013 Bonds bearing interest at a Daily Rate, Weekly Rate, Index Interest Rate or any Bond Interest Term Rate, the Business Day immediately preceding such Interest Payment Date, and (b) with respect to any Series 2013 Bonds bearing interest at a Long Rate or Fixed Interest Rate, the 15th day immediately preceding such Interest Payment Date.

"Redemption Date" means the date fixed for an optional redemption prior to maturity of any Series 2013 Bonds or the date fixed for mandatory sinking account redemption.

"Redemption Fund" means the fund so designated and established in Section 6.01(b)(vi) hereof.

"Redemption Price" means, with respect to any Series 2013 Bond or portion thereof, a price equal to the principal amount of such Series 2013 Bond, or portion thereof, plus the interest accrued to the applicable Redemption Date, plus a premium, if applicable.

"**Registrar**" means The Bank of New York Trust Company, N.A., or any successor paying agent for the Bonds which may be appointed by the Council.

"Remarketing Agent" means the remarketing agents appointed by the City as remarketing agents for the Series 2013 Bonds pursuant to Section 6.01(a) hereof and any successors thereto.

"Remarketing Agreement" means each remarketing agreement, between the City and the applicable Remarketing Agent, relating to Series 2013 Bonds, as it may be amended, supplemented or otherwise modified from time to time, and, any similar agreement between the City and any successor Remarketing Agent, as any such agreement may be amended, supplemented or otherwise modified from time to time.

"Remarketing Proceeds Account" means the Account of the Purchase Fund so designated and established in Section 6.01(b)(iii) hereof.

"Representation Letter" means the Blanket Letter of Representations from the City to DTC with respect to its book-entry obligations, including the Series 2013 Bonds.

"Reserve Fund" means the Reserve Fund established pursuant to the General Resolution.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies Inc. and its successors and assigns, and if such corporation shall for any reason no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City.

"S&P Weekly High Grade Index" means for a Computation Date, the level of the "S&P Weekly High Grade Index" (formerly known as the J.J. Kenny Index) maintained by Standard and Poor's Securities Evaluations Inc. for a one-week maturity as published each Wednesday, or if any Wednesday is not a Business Day, on the next succeeding Business Day.

"Scheduled Termination Date" means with respect to each Credit Facility, the date on which such Credit Facility is scheduled to expire pursuant to its terms, and any extension of such date pursuant to such Credit Facility, or, with respect to any Alternate Credit Facility, the date on which such Alternate Credit Facility is scheduled to expire pursuant to its terms.

"Security Instrument Costs" means all amounts owed by the City to the Credit Provider or Purchaser, as applicable, (whether or not evidenced by any note or instrument) direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, representing reasonable fees, premiums, reasonable expenses, and similar reasonable costs and expenses owed or payable under any Credit Facility or Continuing Covenant Agreement.

"**Security Instrument Repayment Obligations**" means all amounts owed by the City to the Credit Provider (whether or not evidenced by any note or instrument), direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, representing the principal of and interest on payments made by the Credit Provider under the Credit Facility.

"Securities Depository" means The Depository Trust Company, 55 Water Street, New York, NY 10041, facsimile transmission: (212) 855-5004, or any successor agency.

"Short-Term Mode" means an Interest Mode in which the interest rate payable with respect to any Series 2013 Bonds, is adjusted at the intervals determined by the applicable Remarketing Agent pursuant to Section 2.02(a)(i)(C) hereof.

"Short-Term Rate Period" means each period, comprised of Bond Interest Terms, during which Bond Interest Term Rates are in effect.

"SIFMA Index" means, for any Computation Date, the level of the index which is issued weekly and which is compiled from the weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Municipal Market Data which meet specific criteria established from time to time by the Securities Industry and Financial Markets Association and issued on Wednesday of each week, or if any Wednesday is not a Business Day, the next succeeding Business Day. If the SIFMA Index is no longer published, then "SIFMA Index" shall mean the S&P Weekly High Grade Index. If the S&P Weekly High Grade Index is no longer published, then "SIFMA Index" shall mean the prevailing rate determined by the

Calculation Agent for tax-exempt state and local government bonds meeting criteria determined in good faith by the Calculation Agent to be comparable under the circumstances to the criteria used by the Securities Industry and Financial Markets Association to determine the SIFMA Index immediately prior to the date on which the Securities and Financial Markets Association ceased publication of the SIFMA Index.

"SIFMA Index Mode" means an Interest Mode in which the interest rate payable with respect to the Series 2013 Bonds, is determined weekly by the applicable Calculation Agent pursuant to Section 2.02(a)(i)(E)(2) hereof.

"SIFMA Index Rate" means a per annum rate of interest established on each Computation Date equal to the product of the sum of (a) the Applicable Spread plus the SIFMA Index and (b) the Margin Rate Factor.

"SIFMA Index Rate Conversion Date" means (a) the date on which the Series 2013 Bonds begin to bear interest at the SIFMA Index Rate or (b) if the Series 2013 Bonds have previously borne interest at the SIFMA Index Rate during a SIFMA Index Rate Period then ending, the Special Purchase Date occurring at the end of the then ending SIFMA Index Rate Period.

"SIFMA Index Rate Period" means each period from and including a SIFMA Index Rate Conversion Date to but excluding the earliest of (i) the immediately succeeding Special Purchase Date, (ii) the immediately succeeding Conversion Date and (iii) the Maturity Date.

"SIFMA Rate Reset Date" means Thursday of each week.

"SIFMA Swap Index" means, on any date, a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by the Securities Industry & Financial Markets Association (formerly the Bond Market Association) ("SIFMA") or any Person acting in cooperation with or under the sponsorship of SIFMA and acceptable to the Paying Agent and effective from such date.

"Special Purchase Date" means (i) the Initial Special Purchase Date and (ii) during any Index Interest Rate Period other than the Initial Period, the date designated by the City pursuant to Section 2.02(a)(i)(E)(9) of this Ordinance and (iii) the fifth (5th) Business Day after receipt by the Paying Agent and the City of notice from the Purchaser that an Event of Default has occurred under the Continuing Covenant Agreement and directing the Paying Agent to cause a mandatory tender of the Series 2013 Bonds as provided in Section 5.01(f) of this Ordinance which date specified for mandatory purchase shall not be less than five (5) Business Days following receipt of such notice by the Paying Agent and the City.

"State" means the State of Nevada.

"**Subordinate Bonds**" or "**Subordinate Securities**" means the 2013 Golf Course Bonds and any other bonds or securities which have a lien on the Pledged Revenues that is subordinate and junior to the lien thereon of the Bonds.

"Substitution Date" means, with respect to the Credit Facility, the date on which an Alternate Credit Facility is substituted for such Credit Facility.

"**Superior Bonds**" or "**Superior Securities**" means bonds or securities which have a lien on the Pledged Revenues that is superior to the lien thereon of the Bonds.

"Taxable Date" has the meaning set forth in the Continuing Covenant Agreement.

"Taxable Rate" means an interest rate per annum at all times equal to the product of the Index Interest Rate then in effect multiplied by the Taxable Rate Factor.

"Taxable Rate Factor" means 1.54.

"Tax Code" means the Internal Revenue Code of 1986, as amended to the date of issuance of the Series 2013 Bonds.

"**Taxes**" means General Taxes.

"Unremarketed Bonds" has the meaning set forth in the Continuing Covenant Agreement.

"Weekly Mode" means an Interest Mode in which the interest rate payable with respect to the Series 2013 Bonds is determined weekly by the applicable Remarketing Agent pursuant to Section 2.02(a)(i)(B) hereof.

"Weekly Rate" means a rate of interest payable with respect to the Series 2013 Bonds, in a Weekly Mode, established by the applicable Remarketing Agent in accordance with Section 2.02(a)(i)(B)(1) hereof.

"Weekly Rate Period" means each period during which a Weekly Rate for any Series 2013 Bonds is in effect.

Section 1.02 Appointment of Paying Agent. The Treasurer shall act as Fiscal Agent with respect to the Series 2013 Bonds. The Paying Agent is hereby appointed and employed to act as the agent of the Fiscal Agent for the purpose of authentication and transfer of the Series 2013 Bonds and to perform certain other functions all as hereinafter provided.

Section 1.03 Other Definitional Provisions. Except as otherwise indicated, references to Articles and Sections are to the Articles and Sections of this Ordinance, and any of the terms defined in Section 1.01 may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference.

Section 1.04 New York City Time. Except as otherwise provided herein, whenever any time of day is set forth herein, it is hereby understood and agreed that such time shall mean New York City time.

Section 1.05 Successors. Whenever herein the City is named or is referred to, such provision shall be deemed to include any successors of the City, respectively, whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions for the benefit of the City contained herein shall bind and inure to the benefit of any officer, board, district, commission, authority, agent or instrumentality to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the City or of their respective successors, if any, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions hereof.

Section 1.06 Parties Interested Herein. Except as herein otherwise expressly provided, nothing herein expressed or implied confers upon or gives to any Person (other than the owners from time to time of the Bonds, and the owners of any other securities payable from Pledged Revenues when reference is expressly made thereto, as well as the City) any right, remedy or claim under or by reason hereof or any covenant, condition or stipulation hereof. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent, any owner of any Bonds and any owner of any such other security in the event of such a reference.

Section 1.07 Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the City, the officers of the City, and otherwise by the City directed toward the Project and toward the sale of the Bonds to the Purchaser for that purpose, hereby is ratified, approved and confirmed.

Section 1.08 Ordinance Irrepealable. After any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the City and the owner or owners of the Bonds; and this Ordinance (subject to the provisions of Section 12.02 and of Article XII hereof), if any Bonds are in fact issued, shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged, except as herein otherwise expressly provided.

Section 1.09 Repealer. All bylaws, orders and other instruments, or parts thereof, inconsistent herewith are hereby repealed to the extent only of the inconsistency. This repealer shall not be construed to revive any bylaw, order or other instrument, or part thereof, heretofore repealed.

Section 1.10 Severability. If any section, subsection, 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, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Section 1.11 *RESERVED* [Publication of Proposed Ordinance. 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 AUTHORIZING THE ISSUANCE OF THE "CITY OF LAS VEGAS, NEVADA, GENERAL OBLIGATION (LIMITED TAX) ADJUSTABLE RATE VARIOUS PURPOSE REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2013" FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS; PROVIDING THE FORM, TERMS AND CONDITIONS OF THE BONDS, AND THE SECURITY THEREFOR, AND OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

PUBLIC NOTICE IS HEREBY GIVEN, and 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 South Main Street, Las Vegas, Nevada, and that such Ordinance was proposed on the July 10, 2013, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas held on July 24, 2013.

/s/ Beverly K. Bridges, MMC
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)]

Section 1.12 ***RESERVED*** **[Publication After Adoption of Ordinance; Effective Date.** 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 LAS VEGAS, NEVADA)

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE "CITY OF LAS VEGAS, NEVADA, GENERAL OBLIGATION (LIMITED TAX) ADJUSTABLE RATE VARIOUS PURPOSE REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2013" FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS; PROVIDING THE FORM, TERMS AND CONDITIONS OF THE BONDS, AND THE SECURITY THEREFOR, AND OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

PUBLIC NOTICE IS HEREBY GIVEN, and that such Ordinance was proposed on July 10, 2013, and was passed at the meeting held on July 24, 2013, by the following vote of the City Council:

Those Voting Aye: _____
_____
_____
_____
_____

Those Voting Nay: _____

Those Absent: _____

This Ordinance shall be in full force and effect from and after the ___th day of July, 2013, 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 July 24, 2013.

Attest:

/s/ Carolyn G. Goodman
Mayor

/s/ Beverly K. Bridges, MMC
City Clerk

(End of Form of Publication)]

Section 1.13 Execution of Bonds. The Bonds shall be executed as follows:

(a) Filings with Secretary of State. Pursuant to the Bond Act, and to the act cited as the Uniform Facsimile Signatures of Public Officials Act, cited as chapter 351 of NRS, and prior to the execution of any Bonds, the Mayor, the City Clerk and the City Treasurer shall each file with the Secretary of State of the State his or her manual signature certified by him or her under oath.

(b) Manner of Execution. Each Bond shall be approved, signed and executed in the name of and on behalf of the City with the manual or facsimile of the signature of the Mayor shall be countersigned and executed with the manual or facsimile of the signatures of the City Treasurer and shall be authenticated with the manual or facsimile impression of the official seal of the City; and shall be signed, executed, and attested with such a manual or facsimile signature of the City Clerk.

Section 1.14 Authentication. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication thereon, substantially in the form hereinafter provided has been duly manually executed by the Registrar. The Registrar's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer or employee of the Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds issued hereunder. By authenticating any of the Bonds delivered pursuant to the Ordinance, the Registrar shall be deemed to have assented to all of the provisions of this Ordinance. Use of Predecessor's Signature. The Bonds bearing the signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City, notwithstanding that before the delivery thereof and the payment therefor any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. Each of the Mayor, the City Treasurer and City Clerk, at the time of the execution of the Bonds and of a signature certificate pertaining thereto by the Mayor, the City Treasurer and the City Clerk, respectively, may adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office if such facsimile signature appears upon any of the Bonds.

Section 1.15 Incontestable Recital in Bonds. Pursuant to Section 350.628, Bond Act, each Bond shall recite that it is issued pursuant to the Project Act, to the Bond Act, and to the Supplemental Bond Act, which recital shall be conclusive evidence of the validity of the Bonds and the regularity of their issuance.

Section 1.16 State Tax Exemption. Pursuant to Section 350.710 of the Bond Act, the Bonds, their transfer, and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof, except for the tax on estates imposed pursuant to chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to chapter 375B of NRS.

Section 1.17 Bond Execution. The Mayor, the City Treasurer, and the City Clerk are hereby authorized and directed to prepare and to execute the Bonds as herein provided.

Section 1.18 Bond Delivery. After registration of the Bonds by the City Treasurer and Registrar pursuant to this Ordinance and after their execution and authentication pursuant to this Ordinance and other provisions herein supplemental thereto, the City Treasurer shall cause the Bonds to be delivered to the Purchaser thereof, upon payment being made therefor on the terms of the sale of the Bonds.

Section 1.19 Bond Form. Subject to the provisions of this Ordinance, each Bond shall be in substantially the form attached hereto as Exhibit I with such omissions, insertions, endorsements, and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this Ordinance, or be consistent with this Ordinance and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto.

Section 1.20 Authorization for this Ordinance. This Ordinance is adopted by virtue of the Charter, the Project Act and the Bond Act and pursuant to their provisions; and the City has ascertained and hereby determines that each and every matter and thing as to which provision is made herein is necessary in order to carry out and to effectuate the purposes of the City in accordance with the Project Act and the Bond Act, and as provided in NRS Section 350.708 all limitations in the Bond Act imposed upon the issuance of bonds or other securities thereunder have been met and the total cost of the Project has been and hereby is approved.

Section 1.21 Necessity of Project and Bonds. It is necessary and for the best interests of the City and the inhabitants thereof that the City effect the Project and defray the cost thereof by issuing the Bonds therefor; and it is hereby so determined and declared.

Section 1.22 Sale of Bonds. The Chief Financial Officer is authorized to proceed with the sale of the Bonds to the Purchaser on the terms and conditions provided herein, in the Continuing Covenant Agreement and in the Officer's Certificate, and execute the Officer's Certificate and the Continuing Covenant Agreement with such changes as are acceptable to the Chief Financial Officer whose execution thereof shall be conclusive evidence of his consent to such changes.

Section 1.23 Bonds Equally Secured. The covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the owners of any and all of the Outstanding Bonds (including Provider Bonds) and any Credit Facility Obligations, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

Section 1.24 General Obligations. The full faith and credit of the City are hereby pledged to the payment of the Bond Requirements of the Bonds and any Credit Facility Obligations. The Bonds and any Credit Facility Obligations shall constitute general obligations of the City and shall be payable from General Taxes on all taxable property within the City (except to the extent any Pledged Revenues or other moneys are available therefor), subject to the limitations imposed by the Constitution and statutes of the State.

Section 1.25 Additional Security. The payment of the Bond Requirements of the Bonds and of the Credit Facility Obligations are additionally secured by an irrevocable pledge of and by a lien (but not necessarily an exclusive lien) on the Pledged Revenues, subject to and after any superior liens upon such Pledged Revenues of any Superior Securities, on a parity with any Parity Securities and superior to any Subordinate Securities. Security Instrument Costs and Security Instrument Repayment Obligations under a Credit Facility or a Continuing Covenant Agreement, as applicable, are additionally secured by an irrevocable pledge of and by a lien (but not necessarily an exclusive lien) on the Pledged Revenues, subject to and after any superior liens upon such Pledged Revenues of any Superior Securities and any Parity Securities.

Section 1.26 No Pledge of Property. The payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the City, except the proceeds of General Taxes, the Pledged Revenues, and any other moneys pledged for the payment of the Bonds. No property of the City, subject to such exceptions, shall be liable to be forfeited or taken in payment of the Bonds.

Section 1.27 No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or for any claim based thereon or otherwise upon this Ordinance authorizing their issuance or any other instrument relating thereto, against any individual member of the City or any officer or other agent of the City, past, present or future, either directly or indirectly through the City or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as a part of the consideration of their issuance specially waived and released.

ARTICLE II
THE SERIES 2013 BONDS

Section 2.01 Authorization, Date and Maturity. The Paying Agent is hereby authorized and directed upon written request of the City to authenticate and deliver the Series 2013 Bonds to "Cede & Co.," as nominee of the Securities Depository as directed by the original Purchaser. The Series 2013 Bonds shall be designated "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2013," shall be dated the date of their initial issuance and shall be issued in Authorized Denominations. No Series 2013 Bond may be in a denomination which exceeds the principal coming due on the maturity date as set forth in the Officer's Certificate. The Series 2013 Bonds shall be issued in the aggregate principal amount necessary to effect the Project. The Series 2013 Bonds shall mature on the date and in the amount set forth in the Officer's Certificate and shall be issued in fully registered form numbered as the Paying Agent shall determine. The Series 2013 Bonds may be printed, lithographed, photocopied or typewritten as the City may determine.

Section 2.02 Interest.

(a) Interest Rates. Initially, the Series 2013 Bonds shall bear interest at the LIBOR Index Rate determined in accordance with Section 2.02(a)(i)(E)(1) below until such time as the City may designate a new Interest Mode for the Series 2013 Bonds in accordance with the

provisions of this Section 2.02. The initial LIBOR Index Rate shall be the rate per annum set forth in the Officer's Certificate, and shall be in effect from and including the Closing Date to but not including September 3, 2013. The initial Interest Payment Date for the Series 2013 Bonds for the period from the Closing Date through but not including September 3, 2013 is September 3, 2013. The City may designate a new Interest Mode from time to time in accordance with the provisions of this Section 2.02. The interest rate payable with respect to the Series 2013 Bonds shall be determined as set forth in this Section 2.02.

(i) Adjustable Interest Rate. Prior to the Fixed Rate Date for the Series 2013 Bonds, the Adjustable Interest Rate for the Series 2013 Bonds shall be determined by the applicable Calculation Agent, if the Series 2013 Bonds bear interest at an Index Interest Rate, and by the applicable Remarketing Agent, if the Series 2013 Bonds bear interest at any other Adjustable Interest Rate. Except as provided in Section 2.02(g) with respect to Provider Bonds, the term of the Series 2013 Bonds prior to the Fixed Rate Date will be divided into consecutive Interest Rate Periods during which the Series 2013 Bonds shall bear interest at a Daily Rate, a Weekly Rate, an Index Interest Rate, a Bond Interest Term Rate or a Long Rate; provided all of the Series 2013 Bonds shall accrue interest in the same Interest Mode, in the manner hereinafter provided.

(A) (1) Determination of Daily Rate. The interest rate payable with respect to the Series 2013 Bonds (other than Provider Bonds) in a Daily Mode shall be determined by the applicable Remarketing Agent by not later than 10:00 a.m. (New York City time) on each Business Day for such Business Day. The Daily Rate for any day which is not a Business Day shall be the same as the Daily Rate for the immediately preceding Business Day.

The Daily Rate shall be the rate of interest per annum determined by the applicable Remarketing Agent (based on an examination of tax-exempt obligations comparable in the judgment of said Remarketing Agent to the Series 2013 Bonds, and known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions) to be the minimum interest rate which, if borne by the Series 2013 Bonds, would enable the Remarketing Agent to sell the Series 2013 Bonds on such date of determination at a price (without regarding accrued interest) equal to the principal amount thereof. In the event the applicable Remarketing Agent fails to establish a Daily Rate for any Business Day, then the interest rate for such day shall be equal to 100% of The Bond Market Association Municipal Swap Index of Municipal Market Data, made available for such day, or if such index is no longer available, or no such index was so made available for such day, 70% of the interest rate on 30-day high grade unsecured commercial paper notes sold through dealers by major corporations as reported in The Wall Street Journal or The Bond Buyer on the day the Daily Rate would otherwise be determined as provided herein for such Daily Rate Period as specified by the City to the Paying Agent.

(2) Adjustment to Daily Rate. The City, by written direction to the other Notice Parties, may elect, subject to the provisions of Sections 2.02(e), 2.02(f) and 2.02(h), that the Series 2013 Bonds shall bear interest at a Daily Rate. Such direction of the City shall specify (i) the effective date of such adjustment to a Daily Rate, which shall be (x) a Business Day not earlier than the 30th day following the second Business Day after receipt by the Paying Agent of such direction, and (y) in the case of an adjustment from a Long Period, the day immediately following the last day of the then-current Long Period, or (z) in the case of an adjustment from a Weekly Rate Period or Short-Term Rate Period, the day immediately following the last day of the Interest Rate Period with respect to the Series 2013 Bonds; and (ii) the date of delivery for the Series 2013 Bonds to be purchased (if other than such effective date). In addition, the direction of the City shall be accompanied by a form of notice to be mailed to the Owners of the Series 2013 Bonds by the Paying Agent as provided in Section 2.02(a)(i)(A)(3). During each Daily Rate Period commencing on a date so specified and ending on the day immediately preceding the effective date of the next succeeding Interest Rate Period, the interest rate borne by the Series 2013 Bonds shall be a Daily Rate.

(3) Notice of Adjustment to Daily Rate. The Paying Agent shall give notice, together with the notice required by Section 5.01(g), by Mail of an adjustment to a Daily Rate to the Owners of the Series 2013 Bonds and, if a book-entry system is in effect, then to DTC, not less than 30 days prior to the effective date of such Daily Rate. Such notice shall state (i) that the interest rate on the Series 2013 Bonds will be adjusted to a Daily Rate, unless, in the case of an adjustment from a Long Rate, Bond Counsel fails to deliver to the Notice Parties a Favorable Opinion of Bond Counsel as to such adjustment, in which case the Series 2013 Bonds shall continue to bear interest at the Long Rate in effect immediately prior to such proposed adjustment in the Interest Rate Period, (ii) the effective date of such Daily Rate Period, (iii) the name of the applicable Credit Provider, (iv) that the Series 2013 Bonds are subject to mandatory tender for purchase on such effective date (except with respect to an adjustment from a Weekly Rate to a Daily Rate) and the applicable purchase price, and (v) if the Series 2013 Bonds are no longer in book-entry form, information with respect to the required delivery of bond certificates and payment of the purchase price under Section 5.01(g) of this Ordinance.

(B) (1) Determination of Weekly Rate. The interest rate payable with respect to the Series 2013 Bonds (other than Provider Bonds), in a Weekly Mode shall be determined by the Remarketing Agent by no later than 5:00 p.m. (New York City time) on Wednesday of each week during such Weekly Rate Period, or if such day shall not be a Business Day, then on the next succeeding Business Day. The Remarketing Agent will give notice of each Weekly Rate by no later than

the close of business on the Business Day next succeeding its day of determination.

The first Weekly Rate determined for each Weekly Rate Period which follows an Index Interest Rate Period, Daily Rate Period, Short-Term Rate Period or Long Period, shall be determined on or prior to the first day of such Weekly Rate Period and shall apply to the period commencing on the first day of such Weekly Rate Period and ending on the next succeeding Wednesday. Thereafter, each Weekly Rate shall apply to the period commencing on the next succeeding Thursday and ending on the next succeeding Wednesday, unless such Weekly Rate Period shall be in effect as of the stated maturity date, in which event the Weekly Rate for such Weekly Rate Period shall apply to the period commencing on the Thursday preceding the last day of such Weekly Rate Period and end on the day prior to the stated maturity date.

The Weekly Rate shall be the rate of interest per annum determined by the applicable Remarketing Agent (based on an examination of tax-exempt obligations comparable in the judgment of said Remarketing Agent to the Series 2013 Bonds and known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions) to be the minimum interest rate which, if borne by the Series 2013 Bonds, would enable the Remarketing Agent to sell the Series 2013 Bonds on such date of determination at a price (without regarding accrued interest) equal to the principal amount thereof. In the event that the applicable Remarketing Agent fails to establish a Weekly Rate for any week, then the Weekly Rate for such week shall be equal to 100% of The Securities Industry and Financial Markets Association Municipal Swap Index of Municipal Market Data, made available for the week preceding the date of determination, or if such index is no longer available, or no such index was so made available, for the week preceding the date of determination, 70% of the interest rate on 30-day high grade unsecured commercial paper notes sold through dealers by major corporations as reported in The Wall Street Journal or The Bond Buyer on the day the Weekly Rate would otherwise be determined as provided herein for such Weekly Rate Period as specified by the City to the Paying Agent.

(2) Adjustment to Weekly Rate. The City, by written direction to the other Notice Parties, may elect, subject to the provisions of Sections 2.02(e), 2.02(f) and 2.02(h), that the Series 2013 Bonds shall bear interest at a Weekly Rate. Such direction of the City shall specify (i) the effective date of such adjustment to a Weekly Rate, which shall be (x) a Business Day not earlier than the 30th day following the second Business Day after receipt by the Paying Agent of such direction, and (y) in the case of an adjustment from a Long Period, the day immediately following the last day of the then-current Long Period, or (z) in the case of an adjustment from a Daily Rate Period or Short-Term Rate Period, the day

immediately following the last day of the Interest Rate Period with respect to the Series 2013 Bonds; and (ii) the date of delivery for the Series 2013 Bonds to be purchased (if other than such effective date). In addition, the direction of the City shall be accompanied by a form of notice to be mailed to the Owners of the Series 2013 Bonds by the Paying Agent as provided in Section 2.02(a)(i)(B)(3). During each Weekly Rate Period commencing on a date so specified and ending on the day immediately preceding the effective date of the next succeeding Interest Rate Period, the interest rate borne by the Series 2013 Bonds shall be a Weekly Rate.

(3) Notice of Adjustment to Weekly Rate. The Paying Agent shall give notice, together with the notice required by Section 5.01(g), by Mail of an adjustment to a Weekly Rate to the Owners of Series 2013 Bonds, and, if a book-entry system is in effect, then to DTC, not less than 30 days prior to the effective date of such Weekly Rate Period. Such notice shall state (i) that the interest rate on the Series 2013 Bonds will be adjusted to a Weekly Rate, unless in the case of an adjustment from a Long Rate, Bond Counsel fails to deliver to the Notice Parties a Favorable Opinion of Bond Counsel as to such adjustment on the effective date of such adjustment in which case the Series 2013 Bonds shall continue to bear interest at the Long Rate in effect immediately prior to such proposed adjustment in the Interest Rate Period, (ii) the effective date of such Weekly Rate, (iii) the name of the applicable Credit Provider, (iv) that the Series 2013 Bonds are subject to mandatory tender for purchase on such effective date (except with respect to an adjustment from a Daily Rate to a Weekly Rate) and the applicable purchase price, and (v) if the Series 2013 Bonds are no longer in book-entry form, information with respect to the required delivery of bond certificates and payment of the purchase price under Section 5.01(g) of this Ordinance.

(C) (1) Determination of Bond Interest Terms and Bond Interest Term Rates in a Short-Term Rate Period. During each Short-Term Rate Period for the Series 2013 Bonds, each Series 2013 Bond shall bear interest during each Bond Interest Term for the Series 2013 Bonds at the Bond Interest Term Rate for such Series 2013 Bond. The Bond Interest Term and the Bond Interest Term Rate for each Series 2013 Bond need not be the same for any two Series 2013 Bonds, even if determined on the same date. Each of such Bond Interest Terms and Bond Interest Term Rates for each Series 2013 Bond (other than Provider Bonds) shall be determined by the applicable Remarketing Agent no later than 11:00 a.m., New York City time, on the first day of each Bond Interest Term. Each Bond Interest Term for each Series 2013 Bond shall be a period of not less than one day nor more than 270 days, determined by the applicable Remarketing Agent to be the period which, together with all other Bond Interest Terms for such Series 2013 Bonds then Outstanding will result in the lowest overall interest expense to the City on the Series 2013 Bonds, taking into account such factors as deemed necessary by the

applicable Remarketing Agent. Any Series 2013 Bonds remaining unsold by the applicable Remarketing Agent as of the close of business on the first day of the Bond Interest Term for a Series 2013 Bond, shall have a Bond Interest Term of one day or, if that Bond Interest Term would not end on a day immediately preceding a Business Day, a Bond Interest Term ending on the day immediately preceding the next Business Day. Each Bond Interest Term shall end on either a day which immediately precedes a Business Day or on the day immediately preceding the maturity date, but in no event shall any Bond Interest Term extend beyond the day which is three Business Days prior to the Scheduled Termination Date of the applicable Credit Facility. If for any reason a Bond Interest Term for any Series 2013 Bond cannot be so determined by the applicable Remarketing Agent, or if the determination of such Bond Interest Term is held by a court of law to be invalid or unenforceable, then such Bond Interest Term shall be 30 days, but if the last day so determined shall not be a day immediately preceding a Business Day, then such Bond Interest Term shall end on the first day immediately preceding the Business Day next succeeding such last day, or if such last day would be after the day immediately preceding the maturity date, shall end on the day immediately preceding the maturity date. In determining the number of days in each Bond Interest Term, the applicable Remarketing Agent shall take into account such factors as deemed necessary by such Remarketing Agent.

The Bond Interest Term Rate for each Bond Interest Term for each Series 2013 Bond shall be the rate of interest per annum determined by the applicable Remarketing Agent (based on then-prevailing market conditions) to be the minimum interest rate which, if borne by such Series 2013 Bond, would enable such Remarketing Agent to sell such Series 2013 Bond, on the date and at the time of such determination at a price (without regarding accrued interest) equal to the principal amount thereof. If for any reason a Bond Interest Term Rate for any Series 2013 Bond is not so established by the applicable Remarketing Agent for any Bond Interest Term, or such Bond Interest Term Rate is determined by a court of law to be invalid or unenforceable, then the Bond Interest Term Rate for such Bond Interest Term shall be the rate per annum equal to 70% of the interest rate on high grade unsecured commercial paper notes sold through dealers by major corporations as reported by The Wall Street Journal or The Bond Buyer on the first day of such Bond Interest Term and which maturity most nearly equals the Bond Interest Term for which a Bond Interest Term Rate is being calculated.

(2) Adjustment to Bond Interest Term Rates. The City, by written direction to the other Notice Parties, may elect, subject to the provisions of Sections 2.02(e), 2.02(f) and 2.02(h), that the Series 2013 Bonds shall bear interest at Bond Interest Term Rates, provided that the applicable Credit Facility then in effect has an interest component of not less than the duration of the Bond Interest Term calculated at the

Maximum Interest Rate. Such direction of the City shall specify (i) the effective date of the Short-Term Rate Period (during which the Series 2013 Bonds shall bear interest at Bond Interest Term Rates), which shall be (x) a Business Day not earlier than the 30th day following the second Business Day after receipt by the Paying Agent of such direction, and (y) in the case of an adjustment from a Long Period, the day immediately following the last day of the then-current Long Period or a day on which the Series 2013 Bonds would otherwise be subject to optional redemption pursuant to Section 4.01 if such adjustment did not occur; provided that, if prior to the City making such election, the Series 2013 Bonds shall have been called for redemption and such redemption shall not have theretofore been effected, the effective date of such Short-Term Rate Period shall not precede such redemption date; and (z) in the case of an adjustment from a Daily Rate Period or a Weekly Rate Period, the day immediately following the last day of such Interest Rate Period; (ii) the name of the applicable Credit Provider, and (iii) the date of delivery of the Series 2013 Bonds to be purchased (if other than such effective date). In addition, the direction of the City shall be accompanied by a form of the notice to be mailed by the Paying Agent to the Owners of the Series 2013 Bonds as provided in Section 2.02(a)(i)(C)(3). During each Short-Term Rate Period commencing on the date so specified and ending, with respect to each Series 2013 Bond, on the day immediately preceding the effective date of the next succeeding Interest Rate Period with respect to such Series 2013 Bond, each of the Series 2013 Bonds shall bear interest at a Bond Interest Term Rate during each Bond Interest Term for such Series 2013 Bond.

(3) Notice of Adjustment to Short-Term Rate Period. The Paying Agent shall give notice, together with the notice required by Section 5.01(g), by Mail of an adjustment to a Short-Term Rate Period to the Owners of Series 2013 Bonds, and, if a book-entry system is in effect, then to DTC, not less than 30 days prior to the effective date of such Short-Term Rate Period. Such notice shall state (i) that the interest rate on the Series 2013 Bonds will be adjusted to Bond Interest Term Rates, unless in the case of an adjustment from a Long Rate, Bond Counsel fails to deliver to the Notice Parties a Favorable Opinion of Bond Counsel as to such adjustment on the effective date of such adjustment in the Interest Rate Period, in which case the Series 2013 Bonds shall continue to bear interest at a Long Rate as in effect immediately prior to such proposed adjustment in the Interest Rate Period, and that during such Short-Term Rate Period, each such Series 2013 Bond will have one or more consecutive Bond Interest Terms during each of which such Series 2013 Bond will bear a Bond Interest Term Rate, (ii) the name of the applicable Credit Provider, (iii) the effective date of such Short-Term Rate Period, (iv) that the Series 2013 Bonds are subject to mandatory tender for purchase on the effective date of such Short-Term Rate Period, setting forth the applicable purchase price and (v) if the Series 2013 Bonds are no longer in book-entry form, information with respect to the required

delivery of bond certificates and payment of the purchase price under Section 5.01(g) of this Ordinance.

At any time during a Short-Term Rate Period, the City may elect, pursuant to Section 2.02(a)(i)(A)(2), 2.02(a)(i)(B)(2), or 2.02(a)(i)(D)(2) (and with the notice provided in such Sections), but subject to Section 2.02(f) that the Series 2013 Bonds no longer shall bear interest at Bond Interest Term Rates and shall instead bear interest at a Daily Rate, a Weekly Rate or a Long Rate, as specified in such election.

The date on which all Bond Interest Terms determined shall end shall be the last day of the then-current Short-Term Rate Period and the day next succeeding such date shall be the effective date of the Daily Rate Period, Weekly Rate Period or Long Period elected by the City.

(D) (1) Determination of Long Rate. The interest rate payable with respect to the Series 2013 Bonds (other than Provider Bonds) in a Long Mode shall be determined by the applicable Remarketing Agent by not later than 12:00 noon (New York City time) on a Business Day no later than the effective date of such Long Period with respect to the Series 2013 Bonds. The Long Rate shall be the rate of interest per annum determined by the applicable Remarketing Agent (based on an examination of tax-exempt obligations comparable in the judgment of said Remarketing Agent to the Series 2013 Bonds and known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions) to be the minimum interest rate which, if borne by the Series 2013 Bonds, would enable the Remarketing Agent to sell the Series 2013 Bonds on such date of determination at a price (without regarding accrued interest) equal to the principal amount thereof. If, for any reason, the Long Rate is not so determined for any Long Period by the applicable Remarketing Agent on or prior to the first day of such Long Period, then the Series 2013 Bonds shall bear interest at the Weekly Rate as provided in subsection (B), and shall continue to bear interest at a Weekly Rate until such time as the interest rate on the Series 2013 Bonds shall have been adjusted to a different Interest Rate Period as provided herein, and the Series 2013 Bonds shall be subject to purchase as described in Section 5.01(c)(i).

(2) Adjustment to or Continuation of Long Rate. (i) The City, by written direction to the other Notice Parties, may elect, subject to Sections 2.02(e) and 2.02(f), that the Series 2013 Bonds shall bear, or continue to bear, interest at a Long Rate, provided that the applicable Credit Facility then in effect with respect thereto has an interest component of not less than 184 days (calculated on the basis of a 360-day year consisting of twelve 30-day months) at the Maximum Interest Rate. The direction of the City required by the first sentence of this paragraph (i): (A) shall specify the duration of the Long Period (which

shall be one year or any integral multiple thereof) during which the Series 2013 Bonds shall bear interest at a Long Rate; (B) shall specify the effective date of such Long Period, which date shall be (x) a Business Day not earlier than the 30th day following the second Business Day after receipt by the Paying Agent of such direction, and (y) in the case of an adjustment from a Long Period to another Long Period, the day immediately following the last day of the then-current Long Period, or (z) in the case of an adjustment from a Daily Rate Period, Weekly Rate Period or Short-Term Rate Period, the day immediately following the last day of the Interest Rate Period; (C) shall specify the last day of such Long Period (which last day shall be either the day prior to the maturity date, or a day which both immediately precedes a Business Day and is at least one or more years after the effective date thereof); and (D) shall specify a date on or prior to which Owners are required to deliver the Series 2013 Bonds to be purchased (if other than such effective date); (ii) such direction of the City shall be accompanied by a form of the notice to be mailed by the Paying Agent to the Owners as provided in Section 2.02(a)(i)(D)(3); (iii) if, by the second Business Day preceding the 29th day prior to the last day of any Long Period, the Paying Agent shall not have received notice of the City's election that, during the next succeeding Interest Rate Period, the Series 2013 Bonds shall bear interest at a Daily Rate, a Weekly Rate, Bond Interest Term Rates or a Long Rate, then the next succeeding Interest Rate Period shall be a Daily Rate Period or Weekly Rate Period as determined by the applicable Remarketing Agent, provided that the Remarketing Agent shall have received a Favorable Opinion of Bond Counsel and, until such time as the City elects a new Interest Rate Period as provided in this Section 2.02, the Series 2013 Bonds shall be subject to mandatory purchase as provided in Section 5.01(c)(i) on the first day of such Daily Rate Period or Weekly Rate Period; and (iv) in the event that the City shall deliver to the Remarketing Agent, the Paying Agent and the Fiscal Agent on or prior to the date that the interest rate for any Long Period is determined a notice to the effect that the City elects to rescind its election to have the Series 2013 Bonds bear interest at a Long Rate, then the interest rate on the Series 2013 Bonds shall not be adjusted to a Long Rate, and the Series 2013 Bonds shall bear interest at a Daily Rate, Weekly Rate or Bond Interest Term Rates as in effect prior to such event, or if Series 2013 Bonds were to be adjusted from a Long Rate, then the Series 2013 Bonds shall bear interest at a Daily Rate, Weekly Rate or Bond Interest Term Rate as determined by the applicable Remarketing Agent, provided that the Remarketing Agent shall have received a Favorable Opinion of Bond Counsel, and the Series 2013 Bond shall continue to be subject to mandatory purchase as provided in Section 5.01(c)(i) on the day which would have been the effective date of such Long Period.

(3) Notice of Adjustment to or Continuation of Long Rate. The Paying Agent shall give notice, together with the notice

required by Section 5.01(g), by Mail of an adjustment to a (or the establishment of another) Long Period to the Owners of Series 2013 Bonds, and, if a book-entry system is in effect, then to DTC, not less than 30 days prior to the effective date of such Long Period. Such notice shall state: (i) that the interest rate on the Series 2013 Bonds shall be adjusted to, or continue to bear interest at, a Long Rate unless in the case of an adjustment from a Daily Rate, Weekly Rate or Bond Interest Term Rates, Bond Counsel fails to deliver to the Notice Parties a Favorable Opinion of Bond Counsel as to such adjustment in the Interest Rate Period on the effective date of such adjustment, in which case the Series 2013 Bonds, if being adjusted from a Daily Rate Period, Weekly Rate Period or a Short-Term Rate Period shall continue to bear interest at a Daily Rate, Weekly Rate or Bond Interest Term Rates as in effect immediately prior to such proposed adjustment in the Interest Rate Period, (ii) the effective date and the last day of such Long Period, and (iii) that the Series 2013 Bonds are subject to mandatory tender for purchase on such effective date and the purchase price applicable thereto.

(E) Determination of Index Interest Rates.

(1) Determination of LIBOR Index Rates. During each LIBOR Index Rate Period, the Series 2013 Bonds shall, subject to Sections 2.02(a)(i)(E)(3), 2.02(a)(i)(E)(4), 2.02(a)(i)(E)(5) and 2.02(a)(i)(E)(6) hereof, bear interest at the LIBOR Index Rate. The Calculation Agent shall determine the LIBOR Index Rate on each Computation Date during the LIBOR Index Rate Period, and such rate shall become effective on the LIBOR Index Reset Date next succeeding the Computation Date and interest at such rate shall accrue each day during such LIBOR Index Rate Period, commencing on and including the first day of such period to but excluding the last day of such period. The LIBOR Index Rate shall be rounded upward to the fourth decimal place. Notwithstanding the foregoing, the LIBOR Index Rate for the period commencing on and including the Closing Date to but not including September 3, 2013, shall be equal to the initial interest rate set forth in the Officer's Certificate and interest accruing on the Series 2013 Bonds during such period shall be payable on September 3, 2013, the initial Interest Payment Date.

(2) Determination of SIFMA Index Rates. During each SIFMA Index Rate Period, the Series 2013 Bonds shall, subject to Sections 2.02(a)(i)(E)(3), 2.02(a)(i)(E)(4), 2.02(a)(i)(E)(5) and 2.02(a)(i)(E)(6) hereof, bear interest at the SIFMA Index Rate. The Calculation Agent shall determine the SIFMA Index Rate on each Computation Date during the SIFMA Index Rate Period, and such rate shall become effective on the SIFMA Rate Reset Date next succeeding such Computation Date and interest at such rate shall accrue each day during such SIFMA Index Rate Period, commencing on and including the

first day of such period to but excluding the last day of such period. The SIFMA Index Rate shall be rounded upward to the second decimal place.

(3) Amortization Period. Notwithstanding anything herein to the contrary, during the Amortization Period, the Series 2013 Bonds shall bear interest at the Purchaser Rate (subject to adjustment to the Taxable Rate, Default Rate or Maximum Interest Rate, as applicable).

(4) Adjustments to Index Interest Rates. From and after any Taxable Date, the interest rate on Series 2013 Bonds in an Index Interest Rate Period (including with respect to any Unremarketed Bonds) shall be established at a rate at all times equal to the Taxable Rate (subject to adjustment to the Default Rate or Maximum Interest Rate, as applicable).

(5) Default Rate. Notwithstanding the foregoing provisions of this Section 2.02(a)(i)(E), from and after the occurrence of any Event of Default, the interest rate for Series 2013 Bonds in an Index Interest Rate Period including with respect to any Unremarketed Bonds shall be established at a rate at all times equal to the greater of (i) the Default Rate and (ii) the interest rate that otherwise would be applicable to the Series 2013 Bonds but for the provisions of this paragraph, payable on demand to the Purchaser.

(6) Excess Interest. Notwithstanding anything in this Ordinance to the contrary, if during an Index Interest Rate Period including any period when Unremarketed Bonds are outstanding, the rate of interest on the Series 2013 Bonds exceeds the Maximum Interest Rate for such Series 2013 Bonds, then (i) such Series 2013 Bonds shall bear interest at the Maximum Interest Rate and (ii) interest on such Series 2013 Bonds shall be calculated at the rate equal to the difference between (A) the rate of interest for such Series 2013 Bonds as calculated pursuant to this Ordinance and (B) the Maximum Interest Rate (the "Excess Interest") shall be deferred until such date as the rate of interest borne by such Series 2013 Bonds is below the Maximum Interest Rate, at which time that portion of the deferred Excess Interest shall be payable with respect to such Series 2013 Bonds as will cause the rate of interest then paid thereon to equal the Maximum Interest Rate, which payments of deferred Excess Interest shall continue until all deferred Excess Interest with respect to the Series 2013 Bonds is fully paid.

(7) Failure to Determine Rate or Certain Rate Period. If for any reason the Calculation Agent fails to determine the Index Interest Rate, the Index Interest Rate then in effect shall remain in effect.

(8) Determinations Conclusive. The determination of any Index Interest Rate by the Calculation Agent shall be conclusive and

binding upon the City, the Paying Agent, the Remarketing Agent and the Holders. The determination of the Applicable Spread by the Market Agent shall be conclusive and binding upon the City, the Paying Agent, the Remarketing Agent and the Holders.

(9) Adjustment to Index Interest Rate. The City, by written direction to the other Notice Parties, may elect, subject to the provisions of Sections 2.02(e), 2.02(f) and 2.02(h), that the Series 2013 Bonds shall bear interest at an Index Interest Rate including adjustments from one LIBOR Index Rate to another LIBOR Index Rate or from one SIFMA Index Rate to another SIFMA Index Rate. Such direction of the City shall specify (x) whether such Index Interest Rate shall be a SIFMA Index Rate or a LIBOR Index Rate, (y) the new Special Purchase Date and (z) the new Applicable Spread and, if such Index Interest Rate shall be a LIBOR Index Rate, the new Applicable Factor. The new Applicable Factor and Applicable Spread shall be determined by the Market Agent on or prior to the Conversion Date based on the length of the new Index Interest Rate Period applicable to the chosen Special Purchase Date such that the initial Applicable Spread shall equal the number of basis points that, when added to the SIFMA Index or the product of the LIBOR Index and the Applicable Factor, would equal the minimum interest rate per annum that would enable the Market Agent or Remarketing Agent to sell the Series 2013 Bonds on such Conversion Date at a price equal to the principal amount thereof (without regard to accrued interest, if any, thereof). Such direction of the City shall further specify (i) the effective date of such adjustment to such LIBOR Index Rate or SIFMA Index Rate, as applicable, which shall be (x) a Business Day not earlier than the 30th day following the second Business Day after receipt by the Paying Agent of such direction, and (y) in the case of an adjustment from a Long Period, the day immediately following the last day of the then-current Long Period, or (z) in the case of an adjustment from a Daily Rate Period, Weekly Rate Period or Short-Term Rate Period, the day immediately following the last day of the Interest Rate Period with respect to the Series 2013 Bonds and (ii) the date of delivery for the Series 2013 Bonds to be purchased (if other than such effective date). In addition, the direction of the City shall be accompanied by a form of notice to be mailed to the Owners of the Series 2013 Bonds by the Paying Agent as provided in Section 2.02(a)(i)(E)(10). During each LIBOR Index Rate Period or SIFMA Index Rate Period, as applicable, commencing on the date so specified and ending on the day immediately preceding the effective date of the next succeeding LIBOR Index Rate Period or SIFMA Index Rate Period, as applicable, the interest rate borne by the Series 2013 Bonds shall be a LIBOR Index Rate or SIFMA Index Rate, as applicable.

(10) Notice of Adjustment to Index Interest Rate. The Paying Agent shall give notice, together with the notice required by Section 5.01(g), by Mail of an adjustment to an Index Interest Rate to the

Owners of the Series 2013 Bonds and, if a book-entry system is in effect, then to DTC, not less than 30 days prior to the effective date of such Index Interest Rate. Such notice shall state (i) that the interest rate on the Series 2013 Bonds will be adjusted to or continue to be a LIBOR Index Rate or SIFMA Index Rate, as applicable, unless, in the case of an adjustment from a Long Rate, Bond Counsel fails to deliver to the Notice Parties a Favorable Opinion of Bond Counsel as to such adjustment, in which case the Series 2013 Bonds shall continue to bear interest at the Long Rate in effect immediately prior to such proposed adjustment in the Interest Rate Period, (ii) the effective date of such LIBOR Index Rate Period or SIFMA Index Rate Period, as applicable, (iii) that the Series 2013 Bonds are subject to mandatory tender for purchase on such effective date and the applicable purchase price, and (iv) if the Series 2013 Bonds are no longer in book-entry form, information with respect to the required delivery of bond certificates and payment of the purchase price under Section 5.01(g) of this Ordinance.

(ii) Determination of Fixed Interest Rate. On and after the Fixed Rate Date for the Series 2013 Bonds, the Series 2013 Bonds shall bear interest at the Fixed Interest Rate. Not later than the Business Day prior to the Fixed Rate Date (or if such day is not a Business Day, then on the immediately preceding Business Day), the applicable Remarketing Agent shall determine the interest rate which in its judgment, having due regard for prevailing financial market conditions, is the interest rate, but not in excess of the interest rate, which would enable such Remarketing Agent to sell all of the Series 2013 Bonds on the Fixed Rate Date with a Fixed Interest Rate until maturity at 100% of the principal amount thereof plus accrued interest, if any, with respect thereto, plus a premium sufficient to pay any remarketing fees; provided, however, that if the City exercises its option pursuant to Section 2.04 to have any Series 2013 Bonds remarketed on the Fixed Rate Date at a discount, the applicable Remarketing Agent shall establish the Fixed Interest Rate taking into account any such discount specified by the City. The Remarketing Agent shall promptly give telephonic notice to the City, the Fiscal Agent and the Paying Agent of the Fixed Interest Rate.

(b) Place of Payment. Subject to Section 3.01(a) hereof, the principal of, and premium, if any, on the Series 2013 Bonds shall be payable in lawful money of the United States of America upon presentment and surrender of such Series 2013 Bonds at the Corporate Trust Office of the Paying Agent. Subject to Section 3.01(a) hereof, interest on the Series 2013 Bonds shall be payable on each applicable Interest Payment Date by the Paying Agent, by check mailed by Mail on the date on which due to the Owners of the Series 2013 Bonds at the close of business on the Record Date in respect of such Interest Payment Date at the registered addresses of Owners as shall appear on the Bond Register. In the case of any holder of Series 2013 Bonds in an aggregate principal amount in excess of $1,000,000 as shown on the registration books kept by the Paying Agent who, prior to the Record Date next preceding any Interest Payment Date, shall have provided, or caused to be provided to, the Paying Agent with wire transfer instructions, interest payable on such Series 2013 Bonds shall be paid in accordance with the

wire transfer instructions provided by the holder of such Series 2013 Bonds (or by the applicable Remarketing Agent on behalf of such holder).

(c) Binding Determination. The determination by the applicable Remarketing Agent in accordance with this Section 2.02 (or the City's determination pursuant to this Section 2.02) of the Adjustable Interest Rate and the Fixed Interest Rate payable with respect to the Series 2013 Bonds shall be conclusive and binding on the Notice Parties and the Owners of Series 2013 Bonds.

(d) Maximum Interest Rate. Subject only to the provisions of Section 2.02(a)(i)(E)(6) of this Ordinance, notwithstanding anything to the contrary contained herein, in no event shall the interest rate payable with respect to any Series 2013 Bonds exceed the Maximum Interest Rate; provided, however, Provider Bonds shall accrue interest as provided in the applicable Credit Facility.

(e) Method of Notice of Adjustment. In the event that the City shall elect to convert the interest rate on the Series 2013 Bonds to a Daily Rate, Weekly Rate, Index Interest Rate, Bond Interest Term Rates or Long Rate as provided in Section 2.02(a)(i), then the written direction furnished by the City to the other Notice Parties as required by such Section shall be made by registered or certified mail, or by electronic-mail, telex or telecopy confirmed by registered or certified mail. Any such direction of the City shall specify whether the Series 2013 Bonds are to bear interest at the Daily Rate, Weekly Rate, Index Interest Rate, Bond Interest Term Rates or the Long Rate and shall be accompanied by a copy of the notice required to be given by the Paying Agent pursuant to Sections 2.02(a)(i)(A)(3), 2.02(a)(i)(B)(3), 2.02(a)(i)(C)(3), 2.02(a)(i)(D)(3) or 2.02(a)(i)(E)(10), as the case may be. Notwithstanding anything in this Section 2.02 to the contrary, the City may not elect to adjust the interest rate on the Series 2013 Bonds from a Fixed Interest Rate.

(f) Applicable Adjustable Interest Rate Upon a Failure to Receive a Favorable Opinion of Bond Counsel. Notwithstanding anything in this Section 2.02 to the contrary, in connection with any adjustment of the Series 2013 Bonds from a Daily Rate, Weekly Rate, Index Interest Rate, or Bond Interest Term Rates to a Long Rate or from a Long Rate to a Daily Rate, Weekly Rate, Index Interest Rate, or Bond Interest Term Rates, the City shall cause to be provided to the other Notice Parties a Favorable Opinion of Bond Counsel on the effective date of such adjustment. In the event that Bond Counsel fails to deliver a Favorable Opinion of Bond Counsel on any such date, then the Interest Rate Period on the Series 2013 Bonds shall not be adjusted, and the Series 2013 Bonds bearing interest at (i) the Daily Rate, the Weekly Rate, Index Interest Rate or Bond Interest Term Rates shall continue to bear interest at a Daily Rate, Weekly Rate, Index Interest Rate or Bond Interest Term Rates, respectively, as in effect immediately prior to such proposed adjustment in the Interest Rate Period, and (ii) at a Long Rate shall continue to bear interest at the Long Rate in effect immediately prior to such proposed adjustment in the Interest Rate Period. In any event, if notice of such adjustment has been mailed to the Owners of the Series 2013 Bonds as provided in Section 2.02 and Bond Counsel fails to deliver a Favorable Opinion of Bond Counsel on the effective date as herein described, the Series 2013 Bonds shall continue to be subject to mandatory purchase on the date which would have been the effective date of such adjustment as provided in Section 5.01(c)(i).

(g) Provider Bonds. Any Provider Bonds shall bear interest at the Provider Bond Rate for the period commencing from the date that the applicable Credit Provider shall have purchased such Provider Bond and, subject to Section 6.08 hereof, continuing until the applicable Credit Provider shall no longer be the Owner of such Series 2013 Bond as provided in the applicable Credit Facility. Notwithstanding anything in this Ordinance to the contrary, interest on Provider Bonds shall be paid by wire transfer, on the date on which such interest is due, in accordance with the wire transfer instructions to be provided by the applicable Credit Provider prior to such Interest Payment Date, as provided in the applicable Credit Facility.

All Provider Bonds within the Series 2013 Bonds shall be (i) remarketed prior to any other Series 2013 Bonds, and (ii) converted and remarketed to a Fixed Interest Rate before any other Series 2013 Bonds are so converted and remarketed.

(h) Expiration of a Credit Facility. In connection with any adjustment in the Interest Rate Period for the Series 2013 Bonds at the direction of the City (other than an adjustment to a Fixed Interest Rate), if such adjusted Interest Rate Period would (i) extend beyond the Scheduled Termination Date of the applicable Credit Facility, (ii) require greater interest coverage than provided currently in the applicable Credit Facility or (iii) cause the applicable Credit Facility to no longer apply with respect to the Series 2013 Bonds, the City, as a condition to the effectiveness of the direction to adjust the Interest Rate Period, must supply the Paying Agent with an amendment to the applicable Credit Facility or an Alternate Credit Facility with respect to the Series 2013 Bonds.

In the event (i) the applicable Credit Provider does not agree to extend the Commitment Period beyond any Scheduled Termination Date of the applicable Credit Facility and an Alternate Credit Facility or a firm commitment for an Alternate Credit Facility has not been obtained by the City within 45 days prior to such Scheduled Termination Date, or (ii) such Credit Provider shall have notified the City pursuant to the provisions of the applicable Credit Facility (or similar provisions of an Alternate Credit Facility) that an "Event of Default" shall have occurred under the applicable Credit Facility and that the Credit Provider's obligation to purchase Series 2013 Bonds shall terminate, the City shall take all action necessary, in accordance with the terms hereof, to either: (i) convert the Series 2013 Bonds to a Fixed Interest Rate in accordance with Section 2.04, (ii) defease the Series 2013 Bonds or provide for the payment or redemption thereof in accordance with Section 12.02 hereof or (iii) obtain an Alternate Credit Facility in the case of expiration of the Credit Facility, for delivery on a date not later than five (5) days prior to the Scheduled Termination Date and, in the case of an "Event of Default" under such Credit Facility, on a date not later than the termination date of the applicable Credit Facility. In the event the applicable Credit Provider does not agree to increase interest coverage necessary to effect a change in the Interest Mode, then the City shall take all action necessary to either (1) stay in the same Interest Mode or (2) (i) convert the Series 2013 Bonds to a Fixed Interest Rate in accordance with Section 2.04 hereof, (ii) defease the Series 2013 Bonds, or provide for the payment or redemption thereof in accordance with Section 12.02 hereof or (iii) obtain an Alternate Credit Facility. On the second Business Day prior to the date of such conversion or defeasance of the Series 2013 Bonds or upon the termination of the applicable Credit Facility, all amounts payable to the applicable Credit Provider in connection with the applicable Credit Facility and the Provider Bonds (except as may be set forth in Section 2.02(g), as applicable, and Section 2.07 hereof) shall be paid in full.

Section 2.03 Accrual of Interest. Except as provided in Section 2.02(g) with respect to Provider Bonds, each Series 2013 Bond shall bear interest from and including the Interest Accrual Date immediately preceding the date of authentication thereof, or, if such date of authentication shall be an Interest Accrual Date to which interest on the Series 2013 Bonds has been paid in full or duly provided for or the date of initial authentication of the Series 2013 Bonds, from such date of authentication; provided, however, that if, as shown by the records of the Paying Agent, interest on the Series 2013 Bonds shall be in default, such Series 2013 Bonds issued in exchange therefor or surrendered for registration of transfer or exchange shall bear interest from the date to which interest has been paid in full on the Series 2013 Bonds or, if no interest has been paid on the Series 2013 Bonds, from the date of the first authentication thereof. Interest on the Series 2013 Bonds shall be payable on each respective Interest Payment Date for the period commencing on the immediately preceding Interest Accrual Date or otherwise as provided herein and ending on the day immediately preceding such Interest Payment Date. In any event, interest on the Series 2013 Bonds shall be payable for the final Interest Rate Period to the date on which any Series 2013 Bonds shall have been paid in full. Interest shall be computed, (i) in the case of any Series 2013 Bonds bearing interest at the LIBOR Index Rate, the Purchaser Rate, the Default Rate, or the Taxable Rate, on the basis of a 360-day year and actual days elapsed, (ii) in the case of any Series 2013 Bonds bearing interest at the Long Rate or Fixed Interest Rate, on the basis of a 360-day year consisting of twelve 30-day months, and (iii) in the case of any other Interest Rate Period, on the basis of a 365 or 366-day year, as applicable, for the actual number of days elapsed.

Section 2.04 Conversion to Fixed Interest Rate.

(a) The City shall have the option, exercisable one time for the Series 2013 Bonds (unless a Fixed Interest Rate is not determined as provided in Section 2.04(b), in which case the City may exercise the option until such Fixed Interest Rate is determined), to convert the interest payable with respect to the Series 2013 Bonds to the Fixed Interest Rate. The City shall exercise such option by giving, not less than 30 days prior to the Fixed Rate Date, notice to the Notice Parties of its election to convert the interest payable with respect to the Series 2013 Bonds to the Fixed Interest Rate. Such notice shall specify the Fixed Rate Date, which may be any Business Day for which Owners may be given timely notice of conversion as provided in Section 2.05 hereof. In connection with any conversion to the Fixed Interest Rate, the City shall have the right to direct the applicable Remarketing Agent to remarket the Series 2013 Bonds on the Fixed Rate Date at a discount or at a premium, including a premium sufficient to pay any remarketing fees, and to establish new mandatory sinking account payments; provided that in order to exercise such option, the City must deposit with the Paying Agent on or prior to the Fixed Rate Date an amount equal to the discount and the remarketing fee. No later than the Business Day prior to the Fixed Rate Date, the applicable Remarketing Agent shall determine the Fixed Interest Rate, as provided in Section 2.02(a)(ii) hereof.

(b) If the applicable Remarketing Agent fails, refuses or is unable to determine the Fixed Interest Rate prior to the Fixed Rate Date, or if a court of competent jurisdiction determines that the Fixed Interest Rate is invalid or unenforceable, then the Series 2013 Bonds shall bear interest, during the Initial Period, at the then current Index Interest Rate, and, while the Series 2013 Bonds bear interest at any Adjustable Rate other than an Index Interest Rate, at the interest rate provided in Section 2.02(a)(i)(B) hereof, until such time as the

City elects a new Interest Rate Period as provided in Section 2.02 or again exercises its option to convert to a Fixed Interest Rate. If, at the direction of the City, the Remarketing Agent resumes determination of the Fixed Interest Rate pursuant to 2.04(a) hereof, the foregoing provisions shall apply as if there had been no prior invalidation or failure by the Remarketing Agent to determine the Fixed Interest Rate.

(c) Notwithstanding anything in this Section 2.04 to the contrary, in connection with any conversion of the Series 2013 Bonds to a Fixed Interest Rate, the City shall cause to be provided to the other Notice Parties a Favorable Opinion of Bond Counsel on the effective date of such conversion. In the event that Bond Counsel fails to deliver a Favorable Opinion of Bond Counsel on any such date, then the Interest Rate Period on the Series 2013 Bonds shall not be converted, and the Series 2013 Bonds bearing interest at (i) the Index Interest Rate, the Daily Rate, the Weekly Rate or Bond Interest Term Rates shall continue to bear interest at the Index Interest Rate, a Daily Rate, the Weekly Rate or the Bond Interest Term Rates, respectively, as in effect immediately prior to such proposed adjustment in the Interest Rate Period, and (ii) at a Long Rate shall continue to bear interest at the Long Rate in effect immediately prior to such proposed conversion to a Fixed Interest Rate. In any event, if notice of such conversion has been mailed to the Owners of the Series 2013 Bonds as provided in Section 2.05 and Bond Counsel fails to deliver a Favorable Opinion of Bond Counsel on the effective date as herein described, the Series 2013 Bonds shall continue to be subject to mandatory purchase on the date which would have been the effective date of such adjustment as provided in Section 5.01(c)(i).

Section 2.05 Notice of Conversion to Fixed Interest Rate. If the City exercises its option to convert the Series 2013 Bonds to the Fixed Interest Rate, the Paying Agent shall give notice of such conversion to the Rating Agencies, the applicable Credit Provider, the applicable Remarketing Agent and the Owners of Series 2013 Bonds. Such notice shall state (i) that the interest rate with respect to the Series 2013 Bonds will be converted to the Fixed Interest Rate, (ii) the Fixed Rate Date, (iii) the date the Fixed Interest Rate is to be established, (iv) that interest represented by the Series 2013 Bonds will be payable on each June 1 and December 1 after the Fixed Rate Date, (v) that subsequent to the Fixed Rate Date, the Owners will no longer have the right to deliver such Series 2013 Bonds to the Paying Agent for purchase, (vi) that all Outstanding Series 2013 Bonds will be purchased on the Fixed Rate Date, (vii) that the interest rate on the Series 2013 Bonds will be converted to a Fixed Rate, unless Bond Counsel fails to deliver to the Notice Parties a Favorable Opinion of Bond Counsel as to such conversion, in which case the Series 2013 Bonds shall remain in the Interest Rate Period in effect immediately prior to such proposed conversion to the Fixed Interest Rate and (viii) that on and after conversion date, the Owners shall be deemed to have tendered their Series 2013 Bonds as of the Fixed Rate Date to the Paying Agent. From and after the Fixed Rate Date, said Owners shall not be entitled to any payment (including any interest to accrue from and after the Fixed Rate Date) other than the purchase price for the Series 2013 Bonds, which shall be an amount equal to the principal amount thereof plus accrued interest, if any, with respect thereto calculated as of the Fixed Rate Date. From and after the Fixed Rate Date, the Series 2013 Bonds shall no longer otherwise be entitled to the benefits of this Ordinance as further provided in Section 2.07 hereof. The Series 2013 Bonds shall be purchased on the Fixed Rate Date in accordance with and from the sources of funds specified in Section 6.03 hereof.

Section 2.06 Replacement Bonds. After conversion to the Fixed Interest Rate pursuant to Section 2.04 hereof, the Paying Agent, at the direction of the City, shall deliver replacement Series 2013 Bonds bearing the Fixed Interest Rate with deletion of such terms which are, in the opinion of Bond Counsel, no longer applicable. Any such replacement Series 2013 Bonds shall be executed and authenticated as provided herein. Any such replacement Series 2013 Bonds shall be in Authorized Denominations. If definitive Series 2013 Bonds are not available for delivery, temporary replacement Series 2013 Bonds may be delivered.

Section 2.07 Certain Provisions of Series 2013 Bonds and this Ordinance Inapplicable After Fixed Rate Date. On and after the Fixed Rate Date, any Series 2013 Bonds bearing interest at the Fixed Interest Rate shall no longer be subject to the following provisions of this Ordinance, and in the event of delivery of replacement Series 2013 Bonds pursuant to Section 2.06 hereof, any recital of such provisions shall be deleted from such replacement Series 2013 Bonds:

(i) The provisions of Article V hereof relating to the purchase, remarketing and delivery of Series 2013 Bonds;

(ii) The provisions of Section 2.02(a)(i), (c), (d), (e), (f), (g) and (h) relating to Adjustable Interest Rate;

(iii) The provisions of Sections 2.04, 2.05 and 2.06 relating to conversion to the Fixed Interest Rate; and

(iv) Any provisions relating to a Credit Facility, except to the extent that any Provider Bonds and other obligations are outstanding under the provisions of a Credit Facility.

ARTICLE III
BOOK ENTRY BONDS AND TRANSFERS

Section 3.01 Book-Entry System; Limited Obligation.

(a) Except as otherwise provided in this Section 3.01, the Series 2013 Bonds shall be registered in the form of one global bond in the aggregate principal amount of the Series 2013 Bonds in the name of the Securities Depository or its nominee and ownership thereof shall be maintained in book-entry form by the Securities Depository for the account of the Participants thereof. Initially, the Series 2013 Bonds shall be registered in the name of Cede & Co., as the nominee of the Securities Depository, and payment of principal or interest for any Series 2013 Bond registered in the name of Cede & Co. shall be made as provided in the Representation Letter. Except as provided in subsection (c) of this Section, the Series 2013 Bonds may be transferred, in whole but not in part, only to the Securities Depository or a nominee of the Securities Depository, or to a successor Securities Depositary selected by the City or to a nominee of such successor Securities Depository. Each global bond shall bear a legend substantially to the following effect: "Except as otherwise provided in Section 3.01 of the Ordinance (as defined herein), this global bond may be transferred, in whole but not in part, only to another nominee of the Securities Depository (as defined in this Ordinance) or to a successor Securities Depository or to a nominee of a successor Securities Depository."

(b) The City and the Paying Agent shall have no responsibility or obligation with respect to:

(i) the accuracy of the records of the Securities Depository or any Participant with respect to any beneficial ownership interest in the Series 2013 Bonds;

(ii) the delivery to any Participant, Beneficial Owner or other Person, other than the Securities Depository, of any notice with respect to the Series 2013 Bonds;

(iii) the payment to any Participant, Beneficial Owner or other Person, other than the Securities Depository, of any amount with respect to the principal of, premium, if any, or interest on, the Series 2013 Bonds;

(iv) any consent given by the Securities Depository as Owner; or

(v) the selection by the Securities Depository or any Participant of any Beneficial Owners to receive payment if the Series 2013 Bonds are redeemed in part.

So long as the certificates for the Series 2013 Bonds issued pursuant to this Ordinance, are not issued pursuant to subsection (c) of this Section 3.01, the City and the Paying Agent may treat the Securities Depository as, and deem the Securities Depository to be, the absolute Owner of such Series 2013 Bond for all purposes whatsoever, including without limitation:

(i) the payment of principal, premium, if any, and interest on or purchase price of such Series 2013 Bond;

(ii) giving notices of redemption or mandatory tenders and other matters with respect to such Series 2013 Bond; and

(iii) registering transfers with respect to such Series 2013 Bond.

(c) If at any time the Securities Depository notifies the City that it is unwilling or unable to continue as Securities Depository with respect to the Series 2013 Bonds or if at any time the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Securities Depository is not appointed by the City within 90 days after the City receives notice or becomes aware of such condition, as the case may be, subsections (a) and (b) of this Section 3.01 shall no longer be applicable and the City shall execute and the Paying Agent shall authenticate and deliver certificates representing the Series 2013 Bonds as provided below. In addition, the City may determine at any time that the Series 2013 Bonds shall no longer be represented by global certificates and that the provisions of subsections (a) and (b) above shall no longer apply to such Series 2013 Bonds. In any such event the City shall execute and the Paying Agent shall authenticate and deliver certificates representing the Series 2013 Bonds as provided below. Certificates for the Series 2013 Bonds issued in exchange for a global certificate pursuant to this

subsection (c) shall be registered in such names and authorized denominations as the Securities Depository, pursuant to instructions from the Participants or otherwise, shall instruct the City and the Paying Agent. The Paying Agent shall deliver such certificates representing the Series 2013 Bonds to the persons in whose names such Series 2013 Bonds are so registered on the Business Day immediately preceding the first day of an Interest Rate Period.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as the Series 2013 Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal or redemption price of and interest on or the purchase price of such Series 2013 Bonds, and all notices with respect to such Series 2013 Bonds, shall be made and given to DTC as provided in the Representation Letter.

(e) In connection with any notice or other communication to be provided to Owners of Series 2013 Bonds pursuant to this Ordinance by the City or the Paying Agent with respect to any consent or other action to be taken by Owners of Series 2013 Bonds, the City or the Paying Agent, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible. Notice to DTC shall be given only when DTC is the Owner of the Series 2013 Bonds.

(f) If the City purchases, or causes the Paying Agent to purchase, any of the Series 2013 Bonds, such purchase of Series 2013 Bonds shall be deemed to have occurred upon the purchase of beneficial ownership interests in the Series 2013 Bonds from a Participant. Upon receipt by DTC of notice from the City and a Participant that a purchase of beneficial ownership interests in the Series 2013 Bonds has been made by the City from such Participant, DTC shall surrender to the Paying Agent such Series 2013 Bonds referenced in such notice and, if the principal amount referenced in said notice is less than the principal amount of the Bonds so surrendered, the Paying Agent shall authenticate and deliver to DTC, in exchange for the Series 2013 Bonds so surrendered, a new Series 2013 Bond or Series 2013 Bonds, in Authorized Denominations and in a principal amount equal to the difference between (i) the principal amount of the Series 2013 Bonds so surrendered and (ii) the principal amount referenced in said notice.

(g) Notwithstanding any provision herein to the contrary, the City and the Paying Agent may agree to allow DTC, or its nominee, Cede & Co., to make a notation on any Series 2013 Bond redeemed or defeased in part to reflect, for informational purposes only, the principal amount and date of any such redemption or defeasance.

(h) Notwithstanding any provision herein to the contrary, so long as any Series 2013 Bonds are subject to a system of book-entry transfers pursuant to this Section 3.01, any requirement for the delivery of Series 2013 Bonds to the Paying Agent in connection with a tender pursuant to Section 5.01 shall be deemed satisfied upon the transfer, on the registration books of DTC, of the beneficial ownership interests in such Series 2013 Bonds tendered for purchase to the account of the Paying Agent, or a Participant acting on behalf of or at the direction of such Paying Agent.

Section 3.02 Transfers.

(a) If at any time ownership of any Series 2013 Bonds is no longer maintained in book-entry form, the transfer and exchange of the Series 2013 Bonds shall be governed by the provisions of this Ordinance.

(b) Notwithstanding anything herein to the contrary, during any Index Interest Rate Period, transfer of the Series 2013 Bonds shall be subject to the terms, conditions and limitations set forth in the applicable Continuing Covenant Agreement.

Section 3.03 Bond Register. The Paying Agent, as agent of the Fiscal Agent with respect to the Series 2013 Bonds, shall keep or cause to be kept at its Corporate Trust Office sufficient books for the registration of, and registration of transfer of, the Series 2013 Bonds, which books shall at all times during regular business hours be open to inspection by the City. Upon presentation for registration of transfer, the Paying Agent shall, as provided in this Ordinance and under such reasonable regulations as it may prescribe subject to the provisions of this Ordinance and hereof, register or register the transfer of the Series 2013 Bonds, or cause the same to be registered or cause the registration of the same to be transferred, on such books.

ARTICLE IV
REDEMPTION OF SERIES 2013 BONDS

Section 4.01 Redemption Provisions. The Series 2013 Bonds are subject to redemption as provided below; provided, however, such redemption provisions may be amended on any date on which the Series 2013 Bonds are subject to mandatory tender for purchase or upon any date determined by the City upon receipt of a Favorable Opinion of Bond Counsel and the written consent of the Owners of a majority in aggregate amount of the Series 2013 Bonds or with the written consent of the Credit Provider.

(a) Optional Redemption of Series 2013 Bonds in the Daily Mode, the Weekly Mode or the Short-Term Mode. Any Series 2013 Bonds in the Daily Mode, the Weekly Mode or the Short-Term Mode are subject to optional redemption at the option of the City, in whole or in part, in Authorized Denominations, on any Interest Payment Date at a redemption price equal to 100% of the principal being redeemed plus accrued interest, if any, to such Redemption Date, without premium.

(b) Optional Redemption of Series 2013 Bonds in the LIBOR Index Mode or the SIFMA Index Mode. Any Series 2013 Bonds in the LIBOR Index Mode or the SIFMA Index Mode are subject to optional redemption by the City, in whole or in part, in Authorized Denominations, on any LIBOR Index Reset Date or SIFMA Index Reset Date at a redemption price equal to 100% of the principal being redeemed plus accrued interest, if any, to such Redemption Date, without premium, subject to any limitations set forth in the Continuing Covenant Agreement.

(c) Optional Redemption of Series 2013 Bonds Bearing the Fixed Interest Rate or in the Long Mode. Any Series 2013 Bonds bearing the Fixed Interest Rate or in the Long Mode are subject to optional redemption at the option of the City, in whole on any date or in part on any Business Day, during the periods specified below, and, in addition, with respect to

the Series 2013 Bonds in the Long Mode, on the Business Day next succeeding the last day of the Long Period, at the redemption prices (expressed as a percentage of principal amount) hereinafter indicated, plus accrued interest, if any, to the Redemption Date:

Length of Period Since Conversion	Redemption Prices
Greater than 10 years	After 7 years at 100%
Less than or equal to 10 years and greater than 7 years	After 5 years at 100%
Less than or equal to 7 years and greater than 4 years	After 3 years at 100%
Less than or equal to 4 years	After 2 years at 100%

(d) Optional and Mandatory Redemption of Provider Bonds. Provider Bonds shall be subject to optional redemption by the City, in whole or in part at any time, and from time to time, at a redemption price equal to 100% of the principal being redeemed plus accrued interest, if any, at the Provider Bond Rate to such Redemption Date. Notwithstanding anything to the contrary in this Ordinance, Provider Bonds shall be subject to mandatory redemption as provided in the applicable Credit Facility.

(e) Mandatory Redemption of Unremarketed Bonds. Series 2013 Bonds which constitute Unremarketed Bonds shall be subject to mandatory redemption in the amounts, on the dates and in the manner set forth in the related Continuing Covenant Agreement as set forth in Section 5.01(f) hereof.

(f) Mandatory Sinking Account Redemption of Series 2013 Bonds. The Series 2013 Bonds shall be subject to call and redemption prior to maturity, commencing on the date set forth in the Officer's Certificate and on each June 1 thereafter, at a redemption price equal to 100% of the principal being redeemed plus accrued interest, if any, to the Redemption Date, from mandatory sinking account payments which have been deposited in the Debt Service Fund, in the principal amounts set forth in the Officer's Certificate.

Mandatory sinking account payments for the Series 2013 Bonds shall be reduced to the extent the City has purchased such Series 2013 Bonds and surrendered such Series 2013 Bonds to the Paying Agent for cancellation. If Series 2013 Bonds have been redeemed as provided in Section 4.01(a), (b) other than during the Initial Period, (c) or (d) above, then the amount of the Series 2013 Bonds so redeemed shall be credited to such future mandatory sinking account payments as may be specified by the Chief Financial Officer of the City. If Series 2013 Bonds have been redeemed as provided in Section 4.01(b) above during the Initial Period, then the amount of the Series 2013 Bonds so redeemed shall be credited to such future mandatory sinking account payments as may be specified by the Chief Financial Officer of the City with the written consent of the Purchaser. A reduction of mandatory sinking account payments in any twelve-month period ending June 1 will reduce the principal amount of Series 2013 Bonds subject to mandatory sinking account redemption on that June 1.

Section 4.02 Selection for Redemption. In the case of redemption in part, Provider Bonds shall be selected for redemption by the Paying Agent prior to selecting any

other Series 2013 Bonds, and thereafter, the Paying Agent shall select the Series 2013 Bonds to be redeemed by lot.

When any of the Series 2013 Bonds are to be redeemed at the option of the City as set forth in Section 4.01(a) through 4.01(d) above, the Paying Agent shall have first received a written notice of an Authorized City Representative of the exercise of such option (A) with respect to Series 2013 Bonds during an Index Interest Rate Period, at least sixty (60) days but not more than ninety (90) days prior to the proposed Redemption Date, and (B) with respect to Series 2013 Bonds during any other Interest Rate Period, at least thirty (30) days but not more than sixty (60) days prior to the proposed Redemption Date. Such request shall state the proposed Redemption Date and the aggregate principal amount of the Series 2013 Bonds to be redeemed and the maturity from which each redemption shall be made. Such request shall state whether such redemption shall be conditioned on a deposit of sufficient funds or if sufficient moneys will be on deposit prior to sending the notice of redemption as provided in Section 4.03 hereof.

When any of the Series 2013 Bonds are subject to mandatory redemption as set forth in Section 4.01(e), the Paying Agent shall proceed to select for redemption (by lot or in such other manner as the Paying Agent may determine) from all Outstanding Unremarketed Bonds.

Not more than sixty days nor less than thirty days prior to the sinking account payment dates for the Series 2013 Bonds pursuant to Section 4.01(f), the Paying Agent shall proceed to select for redemption (by lot or in such other manner as the Paying Agent may determine) from all Outstanding Series 2013 Bonds, a principal amount of the Series 2013 Bonds equal to the aggregate principal amount of the Series 2013 Bonds redeemable with the required sinking account payments, and shall call such Series 2013 Bonds or portions thereof for redemption from the sinking account on the next principal payment date, and give notice of such redemption as provided in Section 4.03 of this Ordinance.

Section 4.03 Notice of Redemption. Unless waived by any owner of Series 2013 Bonds to be redeemed for purchase, notice of redemption of any Series 2013 Bonds shall be given by the Paying Agent by Mail (A) with respect to Series 2013 Bonds during an Index Interest Rate Period, not less than sixty (60) nor more than ninety (90) days prior to the Redemption Date, and (B) with respect to Series 2013 Bonds during any other Interest Rate Period, not less than thirty (30) nor more than sixty (60) days prior to the Redemption Date to (i) the respective Owners of such Series 2013 Bonds designated for redemption at their addresses appearing on the register maintained pursuant to Section 3.03 hereof, (ii) the applicable Remarketing Agent, (iii) the applicable Credit Provider, (iv) the Fiscal Agent, (v) the Purchaser, if any, and (vi) one or more Information Services. Notice of redemption of any Series 2013 Bonds shall also be given by telecopy, certified, registered or overnight mail to the Securities Depository upon mailing of notice of redemption to the Owners and the Information Services. Each notice of redemption shall state the date of such notice, the Redemption Date, the Redemption Price, the place or places of redemption (including the name and appropriate address or addresses of the Paying Agent), the CUSIP number, if any, of the maturity and, if less than all of such maturity, the distinctive certificate numbers of the Series 2013 Bonds of such maturity to be redeemed and, in the case of any Series 2013 Bonds to be redeemed in part

only, the respective portion of the principal amount thereof to be redeemed. Each such notice shall also state that on said date there will become due and payable with respect to each of said Series 2013 Bonds the Redemption Price thereof or of said specified portion of the principal amount thereof in the case of a Series 2013 Bond to be redeemed in part only, and that from and after such Redemption Date, the related interest due with respect thereto shall cease to accrue, and shall require that such Series 2013 Bonds be then surrendered at the address or addresses of the Paying Agent specified in the redemption notice. Notice of any redemption shall either (i) state that the proposed redemption is conditioned on there being on deposit in the applicable fund or account on the redemption date sufficient money to pay the full redemption price of the Series 2013 Bonds to be redeemed, or (ii) be sent only if sufficient money to pay the full redemption price of the Series 2013 Bonds to be redeemed is on deposit in the applicable fund or account. All such amounts shall be held uninvested or shall be invested in Federal Securities which mature on or prior to such Redemption Date.

Notice of redemption of any Series 2013 Bonds shall be given by the Paying Agent, at the expense of the City, for and on behalf of the City.

Failure by the Paying Agent to give notice pursuant to this Section 4.03 to the applicable Remarketing Agent, the applicable Credit Provider, the Owners of Series 2013 Bonds designated for redemption or any one or more of the Information Services or Securities Depository or any defect in such notice shall not affect the sufficiency of the proceedings for redemption.

Notwithstanding the foregoing provisions, any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Owners of the Series 2013 Bonds called for redemption in the same manner as the original redemption notice was sent.

Section 4.04 Partial Redemption. Upon surrender of any Series 2013 Bond to be redeemed in part only, the Paying Agent shall issue to the Owner thereof a new Series 2013 Bond or Bonds representing the unredeemed principal amount of such Series 2013 Bond surrendered.

Section 4.05 Effect of Redemption. If notice of redemption has been duly given as aforesaid and funds for the payment of the Redemption Price of the Series 2013 Bonds to be redeemed are held by the Paying Agent on the designated Redemption Date, then on the Redemption Date designated in such notice, the Redemption Price of the Series 2013 Bonds so called for redemption shall become payable as specified in such notice; and from and after the date so designated interest due with respect to the Series 2013 Bonds or portions thereof so called for redemption shall cease to accrue, such Series 2013 Bonds shall cease to be entitled to any benefit, protection or security hereunder and the Owners of such Series 2013 Bonds shall have no rights in respect thereof except to receive payment of the Redemption Price. The Paying Agent shall, upon surrender for payment of any of the Series 2013 Bonds to be redeemed on their respective Redemption Dates, pay such Series 2013 Bonds at the Redemption Price. If said moneys shall not be available on the Redemption Date, such Series 2013 Bonds

shall continue to bear interest until paid at the same rate they would have borne had they not been called for redemption. Notwithstanding the foregoing, any Provider Bonds shall remain Outstanding until the applicable Credit Provider is paid all amounts due under such Provider Bonds or portions thereof to be redeemed on their respective Redemption Dates. Concurrently with payment to the applicable Credit Provider of all amounts due on Provider Bonds, the applicable Credit Provider shall surrender such Provider Bonds to the Paying Agent for cancellation.

Series 2013 Bonds redeemed in whole or in part pursuant to the provisions of this Article shall be cancelled by the Paying Agent and shall be destroyed and a certificate of destruction furnished to the City and shall not be reissued.

ARTICLE V
TENDER AND PURCHASE OF SERIES 2013 BONDS

Section 5.01 Purchase of Series 2013 Bonds.

(a) During Daily Rate Period. During any Daily Rate Period, any Series 2013 Bond (other than a Provider Bond) shall be purchased from its holder at the option of the holder on any Business Day that the applicable Credit Facility is in effect at a purchase price equal to the principal amount thereof plus accrued interest, if any, from and including the Interest Accrual Date immediately preceding the date of purchase through and including the day immediately preceding the date of purchase, unless the date of purchase shall be an Interest Accrual Date, in which case at a purchase price equal to the principal amount thereof, payable in immediately available funds, upon delivery to the Paying Agent at its Corporate Trust Office and to the applicable Remarketing Agent by no later than 11:00 a.m., New York City time, on such Business Day, of an irrevocable written notice (or a telephonic notice confirmed by a written notice) which states the principal amount of such Series 2013 Bond and acknowledges that the Series 2013 Bond will be purchased on such date. Provider Bonds may not be tendered for purchase at the option of the holder thereof. The Paying Agent shall send a copy of any notice delivered to it pursuant to this Section 5.01(a) by telecopy or electronic mail to the applicable Remarketing Agent and the applicable Credit Provider no later than 11:30 a.m. New York City time, on the same Business Day.

(b) During Weekly Rate Period or Short-Term Rate Period. During any Weekly Rate Period or Short-Term Rate Period, any Series 2013 Bond (other than a Provider Bond) shall be purchased from its holder at the option of the holder on any Business Day that the applicable Credit Facility is in effect at a purchase price equal to the principal amount thereof plus accrued interest, if any, from and including the Interest Accrual Date immediately preceding the date of purchase through and including the day immediately preceding the date of purchase, unless the date of purchase shall be an Interest Accrual Date, in which case at a purchase price equal to the principal amount thereof, payable in immediately available funds, upon delivery to the Paying Agent at its Corporate Trust Office of an irrevocable written notice which states the principal amount of such Series 2013 Bond and the date on which the same shall be purchased, which date shall be a Business Day not prior to the seventh day next succeeding the date of the delivery of such notice to the Paying Agent. Any notice delivered to the Paying Agent after 4:00 p.m., New York City time, shall be deemed to have been received on the next succeeding

Business Day. Provider Bonds may not be tendered for purchase at the option of the holder thereof. The Paying Agent shall send a copy of any notice delivered to it pursuant to this Section 5.01(b) by telecopy or electronic mail to the applicable Remarketing Agent and the applicable Credit Provider on the next Business Day immediately following the date of receipt of said notice, but in all events no later than 10:00 a.m. New York City time, on the Business Day on which such Series 2013 Bond is to be purchased pursuant to this Section 5.01(b).

(c) Mandatory Tender for Purchase on First Day of Each New Interest Rate Period, the Day Next Succeeding the Last Day of Each Bond Interest Term and the Fixed Rate Date.

(i) The Series 2013 Bonds shall be subject to mandatory tender for purchase on the first day of each new Interest Rate Period for such Series (other than an adjustment from a Weekly Rate to a Daily Rate or a Daily Rate to a Weekly Rate), or on the day which would have been the first day of a new Interest Rate Period had one of the events specified in Sections 2.02(a)(i)(D)(2) or 2.02(f) not occurred which resulted in the interest rate on the Series 2013 Bonds not being adjusted, and on the Fixed Rate Date, at a purchase price, payable in immediately available funds, equal to the principal amount of and accrued interest on the Series 2013 Bonds to the date of tender.

(ii) On the day next succeeding the last day of each Bond Interest Term for a Series 2013 Bond unless such day is the maturity date or the first day of a new Interest Rate Period (in which event such Series 2013 Bond shall be subject to mandatory purchase pursuant to Section 5.01(c)(i)), such Series 2013 Bond shall be purchased from its Owner at a purchase price equal to the principal amount thereof payable in immediately available funds.

The purchase price of any Series 2013 Bond so purchased shall be payable only upon surrender of such Series 2013 Bond to the Paying Agent at its Corporate Trust Office for delivery of Series 2013 Bonds accompanied, when such Series 2013 Bonds are not in a book-entry system, by an instrument of transfer thereof, in form satisfactory to the Paying Agent, executed in blank by the Owners thereof or his duly authorized attorney, with such signature guaranteed by a bank, trust company or member firm of the New York Stock Exchange.

(d) Mandatory Tender for Purchase upon Termination, Expiration or Replacement of a Credit Facility. Each Series 2013 Bond that are subject to purchase under a Credit Facility shall be subject to mandatory tender for purchase and shall be purchased or deemed purchased as provided herein (i) on the fifth (5th) day prior to the scheduled expiration or termination of such Credit Facility, (ii) on the date such Credit Facility is replaced with an Alternate Credit Facility and (iii) on the date set forth in a notice from the applicable Credit Provider to the Paying Agent (which date shall be not less than 5 days after receipt of such notice by the Paying Agent) that an "Event of Default" has occurred under the applicable Credit Facility and directing the Paying Agent to cause a mandatory tender for purchase of such Series 2013 Bonds on a date no later than the Business Day preceding the expiration of the Credit Facility caused by such Event of Default.

(e) Mandatory Tender for Purchase Upon Conversion to Fixed Interest Rate. The Series 2013 Bonds shall be subject to mandatory tender for purchase on the Fixed Rate Date for the Series 2013 Bonds at a purchase price, payable in immediately available funds, equal to the principal amount of and interest accrued to such tender date on the Series 2013 Bonds.

(f) Mandatory Tender for Purchase on Special Purchase Dates.

(i) During any Index Interest Rate Period (including any period when Unremarketed Bonds are outstanding), the Series 2013 Bonds shall be subject to mandatory tender for purchase on each Special Purchase Date.

(ii) Notwithstanding anything to the contrary in this Ordinance, in the event the Series 2013 Bonds are not purchased or remarketed on a Special Purchase Date but all conditions precedent to the Amortization Period set forth in the Continuing Covenant Agreement are satisfied ("Amortization Requirements"), then the Series 2013 Bonds shall be payable on the following terms: (i) the Series 2013 Bonds shall bear interest at the Purchaser Rate (subject to Sections 2.02(a)(i)(E)(4), 2.02(a)(i)(E)(5) and 2.02(a)(i)(E)(6) hereof), (ii) interest shall be payable on each Amortization Interest Payment Date, and (iii) the Principal Amount shall be payable at the times and in the amounts set forth in the Continuing Covenant Agreement for such Amortization Period.

(g) Notice of Mandatory Tender for Purchase. In connection with any mandatory tender for purchase of Series 2013 Bonds in accordance with Sections 5.01(c)(i) or 5.01(d), the Paying Agent shall give notice of a mandatory tender for purchase as a part of the notice given (i) pursuant to Sections 2.02(a)(i)(A)(3), 2.02(a)(i)(B)(3), 2.02(a)(i)(C)(3), 2.02(a)(i)(D)(3), 2.02(a)(i)(E)(10) or 2.05 in the case of a mandatory tender pursuant to Section 5.01(c)(i), and (ii) pursuant to Section 8.04 in the case of a mandatory tender pursuant to Section 5.01(d). Such notice shall state (A) in the case of a mandatory tender for purchase pursuant to Section 5.01(c)(i) hereof, the type of Interest Rate Period to commence on such Mandatory Purchase Date, as applicable; (B) that the purchase price of any Series 2013 Bond so subject to mandatory purchase shall be payable only upon surrender of such Series 2013 Bond to the Paying Agent at its Corporate Trust Office for delivery of such Series 2013 Bonds, accompanied by an instrument of transfer thereof, in form satisfactory to the Paying Agent, executed in blank by the holder thereof or his duly authorized attorney-in-fact, with such signature guaranteed by an eligible guarantor institution; (C) that, provided that moneys sufficient to effect such purchase have been provided through the remarketing of such Series 2013 Bonds by the applicable Remarketing Agent or through the applicable Credit Facility, all Series 2013 Bonds so subject to mandatory tender for purchase shall be purchased on the Mandatory Purchase Date, and that if any Owner of a Series 2013 Bond subject to mandatory tender for purchase shall not surrender such Series 2013 Bond to the Paying Agent for purchase on such Mandatory Purchase Date, and moneys sufficient to pay the purchase price thereof are on deposit with the Paying Agent, then such Series 2013 Bond shall be deemed to be an "Undelivered Bond," and that no interest shall accrue thereon on and after such Mandatory Purchase Date and that the holder thereof shall have no rights under this Ordinance, other than to receive payment of the purchase price thereof; and (E) if moneys sufficient to pay the purchase price of such Series 2013 Bonds have not been provided to the Paying Agent either through the

remarketing of such Series 2013 Bonds or from the Credit Facility, that such Series 2013 Bonds shall not be purchased or deemed purchased and shall continue to bear interest as if such failed purchase shall not have occurred. The City shall provide the Paying Agent with a form of any such notice.

In connection with any mandatory tender for purchase of any Series 2013 Bonds in accordance with Section 5.01(e), the Paying Agent shall give the notice as provided in Section 2.05.

In connection with any mandatory tender for purchase of any Series 2013 Bonds in accordance with Section 5.01(c)(ii), no notice shall be required.

For payment of the purchase price of any Series 2013 Bond required to be purchased pursuant to this Section 5.01 on the date specified, such Series 2013 Bond must be delivered, at or prior to 12:00 noon (or 11:00 a.m. in the case of any Series 2013 Bond in a Daily Rate Period), New York City time, on the purchase date, to the Paying Agent at its Corporate Trust Office for delivery of Series 2013 Bonds accompanied by an instrument of transfer thereof, in form satisfactory to the Paying Agent, executed in blank by the holder thereof or his duly authorized attorney-in-fact, with such signature guaranteed by an eligible guarantor institution. If any such Series 2013 Bond is delivered after 12:00 noon (or 11:00 a.m. in the case of any Series 2013 Bond in a Daily Rate Period), New York City time, on the purchase date, payment of the purchase price of such Series 2013 Bond need not be made until the Business Day following the date of delivery of such Series 2013 Bond but such Series 2013 Bond shall nonetheless be deemed to have been purchased on the date specified in such notice and no interest shall accrue thereon from and after such date.

(h) Notice of Owner's Election to Tender Series 2013 Bonds Deemed to be Irrevocable; Undelivered Bonds.

(i) The giving of notice by an Owner of a Series 2013 Bond as provided in Section 5.01(a) or 5.01(b) shall constitute the irrevocable tender for purchase of each such Series 2013 Bond with respect to which such notice shall have been given, regardless of whether such Series 2013 Bond is delivered to the Paying Agent for purchase on the relevant purchase date as provided in Section 5.01, provided that moneys sufficient to pay the purchase price of such Series 2013 Bonds are on deposit with the Paying Agent for such purpose.

(ii) The Paying Agent may refuse to accept delivery of any Series 2013 Bonds for which a proper instrument of transfer has not been provided; such refusal, however, shall not affect the validity of the purchase of such Series 2013 Bond as herein described. If any holder of a Series 2013 Bond who shall have given notice of tender of purchase pursuant to Section 5.01(a) or 5.01(b) shall fail to deliver such Series 2013 Bond to the Paying Agent at the place and on the applicable date and at the time specified, or shall fail to deliver such Series 2013 Bond, properly endorsed, and moneys sufficient to pay the purchase price thereof are on deposit with the Paying Agent for such purpose, such Series 2013 Bond shall constitute an Undelivered Bond. If funds in the amount of the purchase

price of the Undelivered Bonds (including the Undelivered Bonds referred to in Section 5.01(g)) are available for payment to the holder thereof on the date and at the time specified, from and after the date and time of that required delivery, (1) each Undelivered Bond shall be deemed to be purchased and shall no longer be deemed to be Outstanding under this Ordinance; (2) interest shall no longer accrue thereon; and (3) funds in the amount of the purchase price of each such Undelivered Bond shall be held by the Paying Agent for the benefit of the holder thereof (provided that the holder shall have no right to any investment proceeds derived from such funds), to be paid on delivery (and proper endorsement) of such Undelivered Bond to the Paying Agent at its Corporate Trust Office for delivery of Series 2013 Bonds. Any funds held by the Paying Agent as described in clause (3) of the preceding sentence shall be held uninvested and not commingled.

ARTICLE VI
REMARKETING AGENTS; PAYING AGENT; PURCHASE AND REMARKETING OF SERIES 2013 BONDS

Section 6.01 Remarketing Agents and Paying Agent for Series 2013 Bonds.

(a) Prior to any adjustment of the interest rate on the Series 2013 Bonds to an Adjustable Interest Rate other than a subsequent Index Interest Rate, the City shall appoint a Remarketing Agent for the Series 2013 Bonds from among the firms in the City's approved underwriting pool, subject to the conditions set forth in Section 6.02 hereof. Each Remarketing Agent shall perform its duties and obligations as provided in the applicable Remarketing Agreement between said Remarketing Agent and the City. The City shall appoint any successor Remarketing Agent for the Series 2013 Bonds subject to the conditions set forth in Section 6.02 hereof and the terms of the applicable Credit Facility. Each successor Remarketing Agent shall designate its principal office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the City and the applicable Credit Provider under which such Remarketing Agent will agree, particularly, to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the City and the applicable Credit Provider at all reasonable times. The Remarketing Agents and the Remarketing Agreements shall be acceptable to the applicable Credit Provider, as required by this Ordinance.

(b) The initial Paying Agent for the Series 2013 Bonds shall be The Bank of New York Mellon Trust Company, N.A. The City shall appoint any successor Paying Agent for the Series 2013 Bonds in accordance with Section 7.02 and Section 7.03 hereof. Each successor Paying Agent shall designate its Corporate Trust Office(s) for delivery of notices and delivery of the Series 2013 Bonds, and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Fiscal Agent, the City, the Credit Providers and the Remarketing Agents. The Paying Agent shall establish accounts and subaccounts at the time they are needed as follows:

(i) hold all Series 2013 Bonds delivered to it pursuant to Section 5.01 hereof, as agent and bailee of, and in escrow for the benefit of, the respective

Owners which shall have so delivered such Series 2013 Bonds until moneys representing the purchase price of such Series 2013 Bonds shall have been delivered to or for the account of or to the order of such Owners;

(ii) establish and maintain a separate segregated trust fund designated as the "Debt Service Fund" with respect to the Series 2013 Bonds, and within such Debt Service Fund to establish and maintain a Letter of Credit Account (which shall be an Eligible Account), to be administered in accordance herewith;

(iii) establish and maintain a separate segregated trust fund, which shall be an Eligible Account, designated as the "Purchase Fund" containing a Remarketing Proceeds Account (the "Remarketing Proceeds Account") and a Purchase Account (the "Purchase Account") with respect to the Series 2013 Bonds until such time as it has been discharged from its duties as Paying Agent hereunder;

(iv) hold all moneys (without investment or commingling thereof) delivered to it hereunder in the Purchase Fund for the purchase of Series 2013 Bonds pursuant to Section 5.01 hereof, as agent and bailee of, and in escrow for the benefit of, the person or entity which shall have so delivered such moneys until the Series 2013 Bonds purchased with such moneys shall have been delivered to or for the account of such person or entity;

(v) hold all moneys delivered to it by the applicable Credit Provider for the purchase of Series 2013 Bonds pursuant to Section 5.01 hereof, as agent and bailee of, and in escrow for the benefit of, the Owners or former Owners who shall deliver Series 2013 Bonds to it for purchase until the Series 2013 Bonds purchased with such moneys shall have been delivered to or for the account of the applicable Credit Provider; provided, however, that if the Series 2013 Bonds shall at any time become due and payable, the Paying Agent shall cause such moneys (other than moneys held pursuant to Section 6.03(c)(ii)) to be returned to the applicable Credit Provider;

(vi) establish and maintain a separate segregated trust fund designated as the "Redemption Fund" to hold and invest moneys for the redemption of the Series 2013 Bonds pursuant to Section 4.01 hereof until such time as it has been discharged from its duties as Paying Agent hereunder;

(vii) establish and maintain such additional funds and accounts as may be necessary in its judgment to carry out its duties and responsibilities under this Ordinance;

(viii) hold all Series 2013 Bonds registered in the name of the new Owners thereof for delivery to the Remarketing Agents;

(ix) keep such books and records as shall be consistent with prudent corporate trust industry practice and to make such books and records available for

inspection by the City, the Fiscal Agent, the Credit Providers and the Remarketing Agents at all reasonable times;

(x) when the Series 2013 Bonds are in an Interest Mode other than the LIBOR Index Mode and the SIFMA Index Mode, calculate on the 5th day (or if such day is not a Business Day then on the immediately preceding Business Day) prior to each Interest Payment Date the principal of and interest on the Series 2013 Bonds that the City will be required to pay on the next Interest Payment Date to the Holders or to a Credit Facility Provider as reimbursement of the payment of such amount, and provide to the City an invoice setting forth such amounts net of amounts already on deposit in the Debt Service Fund; provided, in the event the variable rates set forth for any Series 2013 Bonds have not yet been determined for any period prior to the next Interest Payment Date, the Paying Agent for purposes of such calculation with respect to any Series 2013 Bonds shall assume an interest rate equal to the interest rate for such Series 2013 Bonds last determined pursuant to this Ordinance plus 2.00%;

(xi) when the Series 2013 Bonds are in an Interest Mode other than the LIBOR Index Mode and the SIFMA Index Mode, calculate not later than 12:00 noon (New York time) on the day (or if such day is not a Business Day then on the immediately preceding Business Day) immediately preceding each Interest Payment Date the principal of and interest on the Series 2013 Bonds that the City will be required to pay on the next Interest Payment Date to the Holders or to a Credit Facility Provider as reimbursement of the payment of such amount, and if any additional amount is required to bring the amount on deposit in the Debt Service Fund to such payment amount, the Paying Agent shall provide to the City telephonic notification (promptly confirmed in writing) indicating such additional amount;

(xii) perform such functions required of the Paying Agent and set forth in Article IX hereof.

The City shall cooperate with the Paying Agent to cause the necessary arrangements to be made and to be thereafter continued to enable the Paying Agent to perform its duties and obligations described above. The Paying Agent may establish such accounts or subaccounts hereunder as the Paying Agent may deem appropriate. The Paying Agent undertakes to perform such duties and only such duties as are specifically set forth in this Ordinance.

Section 6.02 Qualifications of Remarketing Agents; Resignation; Removal. Each Remarketing Agent shall be a member of the National Association of Securities Dealers or a national banking association, and with its parent company have a combined capital stock, surplus and undivided profits of at least $500,000 and authorized by law to perform all the duties imposed upon it by this Ordinance. Each Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving notice to the City, the Fiscal Agent, the Paying Agent and the applicable Credit Provider. Such resignation shall take effect on the 60th day after the receipt by the City of the notice of resignation. Each

Remarketing Agent may be removed at any time by the City and each Remarketing Agent shall be removed at any time by the City if such Remarketing Agent is in default under the applicable Remarketing Agreement, by written notice given by the City and delivered to the applicable Remarketing Agent, the Fiscal Agent, the Paying Agent and the applicable Credit Provider.

Section 6.03 Notice of Series 2013 Bonds Delivered for Purchase; Purchase of Series 2013 Bonds.

(a) The Paying Agent shall determine timely and proper delivery of Series 2013 Bonds, pursuant to this Ordinance and the proper endorsement of such Series 2013 Bonds. Such determination shall be binding on the Owners of such Series 2013 Bonds, the City, the applicable Remarketing Agents, the Credit Provider and the Fiscal Agent, absent manifest error. The Paying Agent shall give notice by telephone, telecopy or telex promptly confirmed by a written notice, to the Fiscal Agent, the applicable Remarketing Agent, the applicable Credit Provider and the City specifying the principal amount of Series 2013 Bonds, if any, as to which it shall receive notice of tender for purchase in accordance with Section 5.01(a) and 5.01(b). The Chief Financial Officer is authorized to appoint a tender agent for the Series 2013 Bonds when and as requested by the Paying Agent.

(b) Series 2013 Bonds required to be purchased in accordance with Section 5.01 shall be purchased from the Owners thereof on the date and at the purchase price at which such Series 2013 Bonds are required to be purchased. Funds for the payment of such purchase price shall be derived from the following sources in the order of priority indicated:

(i) proceeds of the sale of such Series 2013 Bonds remarketed to any person (other than the City) pursuant to Section 6.04 and furnished to the Paying Agent by the applicable Remarketing Agent for deposit into the applicable Remarketing Proceeds Account of the Purchase Fund;

(ii) moneys paid to the Paying Agent for deposit into the applicable Purchase Account of the Purchase Fund representing moneys received from the applicable Credit Provider pursuant to the applicable Credit Facility; and

(iii) during any Index Interest Rate Period or with respect to Unremarketed Bonds, the City is obligated to pay the Mandatory Tender Purchase Price and principal amounts and interest thereon.

Other than during any Index Interest Rate Period or with respect to Unremarketed Bonds, the City shall not have any obligation to pay the purchase price of Series 2013 Bonds required to be purchased pursuant to Section 5.01 hereof if the moneys from the sources described in clauses (i) and (ii) above are insufficient to provide for such payment. In the event moneys on deposit with the Paying Agent are insufficient to pay the purchase price of the Series 2013 Bonds to be purchased pursuant to Section 5.01 hereof, the Paying Agent shall determine the Series 2013 Bonds tendered for purchase with respect to which such insufficiency exists by lot from those Series 2013 Bonds tendered for purchase and shall return such Series 2013 Bonds to the Owners thereof together with notice of such insufficiency and the Owners thereof shall

thereafter have the right to again tender such Series 2013 Bonds for purchase to the extent provided by Section 5.01 hereof, and no such insufficiency shall constitute an Event of Default.

(c) (i) The Paying Agent shall authenticate a new Series 2013 Bond or Bonds in an aggregate principal amount equal to the principal amount of the Series 2013 Bonds purchased in accordance with Section 6.03(b) hereof, whether or not the Series 2013 Bonds so purchased are presented by the Owners thereof, bearing a number or numbers not contemporaneously outstanding. Every Series 2013 Bond as authenticated and delivered as provided in this Section shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Series 2013 Bonds, duly issued hereunder. The Paying Agent shall maintain a record of the Series 2013 Bonds purchased as provided in this Section 6.03, together with the names and addresses of the former Owners thereof and shall make the notation required to be made on the Bond Register in the case of any Series 2013 Bonds purchased pursuant to Section 6.03(b)(ii), including the designation of such Series 2013 Bonds as Provider Bonds.

(ii) If any Series 2013 Bonds purchased as provided in this Section 6.03 shall not be presented to the Paying Agent, the Paying Agent shall segregate and hold the moneys for the purchase price of such Series 2013 Bonds in trust for the benefit of the former Owners of such Series 2013 Bonds, who shall, except as provided in the following sentence, thereafter be restricted exclusively to such moneys for the satisfaction of any claim for the purchase price of such Series 2013 Bonds, and such Series 2013 Bonds shall no longer be deemed Outstanding. Any moneys which the Paying Agent shall segregate and hold in trust for the payment of the purchase price of any Series 2013 Bond and remaining unclaimed for two years after the date of purchase shall be paid to the City. After the payment of such unclaimed moneys to the City, the former Owner of such Series 2013 Bond shall look only to the City for the payment thereof, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such moneys.

Section 6.04 Remarketing of Bonds; Notice of Interest Rates.

(a) Upon notice of the tender for purchase of Series 2013 Bonds, the applicable Remarketing Agent shall offer for sale and use its best efforts to sell such Series 2013 Bonds, any such sale to be made on the date of such purchase in accordance with Section 5.01 hereof at the minimum interest rate available in the marketplace at a purchase price of par plus accrued interest thereon; provided, however, that the applicable Remarketing Agent shall not remarket any Series 2013 Bonds unless a Credit Facility is then in effect with respect to such Series 2013 Bonds or unless such Series 2013 Bonds are being remarketed at the Fixed Interest Rate on the Fixed Rate Date. Each of the Remarketing Agents agrees that it shall not sell any Series 2013 Bonds purchased pursuant to Section 5.01 hereof to the City, or to any person who controls, is controlled by, or is under common control with, the City. In addition, the City agrees that it will not tender any Series 2013 Bonds for purchase under a Credit Facility.

(b) The applicable Remarketing Agent shall determine the rate of interest to be borne by the Series 2013 Bonds during each Interest Rate Period for the Series 2013 Bonds (other than for Provider Bonds) and shall furnish to the City, the Paying Agent and the Fiscal Agent on the Business Day of determination each rate of interest so determined by telex,

electronic-mail, telephone or telecopy, promptly confirmed in writing, or shall make such information available to such parties by readily accessible electronic means so long as such recipient shall agree to the receipt of information by such means; provided that during the Daily Mode, the applicable Remarketing Agent may provide each effective Daily Rate relating to each day in a weekly report prepared and provided on the last Business Day of each week to the Notice Parties.

(c) The applicable Remarketing Agent for the Series 2013 Bonds shall give the applicable Credit Provider, the Fiscal Agent and the Paying Agent written or telephonic notice (promptly confirmed by telex or telecopier) not later than 3:30 p.m. (or not later than 11:30 a.m. on the date of purchase in the case of Series 2013 Bonds purchased pursuant to Sections 5.01(a) or not later than 12:00 noon on the date of purchase in the case of Series 2013 Bonds purchased pursuant to 5.01(c)(ii) hereof), New York City time, on the Business Day preceding the day on which the Series 2013 Bonds are to be purchased pursuant to Section 5.01(b), (c)(i), (d) or (e) hereof, specifying the aggregate principal amount of Series 2013 Bonds, if any, sold by it and the amount of sale proceeds on hand, along with a list of such purchasers showing the names and denominations in which such Series 2013 Bonds shall be registered, and the addresses and social security or taxpayer identification numbers of such purchasers.

Section 6.05 Delivery of Series 2013 Bonds.

(a) Series 2013 Bonds purchased with moneys described in clause (i) of Section 6.03(b) hereof shall be made available by the Paying Agent to the applicable Remarketing Agent for delivery to the purchasers thereof against payment therefor.

(b) Series 2013 Bonds purchased with moneys described in clause (ii) of Section 6.03(b) hereof shall be registered in the name of, or as otherwise directed by, the applicable Credit Provider and delivered to or upon the order of, or as otherwise directed by, such Credit Provider (if the system of book-entry is no longer in effect).

(c) Series 2013 Bonds delivered as provided in this Section shall be registered in the manner directed by the recipient thereof.

Section 6.06 Delivery of Proceeds of Sale. The proceeds of the sale by the applicable Remarketing Agent of any Series 2013 Bonds delivered to it by, or held by it for the account of, the Fiscal Agent or the applicable Credit Provider, or delivered to it, shall be turned over to the Paying Agent by 10:45 a.m., New York City time, on the Business Day on which Series 2013 Bonds are to be purchased pursuant to Sections 5.01(a), (b), (c) (d), (e) and (f) hereof.

Section 6.07 Demand for Purchase of Series 2013 Bonds under the Credit Facilities. By 11:00 a.m., New York City time on the purchase date, the Paying Agent is hereby directed to notify the applicable Credit Provider as to the aggregate purchase price of tendered Series 2013 Bonds required to be purchased by such Credit Provider and to make a demand for purchase of such Series 2013 Bonds under the applicable Credit Facility in accordance with the terms of the applicable Credit Facility, such that the Paying Agent will

have amounts sufficient to pay the purchase price plus accrued interest, if any, of the Series 2013 Bonds tendered. Upon the receipt (no later than 2:00 p.m., New York City time on said purchase date) of amounts under the applicable Credit Facility, the Paying Agent shall deposit such purchase price in the applicable Purchase Account of the Purchase Fund. In determining the amount of any such purchase price then due, the Paying Agent shall not take into consideration any purchase price due on any Series 2013 Bonds registered in the name of the City or any affiliate of the City to the extent identified to the Paying Agent and no demand for purchase under the applicable Credit Facility shall be made to pay the purchase price of any Series 2013 Bonds registered in the name of the City or any affiliate of the City to the extent identified to the Paying Agent. By 3:00 p.m., New York City time, the Paying Agent shall purchase the tendered Series 2013 Bonds, and immediately remit to the applicable Credit Provider such funds in the applicable Purchase Account which were not used to purchase the Series 2013 Bonds tendered.

Section 6.08 Notice of Remarketing of Provider Bonds; Election Not to Sell Provider Bonds. The applicable Remarketing Agent shall continue to use its best efforts to remarket Provider Bonds of the Series 2013 Bonds at a price which, together with any moneys to be provided by the City under this Ordinance, will equal the principal amount thereof plus accrued and unpaid interest thereon to such date. The applicable Credit Provider (or any subsequent Owner of a Provider Bond) shall have the right, by written notice or by telephonic notice, promptly confirmed in writing to the applicable Remarketing Agent, the Fiscal Agent and the Paying Agent, to elect not to sell the Provider Bonds or any portion thereof. From and after any sale by the Remarketing Agent and receipt by the Paying Agent on behalf of the applicable Credit Provider (or any subsequent Owner of the Provider Bonds) of the purchase price therefor (including accrued interest to the date of delivery) and notification by the applicable Credit Provider of the reinstatement of the Credit Facility in the principal amount equal to such Provider Bonds and release by the applicable Credit Provider of any applicable Provider Bonds which the Remarketing Agent has remarketed, or any such election not to sell the Provider Bonds, such Series 2013 Bonds shall cease to be Provider Bonds and shall bear interest as provided herein for Series 2013 Bonds other than Provider Bonds.

ARTICLE VII
PAYING AGENT

Section 7.01 Compensation of Paying Agent. Subject to the terms of any compensation agreement, the City shall from time to time, on demand, pay to the Paying Agent reasonable compensation for its services and shall reimburse the Paying Agent for all its advances and expenditures, including but not limited to advances to and reasonable fees and expenses of independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder; provided that the initial fees of the Paying Agent shall be paid in accordance with the schedule set forth in Exhibit B hereto; provided further that the Paying Agent shall not compensate or reimburse itself from moneys held in Funds and Accounts established pursuant to this Ordinance.

Section 7.02 Removal and Resignation of Paying Agent. The City may, so long as no Event of Default has occurred and is continuing, upon 30 days' notice, or the Owners

of a majority of the Series 2013 Bonds Outstanding may by written request at any time upon 30 days' notice and for any reason, remove the Paying Agent. The Paying Agent or any successor may at any time resign by giving at least 60 days' written notice to the City, the Fiscal Agent, the Credit Providers and the Remarketing Agents, and by giving notice by Mail to the Owners of its intention to resign and of the proposed date of resignation. Upon removal of the Paying Agent by the City or upon receiving notice of resignation of the Paying Agent in accordance with the foregoing, the City shall promptly appoint a successor Paying Agent by an instrument in writing; provided, however, that if the City fails to appoint a successor Paying Agent within 30 days following receipt of a written notice of resignation, the resigning Paying Agent may petition the appropriate court having jurisdiction to appoint a successor paying agent. Such resignation or removal shall take effect on the day a successor Paying Agent shall have been appointed by the City and shall have accepted such appointment.

Upon the effective date of resignation or removal of the Paying Agent, the Paying Agent shall deliver any Series 2013 Bonds, the Credit Facilities and moneys held by it in such capacity to its successor.

Section 7.03 Qualifications of Successor Paying Agent. Any successor shall be a bank or trust company, in good standing duly authorized to exercise trust powers having a combined capital (exclusive of borrowed capital) and surplus of at least $100,000,000 and shall be subject to supervision or examination by a federal or State banking authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus set forth in its most recent report of condition so published. Notwithstanding the foregoing, a bank or trust company which does not have a combined capital and surplus of at least $100,000,000 may become a successor Paying Agent hereunder if its obligations hereunder are guaranteed by an affiliate which meets the qualifications of a successor Paying Agent hereunder and such guaranty is acceptable in form and substance to the City.

Section 7.04 Merger or Consolidation. Any company into which the Paying Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business (provided such company is eligible under Section 7.02 hereof), shall be the successor to the Paying Agent without the execution or filing of any papers or further act, anything herein to the contrary notwithstanding.

Section 7.05 Protection and Rights of the Paying Agent. The Paying Agent shall be protected and shall incur no liability in acting upon or processing in good faith any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Ordinance, and the Paying Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive

evidence of the truth and accuracy of such statements. The Paying Agent may consult with counsel, who may or may not be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith reliance thereon; provided, however, the Paying Agent shall receive the City's prior written consent (which consent shall not be unreasonably withheld) prior to incurring legal fees and expenses estimated in good faith in excess of $2,500.

The Paying Agent shall not be liable for any error in judgment made by a responsible officer of the Paying Agent, unless it shall be proved that the Paying Agent was negligent in ascertaining the pertinent facts. The Paying Agent shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the written direction of the Owners of not less than a majority of the Outstanding Series 2013 Bonds relating to the exercise of any trust or power conferred upon the Paying Agent under this Ordinance.

Whenever in the administration of its duties under this Ordinance the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by a certificate of the City Representative and such certificate shall be full warranty to the Paying Agent for any action taken or suffered under the provisions of this Ordinance in good faith reliance thereon, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

The Paying Agent may become an Owner of Series 2013 Bonds with the same rights it would have if it were not the Paying Agent; may acquire and dispose of Series 2013 Bonds or other evidences of indebtedness of the City and enforce its rights as Owner thereof to the same extent as if it were not the Paying Agent; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Series 2013 Bonds, whether or not such committee shall represent the Owners of a majority of the Series 2013 Bonds Outstanding.

No provision in this Ordinance shall require the Paying Agent to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it.

In accepting the appointment as Paying Agent hereunder, the Paying Agent acts solely as agent for the City and not in its individual capacity and all persons, including without limitation the Owners and the City having any claim against the Paying Agent arising from this Ordinance shall look only to the funds and accounts held by the Paying Agent hereunder for payment except as otherwise provided herein. The Paying Agent does not assume any obligation or relationship of agency or trust for the Owners, except that all funds held by the Paying Agent for the payment of principal of, or premium, if any, or interest on the Series 2013 Bonds or for the payment of the purchase price for the Series 2013 Bonds shall be held in trust for such Owners as set forth herein and in the Series 2013 Bonds, as applicable. Under no circumstances shall the Paying Agent be liable in its individual capacity for the obligations evidenced by the Series 2013 Bonds.

The Paying Agent shall not be deemed to have knowledge of any Event of Default unless and until the corporate trust department of the Paying Agent shall have actual knowledge thereof. Upon the occurrence of any Event of Default the Paying Agent shall have no duty or obligation to exercise any right, power or remedy hereunder, except as specifically set forth herein, unless it has been first indemnified to its satisfaction from any costs, liabilities or expenses to be incurred thereby; provided, however, indemnification of the Paying Agent shall not be a condition to the obligation of the Paying Agent to take non-discretionary actions, including, without limitation to make demands for payment under any Credit Facility or, to accelerate the Series 2013 Bonds or to make payment of principal or interest on the Series 2013 Bonds, or the payment of the redemption price of any Series 2013 Bond, or of the purchase price of any Series 2013 Bond upon optional or mandatory tender thereof in accordance with this Ordinance.

The recitals contained herein and in the Series 2013 Bonds, except the Paying Agent's certificates of authentication, shall be taken as the recitals of the City, and the Paying Agent assumes no responsibility for the correctness of the same or for the accuracy or completeness of any information set forth or required to be set forth in any offering material, including any Official Statement or other disclosure document, used in connection with the offering for sale or the sale of the Series 2013 Bonds. The Paying Agent shall not be accountable for the use or application by the City or any other person of any funds which the Paying Agent has released under this Ordinance.

The Paying Agent (i) may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents or receivers, (ii) shall be entitled to advice of counsel concerning all matters of trust and concerning its duties hereunder and rely conclusively on such advice, and (iii) the Paying Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care.

The Paying Agent agrees to accept and act upon instructions or directions pursuant to this Ordinance sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Paying Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the City elects to give the Paying Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Paying Agent in its discretion elects to act upon such instructions, the Paying Agent's understanding of such instructions shall be deemed controlling. The Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Paying Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Paying Agent, including without limitation the risk of the Paying Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Paying Agent and that there may be more secure methods of transmitting instructions than the method(s) selected by the City; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions

provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

Section 7.06 Paying Agent to Act as Set Forth Herein. The Paying Agent has the power to receive, to hold and to disburse moneys in accordance with the terms hereof. The Paying Agent has no power to vary, alter or substitute the corpus of any trust created pursuant to this Ordinance at any time, except as specifically authorized herein.

Section 7.07 Indemnification. To the extent permitted by law, the City hereby agrees to indemnify and save the Paying Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all losses and damages (including the reasonable fees and expenses of counsel) suffered by it as a result thereof, including where and to the extent such claim, suit or action arises out of the actions of any other party to this Ordinance, except to the extent such claims arise from the negligence or bad faith of the Paying Agent. In the event the City is required to indemnify the Paying Agent, as herein provided, the City shall be subrogated to the rights of the Paying Agent to recover such losses or damages from any other person or entity. In the event such claim, suit or action arises from the negligence or willful misconduct of the Paying Agent, the Paying Agent shall reimburse the City for any losses or damages (including reasonable fees and expenses of counsel) incurred by the City in connection with such claims.

ARTICLE VIII
CREDIT FACILITY

Section 8.01 Credit Facilities for the Series 2013 Bonds.

(a) Prior to any adjustment of the interest rate on the Series 2013 Bonds to an Adjustable Interest Rate other than a subsequent Index Interest Rate, the City will cause to be executed and delivered to the Paying Agent a Credit Facility for the Series 2013 Bonds which shall provide for the payment of principal of (including mandatory sinking account payments) and interest on the Series 2013 Bonds, when due and the purchase, in accordance with the terms thereof, of Series 2013 Bonds which are tendered for purchase as provided in Articles V and VI hereof and not remarketed. The Paying Agent is hereby directed to take such actions as may be required under the applicable Credit Facility from time to time in accordance with the terms thereof to purchase Series 2013 Bonds subject to purchase but not remarketed in accordance with such Articles.

(b) The Paying Agent shall, in the Business Day preceding each Interest Payment Date and principal payment date (each, a "Payment Date"), before 4:00 p.m., New York City time, draw on the Credit Facility for the Series 2013 Bonds so as to receive by 1:00 p.m., New York City time on such Payment Date, an amount, in immediately available funds, equal to the amount of interest and principal (including mandatory sinking account payments) due on Series 2013 Bonds on such Payment Date; provided, however, that the Paying Agent shall take into consideration any Series 2013 Bonds that are Provider Bonds or registered in the name of the City or any affiliate of the City to the extent identified to the Paying Agent and no demand for interest under the applicable Credit Facility shall be made to pay the interest of any Series 2013 Bonds that are Provider Bonds or registered in the name of the City or any

affiliate of the City to the extent identified to the Paying Agent. The proceeds of such draws shall be deposited in separate accounts established pursuant to Section 6.01(b)(ii) for Series 2013 Bonds and established for the benefit of the Owners of Series 2013 Bonds; provided that any amounts remaining in such account for Series 2013 Bonds after the payment of interest and principal (including mandatory sinking account payments) shall be used to reimburse the applicable Credit Provider for draws under the applicable Credit Facility.

(c) If at any time all of the Series 2013 Bonds then secured by a Credit Facility shall have been defeased pursuant to the provisions of this Ordinance, the Paying Agent shall surrender the applicable Credit Facility in effect to the applicable Credit Provider in accordance with the terms of such Credit Facility for cancellation promptly after such appropriate date. The Paying Agent shall comply with the procedure set forth in the applicable Credit Facility relating to the termination thereof and is authorized to deliver certificates reducing the amount available for the payment of the purchase price of Series 2013 Bonds under the applicable Credit Facility in accordance with the provisions thereof.

(d) In connection with the replacement, termination or expiration of a Credit Facility requiring mandatory purchase of Series 2013 Bonds as provided in Section 5.01(d) hereof, the Paying Agent is hereby directed to give the notice of mandatory tender for purchase of the Series 2013 Bonds as provided in Section 5.01(g) and Section 8.04 hereof.

Section 8.02 Alternate Credit Facility for the Series 2013 Bonds. The City may provide for the delivery to the Paying Agent of an Alternate Credit Facility which has a term of at least 360 days. Any Alternate Credit Facility delivered to the Paying Agent pursuant to this Section 8.02 shall contain administrative provisions reasonably acceptable to the Paying Agent the applicable Remarketing Agent. If at any time there shall be delivered to the Paying Agent:

(i) an Alternate Credit Facility covering the Series 2013 Bonds;

(ii) a Favorable Opinion of Bond Counsel;

(iii) an opinion of counsel satisfactory to the applicable Remarketing Agent to the effect that such Alternate Credit Facility is a valid and enforceable obligation of the issuer or provider thereof; and

(iv) an opinion of Bond Counsel addressed to the Paying Agent and the applicable Remarketing Agent that no registration of the Series 2013 Bonds or such Alternate Credit Facility is required under the Securities Act of 1933, as amended (the "1933 Act"), and no qualification of this Ordinance under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), is required in connection with the delivery of such Alternate Credit Facility

and there shall have been delivered by the Paying Agent the notices required under Section 5.01(g) and 8.04 hereof, then the Paying Agent shall accept such Alternate Credit Facility and, after any draws on the Credit Facility being replaced (including draws pursuant to Section 5.01(d)(ii)) that are required to be honored thereunder are honored, shall promptly

thereafter surrender the applicable Credit Facility then in effect to the applicable Credit Provider for cancellation in accordance with its terms.

In lieu of the opinion of Bond Counsel required by the foregoing paragraph (iv), there may be delivered an opinion of counsel reasonably satisfactory to the City to the effect that either (a) at all times during the term of the Alternate Credit Facility, the Series 2013 Bonds will be offered, sold and held by Owners in transactions not constituting a public offering of the Series 2013 Bonds or the Alternate Credit Facility under the 1933 Act and accordingly neither the registration of the Series 2013 Bonds under the 1933 Act nor the qualification of an indenture in respect thereof under the Trust Indenture Act will be required in connection with the execution and delivery of the Alternate Credit Facility or the remarketing of the Series 2013 Bonds with the benefits thereof, or (b) the obligation of the applicable Credit Provider under the Alternate Credit Facility has been registered under the 1933 Act, and any indenture required to be qualified with respect thereto under the Trust Indenture Act has been so qualified, and accordingly neither the registration of the Series 2013 Bonds under the 1933 Act nor the qualification of an indenture in respect thereof under the Trust Indenture Act will be required in connection with the issuance of such Alternate Credit Facility or the remarketing of the Series 2013 Bonds with the benefits thereof.

Section 8.03 Rights and Duties under Credit Facility. The Paying Agent is hereby instructed, without further direction, to execute any Credit Facilities upon their delivery and make demand for the payment of the principal of, interest on, and the purchase 2013 Bonds under the applicable Credit Facility in accordance with the terms thereof at such times, in the manner and for the purposes set forth in this Ordinance and the applicable Credit Facility. The City agrees that the Paying Agent in its name or in the name of the City may enforce all rights of the Paying Agent and of the City and all obligations of the Credit Providers under and pursuant to the Credit Facilities, for the benefit of the Owners.

Section 8.04 Notice of Mandatory Tender Upon Termination, Expiration or Replacement of the Credit Facilities or At the Direction of the Credit Providers. The Paying Agent shall give notice by Mail to the Owners of the Series 2013 Bonds then payable from the applicable Credit Facility (a) on or before the 30th day preceding the date such Series 2013 Bonds are subject to mandatory tender for purchase pursuant to Section 5.01(d)(i) resulting from the scheduled termination or expiration of such Credit Facility in accordance with its terms, (b) on or before the 30th day preceding the replacement of such Credit Facility, or (c) as soon as practicable upon receipt by the Paying Agent of a notice from the applicable Credit Provider described in clause (iii) or (iv) of Section 5.01(d) that an "Event of Default" has occurred under such Credit Facility. Any such notice shall, to the extent applicable, (1) describe any replacement, termination or expiration of the applicable Credit Facility, and the effective date thereof, (2) identify the Alternate Credit Facility, if any, to be in effect upon such replacement, termination or expiration and identify the provider of such Alternate Credit Facility, and the date of the proposed provision of the Alternate Credit Facility (if any), (3) state the Mandatory Purchase Date on which the Series 2013 Bonds will be purchased pursuant to Section 5.01(d) hereof, and (4) specify the ratings, if any, to be applicable to the Series 2013 Bonds after such replacement, termination or expiration of the applicable Credit Facility, or state that no ratings have been obtained with respect to such Series 2013 Bonds for the period subsequent to such replacement, termination or expiration of the applicable Credit Facility. The

City shall provide the Paying Agent with written notice of any information required to enable the Paying Agent to give the foregoing notice and shall provide the Paying Agent with the form of such notice; provided, however, that in the event the City shall fail to provide such notice, the Paying Agent shall provide such notice.

Section 8.05 Notice by Paying Agent to Reduce Credit Facility. If the Series 2013 Bonds shall be redeemed in whole or in part, the Paying Agent, at the written direction of the City, shall give notice to the applicable Credit Provider in the manner required by the applicable Credit Facility to reflect such reduction in the principal amount of the Series 2013 Bonds, as a result of such redemption and no notice to the Owners of the Series 2013 Bonds of such reduction, nor any purchase thereof under Sections 5.01(d) or 8.04, shall occur as a result thereof.

ARTICLE IX
USE OF BOND PROCEEDS; ADMINISTRATION AND ACCOUNTING FOR PLEDGED REVENUES

Section 9.01 Disposition of Bond Proceeds; Exercise of Optional Redemption. The proceeds of the Bonds upon the receipt thereof at any time or from time to time, shall be accounted for in the following manner and priority and are hereby pledged therefor:

(a) Bond Fund. First, if not needed for the Cost of the Project, there shall be credited to a separate and special account hereby created and to be known as the "Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2013, Pledged Revenues, Interest and Principal Retirement Fund," all moneys, if any, received as accrued interest and premium, if any, on the Bonds from their sale by the City from the date of the Bonds to the date of their delivery to the Purchaser, to apply to the payment of interest on the Bonds as the same becomes due after their delivery, in accordance with Section 9.10 hereof. Such Bond Fund shall be maintained by the City Treasurer separate and apart from all other City funds, including the Income Fund.

(b) Bond Fund for Refunded Bonds. Second, Bond proceeds, together with other available monies, if any, in an amount sufficient to effect the refunding of the Refunded Bonds shall be deposited with the paying agent for the Refunded Bonds to be held in trust for the payment of the Refunded Bonds in the bond fund for the Refunded Bonds created under the ordinance authorizing the issuance of the Refunded Bonds, to establish, together with any other moneys therein (including any monies deposited therein from the debt service fund for the Refunded Bonds), any initial cash balance remaining uninvested, to be used solely for the purpose of paying the Bond Requirements of the Refunded Bonds. The Council has elected and does hereby declare its intent to exercise on the behalf and in the name of the City its option to redeem on the redemption date selected by the Chief Financial Officer all of the Refunded Bonds. The Council is hereby obligated so to exercise such option, which option shall be deemed to have been exercised when notice is duly given and completed forthwith after the issuance of the Series 2013 Bonds as herein provided. The Council hereby ratifies the conditional notice of prior redemption and defeasance of the Refunded Bonds sent by the Paying Agent in accordance with the provisions of the ordinance authorizing the issuance of the Refunded Bonds.

(c) Cost of Issuance Account. Third, the balance remaining after the deposit into the bond fund for the Refunded Bonds and Bond Fund as provided above shall be set aside in a special account designated as the "Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2013, Cost of Issuance Account" (the "Cost of Issuance Account"), to held by the City and used to pay the incidental costs of the Project. After all incidental expenses have been paid, any unexpended balance of Bond proceeds (or, unless otherwise required by law, any other moneys) remaining in the Cost of Issuance Account shall be deposited into the Bond Fund for the respective payment of the principal of or interest on the Bonds as the same become due.

Section 9.02 Prevention of Bond Default. The City Treasurer shall use any Bond proceeds credited to the Cost of Issuance Account without further order or warrant, to pay the Bond Requirements of the Bonds as the same become due whenever and to the extent moneys in the Bond Fund or otherwise available therefor are insufficient for that purpose, unless the Bond proceeds shall be needed to defray obligations accrued and to accrue under any contracts then existing and relating to the Project. The City Treasurer shall promptly notify the Chief Financial Officer of any such use. Any moneys so used shall be restored to the Cost of Issuance Account, from the first Pledged Revenues thereafter received and not needed to meet the requirements provided in Sections 9.08 through 9.14 hereof.

Section 9.03 Completion of Project. When any amounts in the Cost of Issuance Account are no longer needed to pay the Cost of the Project, the Chief Financial Officer shall cause to be transferred to the Bond Fund all surplus moneys remaining in the Cost of Issuance Account, if any, except for any moneys designated by the Chief Financial Officer to be retained to pay any unpaid accrued costs or contingent obligations and the sums so transferred shall be applied to the payment of the principal and interest due on the Bonds.

Section 9.04 Purchaser Not Responsible. The validity of the Bonds shall not be dependent on nor be affected by the validity or regularity of any proceedings relating to the acquisition of the improvements, or any part thereof, or to the completion of the Project. The Purchaser, any associate thereof, and any subsequent owner of any Bonds shall in no manner be responsible for the application or disposal by the City or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys herein designated.

Section 9.05 Lien on Bond Proceeds. Until proceeds of the Bonds are applied as hereinabove provided the Bond proceeds shall be subject to a lien thereon and pledge thereof for the benefit of the owners of the Bonds from time to time as provided in Section 9.01 of this Ordinance.

Section 9.06 Pledge Securing Bonds. Subject only to the right of the City to cause amounts to be withdrawn to pay the Cost of the Project as provided herein, all of the Pledged Revenues and all moneys and securities paid or to be paid to or held or to be held in any account under this article or under Section 9.01 hereof, excluding, however, all amounts held in the Rebate Fund and in the Purchase Fund, are hereby pledged to secure the payment of the Bond Requirements of the Bonds. This pledge shall be valid and binding from and after the date of the first delivery of any Bonds, and the moneys, as received by the City and hereby pledged, shall

immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act, and the lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the City and, except for the Outstanding Prior Bonds and any Outstanding Parity Securities hereafter authorized the liens of which on the Pledged Revenues are on a parity with the lien thereon of the Bonds and any Outstanding Superior Securities hereafter issued the liens of which on the Pledged Revenues are superior to the lien thereon of the Bonds; and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City (except as herein otherwise provided) irrespective of whether such parties have notice thereof.

Section 9.07 Income Fund Deposits. So long as any of the Bonds shall be Outstanding, as to any Bond Requirements, the entire Pledged Revenues, upon their receipt from time to time by the City, shall continue to be set aside and credited immediately to a special fund heretofore created and designated as the "City of Las Vegas, Nevada, SCCRT Pledged Revenues Income Fund, Series 1993" (the "Income Fund"). Such Income Fund shall be maintained by the City Treasurer separate and apart from all other City funds, including the Bond Fund.

Section 9.08 Administration of Income Fund. So long as any of the Bonds hereby authorized shall be Outstanding, as to any Bond Requirements, each Fiscal Year the Income Fund shall be administered, and the moneys on deposit therein shall be applied in the following order of priority, all as provided in Sections 9.09 through 9.14 hereof.

Section 9.09 Superior Bond Fund and Bond Fund Payments.

(a) First, from any moneys in the Income Fund, i.e., from the Pledged Revenues, there shall be credited to any bond fund created to pay the principal of, interest on and redemption premiums, if any, due on any Superior Bonds or Superior Securities issued in accordance with the provisions of this Ordinance:

(i) Monthly, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next maturing installment of interest on the Superior Bonds or Superior Securities, and monthly thereafter, commencing on each interest payment date, one-sixth of the amount necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next maturing installment of interest on the Superior Bonds or Superior Securities then outstanding.

(ii) Monthly, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next installment of principal of the Superior Bonds or Superior Securities coming due at maturity, and monthly thereafter, commencing on each principal payment date, one-twelfth of the amount necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next installment of principal of the Superior Bonds or Superior Securities coming due at maturity, or, if any, an amount

sufficient to pay the principal of, interest on and any redemption premiums due on the outstanding Superior Bonds or Superior Securities.

(b) Second, subject to the provisions of Section 9.12 hereof, the following transfers shall be credited to the fund which is hereby created and designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds, Series 2013, Pledged Revenues, Interest and Principal Retirement Fund" (the "Bond Fund"), to be held by the City Treasurer, concurrently with the payments required for any Outstanding Parity Securities into the bond funds therefor, as required by the Ordinances authorizing those bonds:

(i) Monthly, commencing on the first day of the month following the date of delivery of the Bonds, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next maturing installment of interest on the Bonds, and monthly thereafter, commencing on each interest payment date, one-sixth of the amount necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next maturing installment of interest on the Bonds then Outstanding.

(ii) Monthly, commencing one year before the first principal maturity date of the Bonds, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next installment of principal of the Bonds coming due at maturity, and monthly thereafter, commencing on each principal payment date, one-twelfth of the amount necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next installment of principal of the Bonds coming due at maturity, or pursuant to Section 4.01(d) hereof, if any.

The moneys credited to the Bond Fund shall be used to pay the Bond Requirements of the Bonds as the Bond Requirements become due. All amounts in the Bond Fund shall be used and withdrawn by the City solely (i) for the purpose of paying the Bond Requirements of the Bonds as the same becomes due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity pursuant to this Ordinance), or (ii) to reimburse the Credit Provider (if any) with respect to drawings under the Credit Facility for such purposes and in such event to transfer such amounts to the Paying Agent for deposit to the Redemption Fund, the Purchase Fund or the Debt Service Fund, as the case may be. Unless there has been an Event of Default, so long as the Credit Facility is in effect and has been drawn upon to provide sufficient funds to pay in full the principal of and interest when due as required herein, the City shall use moneys in the Debt Service Fund and transfer funds to the Paying Agent, if necessary, to reimburse the Credit Provider (if any) for such drawing in such manner as to provide for receipt by the Credit Provider (if any) on the same Business Day as the draw is honored.

Section 9.10 Termination of Deposits. No payment need be made into the Bond Fund, if the amount in the Bond Fund totals a sum at least equal to the entire amount of the Outstanding Bonds as to all Bond Requirements, to the maturity, and both accrued and not

accrued interest, in which case moneys in that account in an amount at least equal to such Bond Requirements shall be used solely to pay such Bond Requirements as the same become due; and any moneys in excess thereof in those two accounts and any other moneys derived from the Pledged Revenues shall be applied as hereafter provided.

Section 9.11 Payment of Additional Securities. Third, and subject to the provisions hereinabove in this Article, but either prior to, concurrently with or subsequent to the payments required by Section 9.10 hereof, as provided in Article XI hereof, any moneys remaining in the Income Fund may be used by the City for the payment of Bond Requirements of the Outstanding Parity Securities, additional bonds or other additional securities payable from the Pledged Revenues and hereafter authorized to be issued in accordance with Article XI and any other provisions herein supplemental thereto, including reasonable reserves for such securities, as the same accrue. The lien of such additional bonds or other additional securities on the Pledged Revenues and the pledge thereof for the payment of such additional securities shall be superior to, on a parity with or subordinate to the lien and pledge of the Bonds as herein provided. Payments for bond and reserve funds for any Superior Securities shall be made concurrently with the payments for Superior Securities required by Section 9.10 hereof. Payments for bond and reserve funds for the Outstanding Parity Securities and additional Parity Securities shall be made concurrently with the payments for the Bonds required by Section 9.10 hereof. Payments for bond and reserve funds for additional Subordinate Securities and payments of Security Instrument Costs and Security Instrument Repayment Obligations shall be made after the payments required by Sections 9.10 and 607 hereof.

Section 9.12 Payment of Rebate. Fourth, and subject to the provisions hereinabove in this Article, there shall be transferred into the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds, Series 2013, Rebate Fund," hereby created and held by the City, after making in full the monthly deposits required by Sections 9.10 and 9.12, but prior to the transfer of any Pledged Revenues to the payment of Subordinate Securities, such amounts as are required to be deposited therein to meet the City's obligations under the covenant contained in Section 12.03 hereof, in accordance with Section 148(f) of the Tax Code. Amounts in the Rebate Fund shall be used for the purpose of making the payments to the United States required by such covenant and Section 148(f) of the Tax Code. Any amounts in the Rebate Fund in excess of those required to be on deposit therein by Section 12.03 hereof and Section 148(f) of the Tax Code may be withdrawn therefrom and used for any lawful purpose relating to the Project.

Section 9.13 Use of Remaining Revenues. After the payments hereinabove required to be made in this Article IX are made, any remaining Pledged Revenues in the Income Fund may be used at any time during any Fiscal Year whenever in the Fiscal Year there shall have been credited to the Bond Fund, to the Rebate Fund and to each other bond fund and reserve fund, if any, for the payment of any other securities payable from the Pledged Revenues, all amounts required to be deposited in those special accounts for such portion of the Fiscal Year, as hereinabove provided in this Article, for any one or any combination of lawful purposes relating to the Project, or otherwise, as the City may from time to time determine.

ARTICLE X
GENERAL TAXES

Section 10.01 General Tax Levies. Pursuant to Section 350.596 of the Bond Act, the Bond Requirements of the Bonds falling due at any time when there are not on hand from General Tax levies sufficient funds to pay the same, shall be paid out of the general fund of the City or out of any other funds that may be available for such purpose. For the purpose of repaying any moneys so paid from any such fund or funds (other than any moneys available for the payment of such Bond Requirements on other than a temporary basis) and for the purpose of the payment thereafter of the Bonds and the interest thereon, there are hereby created the separate and special accounts known respectively as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds, Series 2013, General Tax Principal Fund" (the "General Tax Principal Fund") and as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds, Series 2013, General Tax Interest Fund" (the "General Tax Interest Fund"). Pursuant to Sections 350.592 and 350.594 of the Bond Act, there shall be levied immediately after the issuance of the Bonds, and annually thereafter (if necessary to implement this Ordinance), until all of the Bond Requirements shall have been fully paid, satisfied and discharged, a General Tax on all property, both real and personal, subject to taxation within the boundaries of the City fully sufficient to reimburse such funds for such installments of Bond Requirements, together with the revenue which will result from application of the rate to the net proceeds of minerals, to pay the interest on the Bonds, and to pay and retire the same as hereinabove provided, and after there are made due allowances for probable delinquencies. The proceeds of the annual levies shall be duly credited to such separate accounts for the payment of the Bond Requirements. In the preparation of the annual budget or appropriation resolution or ordinance for the City, the City shall first make proper provisions through the levy of sufficient General Taxes for the payment of the interest on and the retirement of the principal of the bonded indebtedness of the City, including, without limitation, the Bonds, subject to the limitations imposed by NRS Section 361.453 and Section 2, Article. 10, Nevada Constitution, and the amount of money necessary for this purpose shall be a first charge against all the revenues received by the City.

Section 10.02 Priorities for Bonds. As provided in NRS Section 361.463 in any year in which the total General Taxes levied against the property in the City by all overlapping units within the boundaries of the City may exceed the limitation of $3.64 on each $100 of assessed valuation, or a lesser or greater amount fixed by the State board of examiners if the State board of examiners is directed by law to fix a lesser or greater amount for that Fiscal Year as provided in NRS Section 361.453, and it shall become necessary by reason thereof to reduce the levies made by any and all such units, the reductions so made shall be in General Taxes levied by such unit or units (including, without limitation, the City and the State) for purposes other than the payment of their bonded indebtedness, including interest thereon. The General Taxes levied for the payment of such bonded indebtedness and the interest thereon shall always enjoy a priority over General Taxes levied by each such unit (including, without limitation, the City and the State) for all other purposes where reduction is necessary in order to comply with the limitation of NRS Section 361.453.

Section 10.03 Correlation of Levies. Such General Taxes shall be levied and collected in the same manner and at the same time as other General Taxes are levied and

collected, and the proceeds thereof for the Bonds shall be kept by the City Treasurer in the General Tax Principal Fund and in the General Tax Interest Fund, which shall be used for no other purpose than the payment of principal of and interest on the Bonds, and any other Parity Securities hereinafter issued in accordance with Article IX hereof, respectively, as the same fall due.

Section 10.04 Use of General Fund. Any sums becoming due on the Bonds at any time when there are on hand from such tax levy or levies (and any other available moneys) insufficient funds to pay the same shall be promptly paid when due from general funds on hand belonging to the City, reimbursement to be made for such general funds in the amounts so advanced when the Taxes herein provided for have been collected, pursuant to Section 350.596, Bond Act.

Section 10.05 Use of Other Funds. Nothing herein prevents the City from applying any funds (other than General Taxes) that may be available for that purpose to the payment of such interest or principal, as the same, respectively, mature, including, without limitation, the payment of the Bonds as provided in Section 9.09 hereof and elsewhere herein, and upon such payments, the levy or levies herein provided may thereupon to that extent be diminished, pursuant to Section 350.598 of the Bond Act.

Section 10.06 Legislative Duties. In accordance with Section 350.592 of the Bond Act, and NRS Section 361.463, it shall be the duty of the City annually, at the time and in the manner provided by law for levying other General Taxes of the City, if such action shall be necessary to effectuate the provisions of this Ordinance, to ratify and carry out the provisions hereof with reference to the levy and collection of General Taxes; and the City shall require the officers of the City to levy, extend and collect such General Taxes in the manner provided by law for the purpose of creating funds for the payment of the principal of the Bonds and interest thereon. Such General Taxes when collected shall be kept for and applied only to the payment of the principal of and the interest on the Bonds as hereinbefore provided.

Section 10.07 Appropriation of General Taxes. In accordance with Section 350.602 of the Bond Act, there is hereby specially appropriated the proceeds of the General Taxes to the payment of such principal and interest; and such appropriations shall not be repealed nor the General Taxes postponed or diminished (except as herein otherwise expressly provided) until the principal of and interest on the Bonds have been wholly paid.

ARTICLE XI
SECURITIES LIENS AND ADDITIONAL SECURITIES

Section 11.01 Lien of Bonds. The Bonds authorized herein constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Pledged Revenues, subject to and after any superior liens upon such Pledged Revenues of any Superior Bonds or Superior Securities and on a parity with the parity liens upon such Pledged Revenues of the Outstanding Prior Bonds and any other Parity Bonds or Parity Securities.

Section 11.02 Equality of Bonds. The Bonds, the Outstanding Parity Securities and any Parity Securities hereafter authorized to be issued and from time to time

Outstanding are equally and ratably secured by a lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues, regardless of the time or times of the issuance of the Bonds and any other such securities, it being the intention of the City that there shall be no priority among the Bonds and any such Parity Securities, regardless of the fact that they may be actually issued and delivered at different times.

Section 11.03 Issuance of Superior or Parity Securities. Nothing herein, subject to the limitations stated in Sections 11.06, 11.11 and 11.12 hereof, prevents the issuance by the City of additional bonds or other additional securities payable from the Pledged Revenues and constituting a lien thereon superior to or on a parity with, the lien thereon of the Bonds, nor prevents the issuance of bonds or other securities refunding all or a part of the Bonds (or funding or refunding any other then Outstanding securities payable from Pledged Revenues), except as provided in Sections 11.07 through 11.12 hereof; but before any such additional superior or Parity Bonds or other additional superior or Parity Securities are authorized or actually issued (excluding any superior or parity refunding securities other than any securities refunding Subordinate Bonds or other Subordinate Securities, as permitted in Section 11.10(c) hereof):

(a) Absence of Default. At the time of the adoption of the supplemental instrument authorizing the issuance of the additional securities, the City shall not be in default in making any payments required by Sections 9.09, 9.11 or 9.12 hereof with respect to any superior or Parity Securities.

(b) Earnings Test. Except as hereinafter otherwise provided: (1) the Pledged Revenues derived in the Fiscal Year immediately preceding the date of the issuance of the additional superior or Parity Securities shall have been at least sufficient to pay an amount equal to the Combined Maximum Annual Principal and Interest Requirements (to be paid during any one Bond Year, commencing with the Bond Year in which the additional superior or Parity Securities are issued and ending on the first day of the Bond Year in which any then Outstanding Bonds last mature) of the Outstanding Parity Securities, Outstanding Bonds and any other Outstanding superior or Parity Securities of the City and the bonds or other securities proposed to be issued (excluding the reserves therefor); or, (2) the Pledged Revenues estimated by the Chief Financial Officer, independent feasibility consultant or an Independent Accountant to be derived in the first five Fiscal Years immediately succeeding the issuance of the other additional superior or Parity Securities proposed to be issued, shall be at least equal to such annual principal and interest requirements to be paid during such Fiscal Years.

(c) Adjustment of Pledged Revenues. In any computation of such earnings test as to whether or not additional superior or Parity Securities may be issued as provided in subsection B of this Section, the amount of the Pledged Revenues for the next preceding Fiscal Year shall be decreased and may be increased by the amount of any loss or gain conservatively estimated by the Chief Financial Officer, independent feasibility consultant or Independent Accountant making the computations under this Section, which loss or gain results from any change in rate of levy of the taxes and impositions provided in the Pledged Distributed Local Tax Act which will result in a change in the amount of Pledged Revenues which change took effect during the next preceding Fiscal Year or thereafter prior to the issuance of such superior or Parity Securities, as if such modified rate shall have been in effect during the entire next preceding Fiscal Year, if such change shall have been made before the computation of the designated

earnings test but made in the same Fiscal Year as the computation is made or in the next preceding Fiscal Year.

Section 11.04 Certification of Revenues. A written certification or written opinion by the Chief Financial Officer, an independent feasibility consultant or an Independent Accountant, based upon estimates thereby as provided in Section 11.03(b) and Section 11.03(c) hereof, that the annual revenues when adjusted as hereinabove provided in Section 11.03(c) hereof, are sufficient to pay such amounts as provided in Section 11.03(b) hereof, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver additional bonds or additional securities superior to or on a parity with the Bonds.

Section 11.05 Subordinate Securities Permitted. Nothing herein, subject to the limitations stated in Sections 11.11 and 11.12 hereof, prevents the City from issuing additional bonds or other additional securities payable from the Pledged Revenues having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds.

Section 11.06 Superior Securities Permitted. Nothing herein, subject to the requirements stated in this Article XI hereof, prevents the City from issuing additional bonds or other additional securities payable from the Pledged Revenues having a lien thereon prior and superior to the lien thereon of the Bonds; however, such additional Superior Bonds or other additional Superior Securities shall not be issued as general obligations of the City.

Section 11.07 Issuance of Refunding Securities. At any time after the Bonds, or any part thereof, are issued and remain Outstanding, if the City shall find it desirable to refund any Outstanding Bonds or other Outstanding securities payable from and constituting a lien upon any Pledged Revenues, such Bonds or other securities, or any part thereof, may be refunded only if the Bonds or other securities at the time or times of their required surrender for payment shall then mature or shall be then callable for prior redemption for the purpose of refunding them at the City's option upon proper call, unless the owner or owners of all such Outstanding Bonds or other securities consent to such surrender and payment, regardless of whether the priority of the lien for the payment of the refunding securities on the Pledged Revenues is changed (except as provided in Sections 11.06 and 11.08 through 11.12 hereof).

Section 11.08 Partial Refundings. The refunding bonds or other refunding securities so issued, unless issued as Subordinate Securities, shall enjoy complete equality of lien with the portion of any securities of the same issue which is not refunded, if there is any; and the owner or owners of the refunding securities shall be subrogated to all of the rights and privileges enjoyed by the owner or owners of the unrefunded securities of the same issue partially refunded by the refunding securities.

Section 11.09 Limitations Upon Refundings. Any refunding bonds or other refunding securities payable from any Pledged Revenues shall be issued with such details as the City may by instrument provide, subject to the provisions of Sections 11.11 and 11.12 hereof, and subject to the inclusion of any such rights and privileges designated in Section 11.08 hereof, but without any impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of the Outstanding securities of any one or more issues (including, without limitation, the Bonds).

Section 11.10 Protection of Securities Not Refunded. If only a part of the Outstanding Bonds and other Outstanding securities of any issue or issues payable from the Pledged Revenues is refunded, then such securities may not be refunded without the consent of the owner or owners of the unrefunded portion of such securities:

(a) Requirements Not Increased. Unless the refunding securities do not increase for any Bond Year the annual principal and interest requirements evidenced by the refunding securities and by the Outstanding securities not refunded on and before the last maturity date or last Redemption Date, if any, whichever is later, if any, of the unrefunded securities, and unless the lien of any refunding bonds or other refunding securities on the Pledged Revenues is not raised to a higher priority than the lien thereon of the bonds or other securities thereby refunded; or

(b) Subordinate Lien. Unless the lien on any Pledged Revenues for the payment of the refunding securities is subordinate to each such lien for the payment of any securities not refunded; or

(c) Default and Earnings Test. Unless the refunding bonds or other refunding securities are issued in compliance with Section 11.03 hereof (including subsections (a) through (c) thereof) and Section 11.04 hereof.

Section 11.11 Payment Dates of Additional Securities. Any additional superior, parity or Subordinate Bonds or other additional superior, parity or Subordinate Securities (including, without limitation, any funding or refunding securities) issued in compliance with the terms hereof shall bear interest payable at the times and shall mature on the dates designated by the City in the ordinance authorizing such securities as provided in Section 11.12 hereof.

Section 11.12 Supplemental Ordinance. Additional bonds or other additional securities payable from the Pledged Revenues shall be issued only after authorization thereof by a supplemental instrument of the City stating the purpose or purposes of the issuance of the additional bonds or other additional securities, directing the application of the proceeds thereof to such purpose or purposes, directing the execution thereof, and fixing and determining the date, principal amount, maturity or maturities, designation and numbers thereof, the maximum rate or rates of interest to be borne thereby, any prior redemption privileges of the City with respect thereto and other provisions thereof not in conflict with this Ordinance. All additional bonds or other additional securities shall bear such date, shall bear such numbers and series designation, letters or symbols prefixed to their numbers distinguishing them from each other security, shall be payable at such place or places at such times, may be subject to redemption prior to maturity on such terms and conditions, and shall bear interest at such rate or at such different and varying rates per annum, as may be fixed by instrument or other document of the City.

ARTICLE XII
MISCELLANEOUS

Section 12.01 Investment of Amounts Held under this Ordinance.

(a) Moneys held in Funds and Accounts (other than moneys held in the Purchase Fund and the Letter of Credit Account which shall be held uninvested) shall be invested and reinvested as directed by the Treasurer solely in Permitted Investments and in accordance with the City's investment policy then in effect, subject to the restrictions set forth in this Ordinance and subject to the investment restrictions imposed upon the City by the laws of the State. The Treasurer shall direct such investments by written certificate or by telephone instruction followed by prompt written confirmation of the Treasurer or an authorized designee, and in the absence of such direction, the Paying Agent shall hold such funds uninvested. The Paying Agent shall have no responsibility or liability in respect of any investment made in accordance with the instructions of the Treasurer or authorized designee.

(b) In the absence of written direction, the Paying Agent shall hold such moneys uninvested. The Trustee may conclusively rely upon such written direction from the City as to both the suitability and legality of the directed investments. The investments authorized by this Ordinance shall at all times be subject to law. To the extent investments are registrable, such investments shall be registered in the name of the Paying Agent. Investments shall mature in such amounts and at such times as may be necessary to provide money when need to make payments from such funds. The Paying Agent may sell or present for redemption, any securities so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such securities are credited, and the Paying Agent shall not be liable or responsible for any loss resulting from such investment. Any such investment shall, subject to the provisions hereof at all times be deemed to be a part of the fund from which the investment was made. The City acknowledges that regulations of the Comptroller of the Currency grant the City the right to receive brokerage confirmations of security transactions as they occur. To the extent permitted by law, the City specifically waives compliance with 12 C.F.R. 12 and hereby notifies the Paying Agent that no brokerage confirmations need be sent relating to the security transactions as they occur.

(c) Permitted Investments in any Fund or Account shall be deemed at all times to be a part of such Fund or Account, and the interest accruing thereon and any profit realized from such investment shall be credited to such Fund or Account and any loss resulting from such investment shall be charged to such Fund or Account.

Section 12.02 Defeasance. When all Bond Requirements of any Series 2013 Bond have been duly paid, the pledge, the lien, and all obligations hereunder as to that Series 2013 Bond shall thereby be discharged and the Bond shall no longer be deemed to be Outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment when the City has placed in escrow or in trust with a trust bank located within or without the State, an amount sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount may be initially invested wholly or in part) to meet all Bond Requirements of the Series 2013 Bond, as the same become due to the

final maturity of the Series 2013 Bond, or upon any redemption date as of which the City shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of Series 2013 Bond for payment then. The Federal Securities shall become due before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the City and the bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure availability as needed to meet the schedule. For the purpose of this section "Federal Securities" shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the owner thereof. When such defeasance is accomplished the Paying Agent shall mail written notice of the defeasance to the registered owner of the Series 2013 Bond at the address last shown on the registration records for the Series 2013 Bonds maintained by the Paying Agent. The Series 2013 Bonds may be defeased in whole or in part upon satisfaction of the provisions of this Ordinance; provided, however, that, notwithstanding anything contained in this Ordinance, the Series 2013 Bonds which are to be redeemed pursuant to Section 4.01 hereof may be defeased only if (a) notwithstanding the defeasance of the Series 2013 Bonds, the applicable Credit Facility remains available for such Series 2013 Bonds through the redemption date therefor, which redemption date shall be the earliest date possible in accordance with the terms of Section 4.03 hereof or (b) the City has received a Ratings Confirmation. Notwithstanding anything to the contrary in the definition of "Federal Securities" set forth in this Ordinance, such Federal Securities shall mean and include only principal-only strips and interest-only strips of non-callable obligations issued by the United States Treasury, and REFCORP securities stripped by the Federal Reserve Bank of New York.

Section 12.03 Tax Covenant. The City covenants for the benefit of the owners of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any project financed or refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Tax Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code have been met

Section 12.04 Modification of this Ordinance. This Ordinance may be modified or amended by supplemental agreements with the consent of the parties hereto by supplemental agreements, provided, however, that any modifications or amendments to this Ordinance shall require the consent of the Purchaser, if any, each Credit Provider (which consent shall not be unreasonably withheld) and any amendments to Article VI of this Ordinance shall require the consent of each of the Remarketing Agents (which consent shall not be unreasonably withheld).

Section 12.05 Effect of Supplemental Ordinances. Upon execution and delivery of any supplemental ordinance pursuant to the provisions of this Article XII, this

Ordinance and all supplemental ordinances shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance and all supplemental ordinances of the City shall thereafter be determined, exercised and enforced under this Ordinance and all supplemental ordinances, subject in all respects to such modifications and amendments.

Section 12.06 Supplemental Ordinances to be Part of this Ordinance. Any supplemental agreement executed and delivered in accordance with the provisions of this Article XII shall thereafter form a part of this Ordinance or the supplemental ordinance which they supplement or amend, and all of the terms and conditions contained in any such supplemental ordinance as to any provision authorized to be contained therein shall be and shall be deemed to be part of the terms and conditions of this Ordinance which they supplement or amend for any and all purposes.

Section 12.07 Parties in Interest. Except as herein otherwise specifically provided, nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City, the Paying Agent, the Fiscal Agent, the Remarketing Agents, the Credit Providers and the Owners any right, remedy or claim under or by reason of this Ordinance being intended to be for the sole and exclusive benefit of the City, the Paying Agent, the Fiscal Agent, the Remarketing Agents, the Credit Providers and the Owners.

Section 12.08 No Personal Liability of City Officials; Limited Liability of City to Owners of Series 2013 Bonds.

(a) No covenant or agreement contained in Series 2013 Bonds or in this Ordinance shall be deemed to be the covenant or agreement of any present or future official, officer, agent or employee of the City in his individual capacity, and neither the members of the Council of the City nor any person executing the Series 2013 Bonds shall be liable personally on the Series 2013 Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

(b) Except for the payment when due of the payments required under this Ordinance and the observance and performance of the other agreements, conditions, covenants and terms required to be performed by it contained in this Ordinance, the City shall not have any obligation or liability to the Owners with respect to this Ordinance or the preparation, execution, delivery, transfer, exchange or cancellation of the Series 2013 Bonds or the receipt, deposit or disbursement of the payments by the Paying Agent, or with respect to the performance by the Paying Agent of any obligation required to be performed by it contained in this Ordinance.

Section 12.09 Execution of Instruments; Proof of Ownership.

(a) Any request, direction, consent or other instrument in writing required or permitted by this Ordinance to be signed or executed by Owners or on their behalf by an attorney-in-fact may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Owners in person or by an agent or attorney-in-fact appointed by an instrument in writing or as provided in the Series 2013 Bonds. Proof of the execution of any

such instrument and of the ownership of Series 2013 Bonds shall be sufficient for any purpose of this Ordinance and shall be conclusive in favor of the Paying Agent with regard to any action taken by it under such instrument if made in the following manner:

(i) the fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction who, by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the person signing such instrument acknowledged before him the execution thereof, or by an affidavit of a witness to such execution; and

(ii) the ownership of Series 2013 Bonds, as applicable, shall be proved by the registration books kept under the provisions of Section 3.03 hereof;

(b) Nothing contained in this Section 13.09 shall be construed as limiting the Paying Agent to such proof. The Paying Agent may accept any other evidence of matters herein stated which it may deem sufficient. Any request, consent of, or assignment by any Owner of a Series 2013 Bond shall bind every future Owner of the same Series issued in lieu thereof in respect of anything done by the Paying Agent or the City in pursuance of such request or consent.

Section 12.10 Governing Law. This Ordinance shall be construed in accordance with the laws of the State.

Section 12.11 Notices.

(a) Any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver or other communication required or permitted by this Ordinance or the Series 2013 Bonds must be in writing except as expressly provided otherwise in this Ordinance or in the Series 2013 Bonds.

(b) The Paying Agent shall give prior written notice, while the Series 2013 Bonds bear interest at the Index Interest Rate, to the Purchaser, and while the Series 2013 Bonds bear interest at any rate other than the Index Interest Rate, to the Rating Agencies then rating the Series 2013 Bonds, the Credit Providers and the Remarketing Agents, at least 15 days (or such shorter period as shall be reasonable) before each of the following events:

(i) appointment of a successor Paying Agent;

(ii) amendment to this Ordinance, a Credit Facility, if any;

(iii) redemption of the Series 2013 Bonds;

(iv) adjustment of the Series 2013 Bonds to the Short-Term Mode, the Long Mode or conversion to a Fixed Interest Rate;

(v) removal or resignation of the Fiscal Agent, the Paying Agent or any Remarketing Agent;

(vi) expiration, termination, extension or substitution of a Credit Facility, if any;

(vii) mandatory tender for purchase of the Series 2013 Bonds;

(viii) defeasance of the Series 2013 Bonds; or

(ix) the Series 2013 Bonds are no longer Book-Entry Bonds.

Notice in the case of an event referred to in clause (ii) hereof shall include a copy of any such amendment.

(c) Except as otherwise required herein, all notices required or authorized to be given to the City, the Purchaser, the Fiscal Agent, the Paying Agent, the applicable Remarketing Agents, the Credit Provider, [Fitch,] Moody's and S&P pursuant to this Ordinance shall be in writing and shall be hand delivered, sent by electronic-mail, facsimile transmission, by Mail or such other readily accessible electronic means (so long as such recipient shall agree to the receipt of information by such means), to the following addresses or the addresses set forth in the Continuing Covenant Agreement:

1. If to the City, to:

City of Las Vegas
495 South Main Street
Las Vegas, NV 89101
Attn: Chief Financial Officer
Telephone: (702) 229-2280
Facsimile: (702) 383-0769

2. If to the Fiscal Agent, to:

City Treasurer
495 South Main Street
Las Vegas, NV 89101
Telephone: (702) 229-6280
Facsimile: (702) 383-0769

3. If to the Paying Agent, to:

The Bank of New York Mellon Trust Company, N.A.
Attn: Corporate Trust Services
400 South Hope Street
Suite 400
Los Angeles, CA 90017
Facsimile: (213) 630-6220
Telephone: (213) 630-6263

4. If to Moody's, to:

Moody's Investors Service
7 World Trade Center
New York, New York 10007
Attn: Credit Ratings & Analysis, Public Finance Group
Facsimile: (212) 261-1466
Telephone: (212) 553-0300

5. If to S&P, to:

Standard & Poor's Ratings Services
55 Water Street, 38th Floor
New York, New York 10041
Attn: Public Finance Structured Group
Telephone: (415) 371-5020
Facsimile: (415) 371-5090
E-mail: pubfin_structured@standardandpoors.com

6. [If to Fitch:

Fitch, Inc.
1 State Street Plaza, 28th Floor
New York, New York 10004
Attn: Public Finance Department – Municipal Structured Finance
Telephone: (212) 908-0500
Facsimile: (212) 480-4421]

or to such other addresses as may from time to time be furnished to the parties, effective upon the receipt of notice thereof given as set forth above. Notices to a Credit Provider required or permitted to be given hereunder shall be in writing and shall be sent by Mail, to the notice address set forth above or to such other address as the applicable Credit Provider may identify in a written notice delivered pursuant to this Section 12.11(c).

Section 12.12 Delegated Powers. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

(a) The printing of the Series 2013 Bonds;

(b) The execution of the certificates as may be reasonably required by the Purchaser, relating, inter alia,

(i) to the signing of the Series 2013 Bonds,

(ii) to the tenure and identity of the officials of the City,

(iii) to the assessed valuation of the taxable property in and the indebtedness of the City,

(iv) to the rate of taxes levied against the taxable property within the City,

(v) to the delivery of the Series 2013 Bonds to The Depository Trust Company and the receipt of the purchase price of the Bonds,

(vi) to the completeness and accuracy of any information provided the Purchaser in connection with the Series 2013 Bonds as of the date of delivery of the Series 2013 Bonds, and

(vii) if it is in accordance with the fact, to the absence of litigation, pending or threatened, affecting the validity of the Series 2013 Bonds;

(c) The execution by the Chief Financial Officer of the Officer's Certificate and the Continuing Covenant Agreement in substantially the forms as are currently on file with the Clerk, with such changes which are agreed to by the City Chief Financial Officer;

(d) The execution of any agreements related to the Paying Agent for the Series 2013 Bonds in substantially the form as is currently on file with the Clerk, with such changes which are agreed to by the City Chief Financial Officer.

Section 12.13 Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Ordinance, shall not be a Business Day, such payment may, unless otherwise provided in this Ordinance, be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period from and after such nominal date.

Section 12.14 Captions. The captions and table of contents in this Ordinance are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Ordinance.

[End of Amended and Restated Ordinance]

Section 2. Publication of Proposed Ordinance. 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 AMENDING ORDINANCE NO. 6260 AND AUTHORIZING A FIRST AMENDMENT TO CONTINUING COVENANT AGREEMENT IN CONNECTION WITH THE OUTSTANDING "CITY OF LAS VEGAS, NEVADA, GENERAL OBLIGATION (LIMITED TAX) ADJUSTABLE RATE VARIOUS PURPOSE REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2013"; AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO CONTINUING COVENANT AGREEMENT; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

PUBLIC NOTICE IS HEREBY GIVEN, and 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 South Main Street, Las Vegas, Nevada, and that such Ordinance was proposed on the June 1, 2016, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas held on June 15, 2016.

/s/ LuAnn D. Holmes, MMC
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

Section 3. **Publication After Adoption of Ordinance; Effective Date.** 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 LAS VEGAS, NEVADA)

AN ORDINANCE AMENDING ORDINANCE NO. 6260 AND AUTHORIZING A FIRST AMENDMENT TO CONTINUING COVENANT AGREEMENT IN CONNECTION WITH THE OUTSTANDING "CITY OF LAS VEGAS, NEVADA, GENERAL OBLIGATION (LIMITED TAX) ADJUSTABLE RATE VARIOUS PURPOSE REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2013"; AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO CONTINUING COVENANT AGREEMENT; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

PUBLIC NOTICE IS HEREBY GIVEN, and that such Ordinance was proposed on June 1, 2016, and was passed at the meeting held on June 15, 2016, by the following vote of the City Council:

Those Voting Aye: _____
_____
_____
_____
_____

Those Voting Nay: _____

Those Absent: _____

This Ordinance shall be in full force and effect from and after the ___th day of June, 2016, 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 June 15, 2016.

Attest: /s/ Carolyn G. Goodman
Mayor

/s/ LuAnn D. Holmes, MMC
City Clerk

(End of Form of Publication)

560905

Section 4. Execution of First Amendment. The forms, terms and provisions of the First Amendment are authorized and approved, and the City shall enter into the First Amendment substantially in the form of the First Amendment as on file with the City Clerk, but with such changes therein as shall be consistent with this Ordinance and as the Chief Financial Officer of the City shall approve, the execution thereof being deemed conclusive of the approval of any such changes. The Chief Financial Officer of the City is authorized and directed to execute and deliver the First Amendment for and on behalf of the City in substantially the form of such document on file with the City Clerk as so changed. The City Clerk is authorized and directed to affix the seal of the City to, and to attest, the First Amendment in substantially the form of such document on file with the City Clerk as so changed.

Section 5. Ordinance Irrepealable. This Amendment Ordinance shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled, and discharged, as herein provided.

Section 6. Implied Repealer. All resolutions and ordinances, bylaws and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, ordinance, bylaw, order, or part thereof, heretofore repealed.

Section 7. Severability. If any section, paragraph, clause, or provision of this Amendment Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Amendment Ordinance.

(SEAL)

_____
Carolyn G. Goodman, Mayor

Attest:

_____
LuAnn D. Holmes, MMC, City Clerk

Approved as to form:

Val Steed 5-19-16
City Attorney or Chief Deputy City Attorney

This Ordinance shall be in force and effect from and after June 19, 2016, i.e., the date after the publication of such Ordinance by its title only.

(Signature page to Bond Ordinance)

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss.**
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, the duly chosen and qualified 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 on June 1, 2016 and finally adopted and approved on June 15, 2016.

(2) The following members of the Council were present at the June 1, 2016 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 June 1, 2016, and referred to a committee composed of _____ _____ for recommendation; thereafter the committee reported favorably on the Ordinance on June 15, 2016, 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 June 15, 2016 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 Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

(5) All members of the Council were given due and proper notice of the meetings held on June 1, 2016 and June 15, 2016. Pursuant to NRS 241.020, 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 City's website, 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 a copy of the notice 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 June 1, 2016 is attached to this certificate as Exhibit A, and a copy of such notice so given of the meeting of the Council on June 15, 2016 is attached to this certificate as Exhibit B.

(7) A copy of the affidavit of publication of the notice of deposit of ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of the 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 June 15, 2016.

_____

LuAnn D. Holmes, MMC, City Clerk

EXHIBIT A
(Attach Copy of Notice of June 1, 2016 Meeting)

EXHIBIT B
(Attach Copy of Notice of June 15, 2016 Meeting)

EXHIBIT C
(Attach Affidavit of Publication of Deposit of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

EXHIBIT I-1

FORM OF SERIES 2013 BOND
DURING ANY PERIOD OTHER THAN INDEX INTEREST RATE PERIOD

CITY OF LAS VEGAS, NEVADA
GENERAL OBLIGATION (LIMITED TAX)
ADJUSTABLE RATE VARIOUS PURPOSE REFUNDING BONDS
(ADDITIONALLY SECURED BY PLEDGED REVENUES)
SERIES 2013

THIS BOND IS SUBJECT TO CERTAIN TRANSFER RESTRICTIONS, AS SET FORTH IN THE ORDINANCE (AS DEFINED BELOW), AND ANY TRANSFER OF THE REGISTERED OWNERSHIP OF THIS BOND MAY ONLY BE MADE SUBJECT TO SUCH TRANSFER RESTRICTIONS. ANY TRANSFEREE, BY THE ACCEPTANCE OF THIS BOND, REPRESENTS THAT IT ACKNOWLEDGES SUCH TRANSFER RESTRICTIONS AND ACCEPTS SUCH BOND SUBJECT TO SUCH TRANSFER RESTRICTIONS. ANY TRANSFER OF THIS BOND IN VIOLATION OF THE TRANSFER RESTRICTIONS SET FORTH IN THE ORDINANCE SHALL BE VOID AND OF NO EFFECT.

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The City of Las Vegas in the County of Clark and in the State of Nevada (the "City", the "County," and the "State", respectively), for value received hereby acknowledges itself to be indebted and promises to pay to the registered owner (the "Owner") identified above or registered assigns, on the maturity date set forth above, the principal amount set forth above, in lawful money of the United States of America, and to pay from time to time (but only out of the sources hereinafter provided) interest on the balance of said principal amount until payment of said principal amount has been made or duly provided for, at the rates and on the dates determined as described herein and in the Ordinance (as hereinafter defined), except as the provisions hereinafter set forth with respect to redemption or tender prior to maturity may become applicable hereto. The principal and purchase price of and premium, if any, on this Bond are payable in lawful money of the United States of America. All capitalized terms used and not otherwise defined herein shall have the meanings for such terms as are set forth in the Ordinance (defined below).

Reference is made to the Ordinance and to all ordinances supplemental thereto, with respect to the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged, rights, duties and obligations of the City, the Paying Agent, the Tender Agent and the Credit Provider, if applicable, and, the rights of the owners of the Bonds, the events of defaults and remedies, the circumstances under which any Bond is no longer Outstanding, the issuance of additional bonds and the terms on which such additional bonds may be issued under and secured by the Ordinance, the ability to amend the Ordinance, and to all the provisions of which the owner hereof by the acceptance of this Bond assents.

This Bond is authorized, issued and secured under the terms of that Ordinance adopted on [_____] ***July 24***, 2013***, as amended on June 15, 2016*** (***as amended,*** the "Ordinance").

Reference is hereby made to the Ordinance for a description of the terms of the Bonds and the rights thereunder of the Owners of the Bonds, of the nature and extent of the security, of the rights, duties and immunities of the Paying Agent and of the rights and obligations of the City thereunder, to all of the provisions of which Ordinance the Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds are issued by the City and upon the credit thereof, for the purpose of financing various capital improvement projects described in NRS chapter 268 and in the Ordinance, under the authority of and in full conformity with the Constitution and laws of the State and the City and pursuant to the Ordinance.

It is hereby certified, recited and warranted that the total indebtedness of the City, including that of this Bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State; that provision has been made for the levy and collection of annual general (ad valorem) taxes ("General Taxes") sufficient to pay the Bond Requirements of this Bond when the same become due (except to the extent other moneys are available therefor), subject to the limitations imposed by the Constitution and statutes of the State; and that the full faith and credit of the City are hereby irrevocably pledged to the punctual payment of the Bond Requirements according to the terms of this Bond.

The payment of the Bonds, as to all Bond Requirements, is additionally secured by an irrevocable pledge of revenues derived by the City from the Pledged Revenues (as defined in the Ordinance).

Payment of the Bond Requirements due in connection with the Bonds may be made from and as security for such payment there is irrevocably and exclusively pledged, pursuant to the Ordinance, a special account thereby created and identified as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds, Series 2013, Pledged Revenues, Interest and Principal Retirement Fund," into which account the City covenants to pay from the revenues derived from the Pledged Revenues sums sufficient to pay when due the Bond Requirements of the Bonds, except to the extent other moneys are available therefor.

The Bonds are equitably and ratably secured by a lien on the Pledged Revenues and the Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Pledged Revenues, on a parity with the lien on the Pledged Revenues of the Parity Securities and subject to and after any superior liens upon such Pledged Revenues of any Superior Bonds or Superior Securities. Bonds and other securities, in addition to the Bonds, subject to expressed conditions, may be issued and made payable from the Pledged Revenues having a lien thereon subordinate and junior to the lien or, subject to additional expressed conditions, having a lien thereon superior to or on a parity with the lien, of the Bonds, in accordance with the provisions of the Ordinance.

The City covenants and agrees with the owner of this Bond and with each and every person who may become the owner hereof that it will keep and will perform all of the covenants of the Ordinance.

Reference is made to the Ordinance, NRS Chapter 360, as amended from time to time, to the City Charter, as amended from time to time, to an act cited as NRS 350.500 through 350.720, and all laws amendatory thereof, designated in Section 350.500 thereof as the Local Government Securities Law, to Chapter 348 of NRS (the "Supplemental Bond Act"), and to all laws supplemental thereto, for an additional description of the nature and extent of the security for the Bonds, the General Taxes, accounts, funds and revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the owners of the Bonds with respect thereto, the terms and conditions upon which the Bonds are issued, and a statement of rights and remedies of the owners of the Bonds.

The Bonds are issued pursuant to the Project Act, the Local Government Securities Law, and the Supplemental Bond Act, and pursuant to NRS Section 350.628, Local Government Securities Law, this recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance; and pursuant to NRS Section 350.710, Local Government Securities Law, the Bonds, their transfer, and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof except for the tax on estates imposed pursuant to chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to chapter 375B of NRS.

To the extent and in the respects permitted by the Ordinance, the provisions of the Ordinance or any instrument amendatory thereof or supplemental thereto may be modified or amended by action of the City taken in the manner and subject to the conditions and exceptions prescribed in the Ordinance. The pledge of revenues and other obligations of the City under the Ordinance may be discharged at or prior to the maturity of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Ordinance.

It is further certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the City in the issuance of this Bond; that it is issued pursuant to and in strict conformity with the Constitution and laws of the State, particularly under the terms and provisions of the Project Act, the Local Government Securities Law, the Supplemental Bond Act, and all laws supplemental thereto, and with the Ordinance; and that this Bond does not contravene any constitutional or statutory limitation.

No recourse shall be had for the payment of the Bond Requirements of this Bond or for any claim based thereon or otherwise upon the Ordinance or other instrument relating thereto, against any individual member of the City Council of the City, any individual member of the City, or any officer or other agent of the City, past, present or future, either directly or indirectly through such board or the City, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

This Bond shall not be valid or obligatory for any purpose until a manual signature of a duly authorized officer of the Registrar has been affixed on the certificate of authentication hereon.

Except as provided in Section 3.01 of the Ordinance, this global bond may be transferred, in whole but not in part, only to another nominee of the Securities Depository (as defined in the Ordinance) or to a successor Securities Depository or to a nominee of a successor Securities Depository.

Additional provisions of this Bond are set forth in the following pages of this Bond.

IN WITNESS WHEREOF, the City has caused this Bond to be signed and executed in its name and upon its behalf with the manual or facsimile signature of the Mayor, to be countersigned and executed with the manual or facsimile signature of the City Treasurer and has caused a manual impression or a facsimile of the seal of the City to be affixed hereon; and has caused this Bond to be signed, executed and attested with the manual or facsimile signature of the City Clerk, all as of the date written above.

CITY OF LAS VEGAS, NEVADA

(Manual or Facsimile Signature)
Mayor
Las Vegas, Nevada

Countersigned:

(Manual or Facsimile Seal)

(Manual or Facsimile Signature)
City Treasurer

Attest:

(Manual or Facsimile Signature)
City Clerk

(End of Form of Bond) (Form of Certificate of Authentication for Bonds)

Date of authentication
and registration: _____

This is one of the Bonds described in the within-mentioned Ordinance, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

THE BANK OF NEW YORK TRUST
COMPANY, N.A., as Paying Agent

By: (Manual Signature)
Authorized Officer

(End of Form of Certificate of Authentication for Bonds)

1. Interest Rate. Prior to the Fixed Rate Date, interest with respect to this Series 2013 Bond shall be payable at the Adjustable Interest Rate in effect from time to time. From and after the Fixed Rate Date, interest with respect to this Series 2013 Bond shall be payable at the Fixed Interest Rate. For Series 2013 Bonds bearing interest at the Daily Rate, Weekly Rate or Bond Interest Term Rate, interest shall be computed on the basis of actual days elapsed and of a year consisting of 365 or 366 days, as applicable. During a Long Mode and from and after the Fixed Rate Date, interest shall be computed on the basis of a year consisting of 360 days, consisting of 12 months of 30 days each.

Interest on the Series 2013 Bonds may accrue at the Daily Mode, the Weekly Mode, the Short-Term Mode or the Long Mode, all as provided in the Ordinance.

Interest shall be due and payable on the first Business Day of each month during such time as this Series 2013 Bond bears interest at the Daily Rate or the Weekly Rate. During such time as this Series 2013 Bond bears interest at a Bond Interest Term Rate, interest will be due and payable on the day next succeeding the last day of each Bond Interest Term. During such time as this Series 2013 Bond bears interest at a Long Rate or a Fixed Interest Rate, interest will be due and payable on each June 1 and December 1 until maturity or earlier redemption and will be paid to the party who is the owner hereof on the Record Date for such payment. The Record Date (a) with respect to any Series 2013 Bonds bearing interest at a Daily Rate, Weekly Rate or any Bond Interest Term Rate, is the Business Day immediately preceding such Interest Payment Date, and (b) with respect to any Series 2013 Bonds bearing interest at a Long Rate or Fixed Interest Rate, the 15th day immediately preceding such Interest Payment Date.

2. Method of Payment. Holders must surrender Series 2013 Bonds to the Paying Agent to collect principal except that with respect to Bonds which are Book-Entry Bonds (as defined in the Ordinance), the City may make other agreements for payment of principal. Interest will be paid to the party who is, as of the Record Date, the registered holder. If this Bond is not a Book-Entry Bond, as defined in the Ordinance, interest hereon will be paid by check mailed to the holder's registered address, and, if this Bond is a Book-Entry Bond, interest will be paid as provided in Section 3.05 of the Ordinance. Principal, interest and premium, if any, will be paid in money of the United States that at the time of payment is legal tender for payment of public and private debts. If any payment on the Series 2013 Bonds is due on a non-Business Day, it will be made on the next Business Day, and no additional interest will accrue as a result.

3. Redemptions; Tender for Purchase. This Series 2013 Bond is subject to optional redemption and mandatory sinking fund redemption as more specifically provided in the Ordinance. During the Daily Mode and the Weekly Mode and upon delivery of a written notice by the Owner as provided in the Ordinance this Series 2013 Bond shall be purchased (in whole) from its holder at the option of the holder on any Business Day at a purchase price equal to the principal amount thereof plus accrued interest, if any, from and including the day immediately preceding the date of purchase, all as provided in the Ordinance. This Series 2013 Bond is also subject to mandatory purchase under certain circumstances as provided in the Ordinance.

At least 30 days before each date of redemption, the City will give notice to each owner of a Series 2013 Bonds to be redeemed at the owner's registered address. Failure to give any

required notice of redemption will not affect the validity of the call for redemption of any Series 2013 Bonds in respect of which no failure occurs. Any notice sent as provided in the Ordinance will be conclusively presumed to have been given whether or not actually received by the addressee.

If notice of redemption has been duly given pursuant to the Ordinance and funds for the payment of the Redemption Price of the Series 2013 Bonds to be redeemed are held by the Paying Agent on the designated Redemption Date designated in such notice, the Redemption Price of the Series 2013 Bonds so called for redemption shall become payable as specified in such notice; and from and after the date so designated interest due with respect to the Series 2013 Bonds or portions thereof so called for redemption shall cease to accrue, such Series 2013 Bonds shall cease to be entitled to any benefit, protection or security under the Ordinance and the Owners of such Series 2013 Bonds shall have not rights in respect thereof except to receive payment of the Redemption Price.

4. Denominations; Transfer; Exchange. The Series 2013 Bonds subject to the Long Rate and the Fixed Interest Rate are available in denominations of $5,000 and integral multiples of $5,000. The Series 2013 Bonds subject to the Daily Rate, the Weekly Rate or the Bond Interest Term Rate are available in denominations of $100,000 and any integral multiple of $5,000 in excess thereof. A holder may transfer or exchange Series 2013 Bonds in accordance with the Ordinance. The City may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any required taxes and fees associated therewith. The City need not transfer or exchange any Series 2013 Bonds for the period beginning 15 days before mailing a notice of redemption of any Bond of such series and ending on the date the notice of redemption is mailed nor transfer or exchange any Series 2013 Bonds which has been selected for redemption.

5. Persons Deemed Owners. The registered owner of this Bond shall be treated as the owner of it for all purposes.

6. Discharge Before Redemption or Maturity. If the City at any time irrevocably sets aside money or Federal Securities as described in the Ordinance sufficient, together with the earnings thereon, to pay at redemption or maturity, the principal of, premium, if any, and interest on the outstanding Bonds, and if the City also pays all other sums then payable by the City under the Ordinance, the Ordinance will be discharged. After discharge Holders must look only to the money and securities set aside for payment. If the City at any time irrevocably sets aside money or Federal Securities as described in the Ordinance sufficient to pay at redemption or maturity principal of, premium, if any, and interest on all or any portion of the outstanding Series 2013 Bonds, such Bonds, with respect to which the money or securities were set aside, shall no longer be deemed to be outstanding and shall no longer be secured by the Ordinance except to the extent of the moneys and securities set aside therefor.

7. Amendment; Supplement; Waiver. The Ordinance, the Ordinance and the Series 2013 Bonds may be amended or supplemented, and any past default or compliance with any provision may be waived, as provided in the Ordinance. Any consent given by the owner of this Bond to any such action shall be irrevocable and shall bind any subsequent owner of this Bond or any Bond delivered in substitution for this Bond.

8. Defaults and Remedies. The Principal of this Bond is not subject to acceleration.

9. Authentication. This Bond shall not be valid until the Paying Agent signs the certificate of authentication on the [other side] [first page] of this Bond.

10. Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and UIGIMIA (= Uniform Gifts to Minors Act).

[The form of assignment on the Series 2013 Bonds shall be substantially as follows:]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____

(Please print or type, write Name and Address, including Zip Code, and Federal Taxpayer Identification or Social Security Number of Assignee)

_____

this Bond and all rights hereunder, and hereby irrevocably constitutes and appoints

_____

Agent to transfer this Bond on the books of the City, with full power of substitution in the premises.

Dated:_____

Signed by:

_____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed by:

_____

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

EXHIBIT I-2

FORM OF SERIES 2013 BOND
DURING INDEX INTEREST RATE PERIOD

R-__ $_____

CITY OF LAS VEGAS, NEVADA
GENERAL OBLIGATION (LIMITED TAX)
ADJUSTABLE RATE VARIOUS PURPOSE REFUNDING BONDS
(ADDITIONALLY SECURED BY PLEDGED REVENUES)
SERIES 2013

Interest Rate Period Commencement Date	Interest Rate Period	Maturity Date	CUSIP Number
_____, 201[3]**6**	LIBOR Index Rate Period	_____, ____	_____

THIS BOND IS SUBJECT TO CERTAIN TRANSFER RESTRICTIONS, AS SET FORTH IN THE ORDINANCE (AS DEFINED BELOW), AND ANY TRANSFER OF THE REGISTERED OWNERSHIP OF THIS BOND MAY ONLY BE MADE SUBJECT TO SUCH TRANSFER RESTRICTIONS. ANY TRANSFEREE, BY THE ACCEPTANCE OF THIS BOND, REPRESENTS THAT IT ACKNOWLEDGES SUCH TRANSFER RESTRICTIONS AND ACCEPTS SUCH BOND SUBJECT TO SUCH TRANSFER RESTRICTIONS. ANY TRANSFER OF THIS BOND IN VIOLATION OF THE TRANSFER RESTRICTIONS SET FORTH IN THE ORDINANCE SHALL BE VOID AND OF NO EFFECT.

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The City of Las Vegas in the County of Clark and in the State of Nevada (the "City", the "County," and the "State", respectively), for value received hereby acknowledges itself to be indebted and promises to pay to the registered owner (the "Owner") identified above or registered assigns, on the maturity date set forth above, the principal amount set forth above, in lawful money of the United States of America, and to pay from time to time (but only out of the sources hereinafter provided) interest on the balance of said principal amount until payment of said principal amount has been made or duly provided for, at the rates and on the dates determined as described herein and in the Ordinance (as hereinafter defined), except as the provisions hereinafter set forth with respect to redemption or tender prior to maturity may become applicable hereto. The principal and purchase price of and premium, if any, on this Bond are payable in lawful money of the United States of America. All capitalized terms used and not otherwise defined herein shall have the meanings for such terms as are set forth in the Ordinance (defined below).

Reference is made to the Ordinance and to all ordinances supplemental thereto, with respect to the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged, rights, duties and obligations of the City, the Paying Agent, the Tender Agent and the Credit Provider, and, the rights of the owners of the Bonds, the events of defaults and remedies, the circumstances under which any Bond is no longer Outstanding, the issuance of additional bonds and the terms on which such additional bonds may be issued under and secured by the Ordinance, the ability to amend the Ordinance, and to all the provisions of which the owner hereof by the acceptance of this Bond assents.

This Bond is authorized, issued and secured under the terms of that Ordinance, dated as of [_____] ***July 24***, 2013***, as amended on June 15, 2016*** (***as amended,*** the "Ordinance").

Reference is hereby made to the Ordinance for a description of the terms of the Bonds and the rights thereunder of the Owners of the Bonds, of the nature and extent of the security, of the rights, duties and immunities of the Paying Agent and of the rights and obligations of the City thereunder, to all of the provisions of the Ordinance the Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds are issued by the City and upon the credit thereof, for the purpose of financing various capital improvement projects described in NRS chapter 268 and in the Ordinance, under the authority of and in full conformity with the Constitution and laws of the State and the City and pursuant to the Ordinance.

It is hereby certified, recited and warranted that the total indebtedness of the City, including that of this Bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State; that provision has been made for the levy and collection of annual general (ad valorem) taxes ("General Taxes") sufficient to pay the Bond Requirements of this Bond when the same become due (except to the extent other moneys are available therefor),

subject to the limitations imposed by the Constitution and statutes of the State; and that the full faith and credit of the City are hereby irrevocably pledged to the punctual payment of the Bond Requirements according to the terms of this Bond.

The payment of the Bonds, as to all Bond Requirements, is additionally secured by an irrevocable pledge of revenues derived by the City from the Pledged Revenues (as defined in the Ordinance).

Payment of the Bond Requirements due in connection with the Bonds may be made from and as security for such payment there is irrevocably and exclusively pledged, pursuant to the Ordinance, a special account thereby created and identified as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Refunding Bonds, Series 2013, Pledged Revenues, Interest and Principal Retirement Fund," into which account the City covenants to pay from the revenues derived from the Pledged Revenues sums sufficient to pay when due the Bond Requirements of the Bonds, except to the extent other moneys are available therefor.

The Bonds are equitably and ratably secured by a lien on the Pledged Revenues and the Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Pledged Revenues, on a parity with the lien on the Pledged Revenues of the Parity Securities and subject to and after any superior liens upon such Pledged Revenues of any Superior Bonds or Superior Securities. Bonds and other securities, in addition to the Bonds, subject to expressed conditions, may be issued and made payable from the Pledged Revenues having a lien thereon subordinate and junior to the lien or, subject to additional expressed conditions, having a lien thereon superior to or on a parity with the lien, of the Bonds, in accordance with the provisions of the Ordinance.

The City covenants and agrees with the owner of this Bond and with each and every person who may become the owner hereof that it will keep and will perform all of the covenants of the Ordinance.

Reference is made to the Ordinance, NRS Chapter 360, as amended from time to time, to the City Charter, as amended from time to time, to an act cited as NRS 350.500 through 350.720, and all laws amendatory thereof, designated in Section 350.500 thereof as the Local Government Securities Law, to Chapter 348 of NRS (the "Supplemental Bond Act"), and to all laws supplemental thereto, for an additional description of the nature and extent of the security for the Bonds, the General Taxes, accounts, funds and revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the owners of the Bonds with respect thereto, the terms and conditions upon which the Bonds are issued, and a statement of rights and remedies of the owners of the Bonds.

The Bonds are issued pursuant to the Project Act, the Local Government Securities Law, and the Supplemental Bond Act, and pursuant to NRS Section 350.628, Local Government Securities Law, this recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance; and pursuant to NRS Section 350.710, Local Government Securities Law, the Bonds, their transfer, and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof except for the tax on

estates imposed pursuant to chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to chapter 375B of NRS.

To the extent and in the respects permitted by the Ordinance, the provisions of the Ordinance or any instrument amendatory thereof or supplemental thereto may be modified or amended by action of the City taken in the manner and subject to the conditions and exceptions prescribed in the Ordinance. The pledge of revenues and other obligations of the City under the Ordinance may be discharged at or prior to the maturity of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Ordinance.

It is further certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the City in the issuance of this Bond; that it is issued pursuant to and in strict conformity with the Constitution and laws of the State, particularly under the terms and provisions of the Project Act, the Local Government Securities Law, the Supplemental Bond Act, and all laws supplemental thereto, and with the Ordinance; and that this Bond does not contravene any constitutional or statutory limitation.

No recourse shall be had for the payment of the Bond Requirements of this Bond or for any claim based thereon or otherwise upon the Ordinance or other instrument relating thereto, against any individual member of the City Council of the City, any individual member of the City, or any officer or other agent of the City, past, present or future, either directly or indirectly through such board or the City, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

This Bond shall not be valid or obligatory for any purpose until a manual signature of a duly authorized officer of the Registrar has been affixed on the certificate of authentication hereon.

Except as provided in Section 3.01 of the Ordinance, this global bond may be transferred, in whole but not in part, only to another nominee of the Securities Depository (as defined in the Ordinance) or to a successor Securities Depository or to a nominee of a successor Securities Depository.

Additional provisions of this Bond are set forth in the following pages of this Bond.

IN WITNESS WHEREOF, the City has caused this Bond to be signed and executed in its name and upon its behalf with the manual or facsimile signature of the Mayor, to be countersigned and executed with the manual or facsimile signature of the City Treasurer and has caused a manual impression or a facsimile of the seal of the City to be affixed hereon; and has caused this Bond to be signed, executed and attested with the manual or facsimile signature of the City Clerk, all as of the date written above.

CITY OF LAS VEGAS, NEVADA

(Manual or Facsimile Signature)
Mayor
Las Vegas, Nevada

Countersigned:

(Manual or Facsimile Seal)

(Manual or Facsimile Signature)
City Treasurer

Attest:

(Manual or Facsimile Signature)
City Clerk

(End of Form of Bond) (Form of Certificate of Authentication for Bonds)

Date of authentication
and registration: _____

This is one of the Bonds described in the within-mentioned Ordinance, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

THE BANK OF NEW YORK TRUST
COMPANY, N.A., as Paying Agent

By: (Manual Signature)
Authorized Officer

(End of Form of Certificate of Authentication for Bonds)

Interest payments on this Bond shall be made by the Paying Agent to the person appearing on the Bond Register as the registered owner hereof as of the close of business on the Record Date (as hereinafter defined), such interest to be paid by the Paying Agent to such registered Holder (i) in the event this Bond is a Book-Entry Bond, in immediately available funds on the Interest Payment Date (as hereinafter defined) in accordance with the Representation Letter, and (iii) in the event this Bond is not a Book-Entry Bond, (A) in immediately available funds (by wire transfer or by deposit to the account within the United States of America of the Holder of this Bond if such Holder owns an aggregate principal amount of Outstanding Bonds in excess of $1,000,000), according to the instructions given by such Holder to the Paying Agent or (B) in all other cases, by check mailed by first class mail to the Holder at such Holder's address as it appears as of the Record Date on the Bond Register; except, in each case, that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Holder in whose name this Bond is registered as of a special record date to be fixed by the Paying Agent. The term "Record Date" means the Business Day immediately preceding any Interest Payment Date.

The City, the Paying Agent, and any agent of the City or the Paying Agent, may treat the Person in whose name this Bond is registered on the Bond Register as the Holder hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Bond is overdue, and neither the City, the Paying Agent nor any such agent shall be affected by notice to the contrary.

The Bonds are issuable as fully registered bonds without coupons in Authorized Denominations of $100,000 or any integral multiple of $5,000 in excess thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Ordinance, Bonds may be exchanged at the Principal Office of the Paying Agent for a like aggregate principal amount of Bonds of other Authorized Denominations.

This Bond is transferable by the Holder hereof, in person, or by its attorney duly authorized in writing, at the Principal Office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Bond or Bonds of like tenor in Authorized Denominations, for the same aggregate principal amount, will be issued to the transferee in exchange herefor.

Interest on Bonds

The initial Interest Rate Period for the Bonds shall be a LIBOR Index Rate Period during which the Bonds shall bear interest at LIBOR Index Rate (or a Taxable Rate, Default Rate, Purchaser Rate or Maximum Interest Rate, as applicable). The last day of the initial Interest Rate Period for the Bonds shall be the first to occur of (i) the Initial Special Purchase Date, (ii) the Conversion Date next succeeding the Closing Date (provided that the Purchaser shall have consented thereto in writing), (iii) the maturity date for the Bonds and (iv) any Special Purchase Date or mandatory redemption date; provided, however, in the event the Bonds are not purchased or remarketed on the Initial Special Purchase Date and the Amortization Requirements are satisfied, the Initial Period shall end on the first to occur of (w) the date such Bonds are

successfully remarketed, (x) the Amortization End Date, (y) the Conversion Date next succeeding the Initial Special Purchase Date and (z) the date of redemption or payment in full of the Series 2013 Bonds.

During the Amortization Period, the Bonds shall bear interest at the Purchaser Rate (subject to adjustment to the Taxable Rate, Default Rate or Maximum Interest Rate, as applicable). From and after any Taxable Date, the interest rate on Bonds in an Index Interest Rate Period (including with respect to any Unremarketed Bonds) shall be established at a rate at all times equal to the Taxable Rate (subject to adjustment to the Default Rate or Maximum Interest Rate, as applicable).

Notwithstanding the preceding paragraph, from and after the occurrence of any Event of Default, the interest rate for the Bonds in an Index Interest Rate Period and with respect to any Unremarketed Bonds shall be established at a rate at all times equal to the greater of (i) the Default Rate and (ii) the interest rate that otherwise would be applicable to the Bonds but for the provisions described in this paragraph, payable on demand to the Purchaser.

Notwithstanding anything in the Ordinance to the contrary, if during an Index Rate Period and during any period when Unremarketed Bonds are Outstanding, the rate of interest on the Bonds exceeds the Maximum Interest Rate for such Bonds, then (i) such Bonds shall bear interest at the Maximum Interest Rate and (ii) interest on such Bonds shall be calculated at the rate equal to the difference between (A) the rate of interest for such Bonds as calculated pursuant to the Ordinance and (B) the Maximum Interest Rate (the "Excess Interest") shall be deferred until such date as the rate of interest borne by such Bonds is below the Maximum Interest Rate, at which time that portion of the deferred Excess Interest shall be payable with respect to such Bonds as will cause the rate of interest then paid thereon to equal the Maximum Interest Rate, which payments of deferred Excess Interest shall continue until all deferred Excess Interest with respect to the Bonds is fully paid.

The Interest Rate Period for the Bonds may be subsequently changed from time to time by the City, without the consent of the Holders of the Bonds, as provided in the Ordinance. The Paying Agent shall give notice to Holders of the Bonds, as provided in the Ordinance, prior to any change in the Interest Rate Period.

Each Bond shall bear interest from the Interest Payment Date to which interest has been paid as of the date on which it is authenticated or, if it is authenticated on or before the Record Date for the first Interest Payment Date, from the Date of Delivery; provided, however, that if, at the time of authentication of any Bond, interest is in default on Outstanding Bonds, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the Outstanding Bonds. Notwithstanding the foregoing, if any Bond is authenticated as of a day during the period from the day after the Record Date immediately preceding an Interest Payment Date to such Interest Payment Date, inclusive, such Bond shall bear interest from such Interest Payment Date; provided, however, that if the City shall default in the payment of interest due on such Interest Payment Date, then such Bond shall bear interest, as provided in the preceding sentence.

Interest on the Bonds will be paid on each Interest Payment Date. In any event, interest on the Bonds shall be payable for the final Interest Rate Period to the date on which any Bonds shall have been paid in full. Interest on the Bonds bearing interest at LIBOR Index Rates (or a Taxable Rate, Default Rate, Purchaser Rate or Maximum Rate, as applicable) shall be computed upon the basis of a 360-day year, for the number of days actually elapsed. Interest on the Bonds shall bear interest from and including the Date of Delivery until payment of the principal or redemption price thereof has been made or provided for on the due date thereof, whether at maturity, upon redemption or otherwise.

The Ordinance defines Interest Payment Date to mean the first Business Day of each calendar month, provided, that if any such date is not a Business Day, interest shall be paid on the next succeeding Business Day with the same effect as if paid on such date.

Tender and Purchase of Bonds

Mandatory Tender for Purchase. This Bond shall be subject to mandatory tender for purchase at a purchase price equal to 100% of the principal amount hereof, plus accrued interest, if any, to the Purchase Date on the effective date of any other new Interest Rate Period for this Bond.

This Bond shall be subject to mandatory tender for purchase on each Special Purchase Date.

Notwithstanding anything to the contrary in the Ordinance, in the event the Bonds are not purchased or remarketed on a Special Purchase Date but all conditions precedent to the Amortization Period set forth in the Continuing Covenant Agreement are satisfied ("Amortization Requirements"), then the Bonds shall be payable on the following terms: (i) the Bonds shall bear interest at the Purchaser Rate (subject to Sections 2.02(a)(i)(E)(4), 2.02(a)(i)(E)(5) and 2.02(a)(i)(E)(6) of the Ordinance), (ii) interest shall be payable on each Amortization Interest Payment Date, and (iii) the Principal Amount shall be payable at the times and in the amounts set forth in the Continuing Covenant Agreement for such Amortization Period.

So long as this Bond is held in book-entry form, delivery of this Bond to the Paying Agent in connection with any mandatory tender for purchase pursuant to the Ordinance shall be effected by the making of, or the irrevocable authorization to make, appropriate entries on the books of DTC or any DTC Participant to reflect the transfer of the beneficial ownership interest in such Bond to the account of the Paying Agent, or to the account of a participant acting on behalf of the Paying Agent. If this Bond is not held in book-entry form, delivery of this Bond to the Paying Agent in connection with any mandatory tender pursuant to the Ordinance shall be effected by physical delivery of such Bond to the Principal Office of the Paying Agent, by 1:00 p.m. (New York City time) on the Purchase Date, accompanied by an instrument of transfer thereof, in a form satisfactory to the Paying Agent, executed in blank by the Holder thereof with the signature of such Holder guaranteed in accordance with the guidelines set forth by one of the nationally recognized medallion signature programs.

So long as this Bond is held in book-entry form, payment of the Purchase Price of this Bond in connection with any mandatory tender shall be effected in accordance with the Representation Letter.

If moneys sufficient to pay the Purchase Price of Bonds to be purchased pursuant to the Ordinance shall be held by the Paying Agent on the Purchase Date, any such Bonds to be so purchased which are not delivered by the Holders thereof to the Paying Agent or transferred to the Paying Agent on the registration books of DTC, as applicable, on the Purchase Date will be deemed to have been delivered for purchase, or transferred on the registration books of DTC, as applicable, on such date and to have been purchased. The former Holders of such Bonds, or Beneficial Holders with respect to Book-Entry Bonds, will thereafter have no rights with respect to such Bonds except to receive payment of the Purchase Price therefor upon surrender of such Bonds to the Paying Agent or the transfer, on the registration books of DTC, of the beneficial interest in such Book-Entry Bonds.

BY ACCEPTANCE OF THIS BOND, THE HOLDER HEREBY AGREES THAT IF THIS BOND IS TO BE PURCHASED AND IF MONEYS SUFFICIENT TO PAY THE PURCHASE PRICE SHALL BE HELD BY THE PAYING AGENT ON THE PURCHASE DATE, THIS BOND SHALL BE DEEMED TO HAVE BEEN PURCHASED AND SHALL BE PURCHASED ACCORDING TO THE TERMS OF THE TRUST AGREEMENT FOR ALL PURPOSES OF THE TRUST AGREEMENT, WHETHER OR NOT THIS BOND SHALL HAVE BEEN DELIVERED TO THE PAYING AGENT, AND THE HOLDER OF THIS BOND SHALL HAVE NO CLAIM HEREON, UNDER THE ORDINANCE OR OTHERWISE, FOR ANY AMOUNT OTHER THAN THE PURCHASE PRICE HEREOF.

Redemption of Bonds

Optional Redemption. The Bonds shall be subject to optional redemption by the Chief Financial Officer of the City, in whole or in part, in Authorized Denominations, on any LIBOR Index Reset Date or SIFMA Index Reset Date at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest, if any, to the redemption date, without premium, subject to the limitations set forth in the Continuing Covenant Agreement.

Mandatory Sinking Account Redemption of Bonds. The Bonds are subject to mandatory sinking account redemption at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium, on the following dates and in the following amounts:

Redemption Date (____ 1)	***Principal Amount***

(1) Maturity.

In the event that any Bonds are purchased by the Paying Agent and cancelled by the Paying Agent, or optionally redeemed pursuant to the Ordinance, the total amount of all future mandatory redemption sinking account payments set forth in the preceding schedule shall be reduced as and to the extent set forth in the Ordinance.

Other Provisions

The rights and obligations of the City and of the holders and registered Holders of the Bonds may be modified or amended at any time in the manner, to the extent, and upon the terms provided in the Ordinance, which provide, in certain circumstances, for modifications and amendments pursuant to Section 12.04 of the Ordinance without the consent of or notice to the registered Holders of the Bonds.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Bond, and in the issuing of this Bond, do exist, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of Nevada, and that this Bond, is within every debt and other limit prescribed by the Constitution and the statutes of the State of Nevada, and is not in excess of the amount of Bonds permitted to be issued under the Ordinance, the Charter or the Local Government Securities Law.

This Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

[FORM OF ASSIGNMENT]

For value received _____ hereby sells, assigns and transfers unto _____ (Tax I.D. No.: _____) the within Bond and hereby irrevocably constitute and appoints _____ attorney, to transfer the same on the books of the City at the office of the Paying Agent, with full power of substitution in the premises.

_____

NOTE: The signature to this Assignment must correspond with the name on the face of the within Registered Bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: _____

Signature Guaranteed by:

_____

NOTE: Signature must be guaranteed by an eligible guarantor institution.

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2016-41 - Annexation No. ANX-64020 - Property location: on the north side of West El Campo Grande Avenue, west of North Alpine Ridge Way; Petitioned by: Elaine Kahn Shapiro; Acreage: 5.18 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located on the north side of West El Campo Grande Avenue, west of North Alpine Ridge Way. 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 (July 28, 2016) is set by this ordinance.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2016-41 and location map

BILL NO. 2016-41

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-64020)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described as generally located on the north side of West El Campo Grande Avenue, west of North Alpine Ridge Way.

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

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

> The East Half (E 1/2) of the Southeast Quarter (SE 1/4) Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 25, Township 19 South, Range 59 East, M.D.M. in Clark County, State of Nevada.

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

A. The area to be annexed was contiguous to the City's boundaries at the time

the annexation proceedings were instituted;

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

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

D. The City is eligible to annex the described territory because the 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 28th day of July, 2016, 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 28th day of July, 2016, 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 28th day of July, 2016.

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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-17-16
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 _____, 2016, 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 _____, 2016, 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": _____

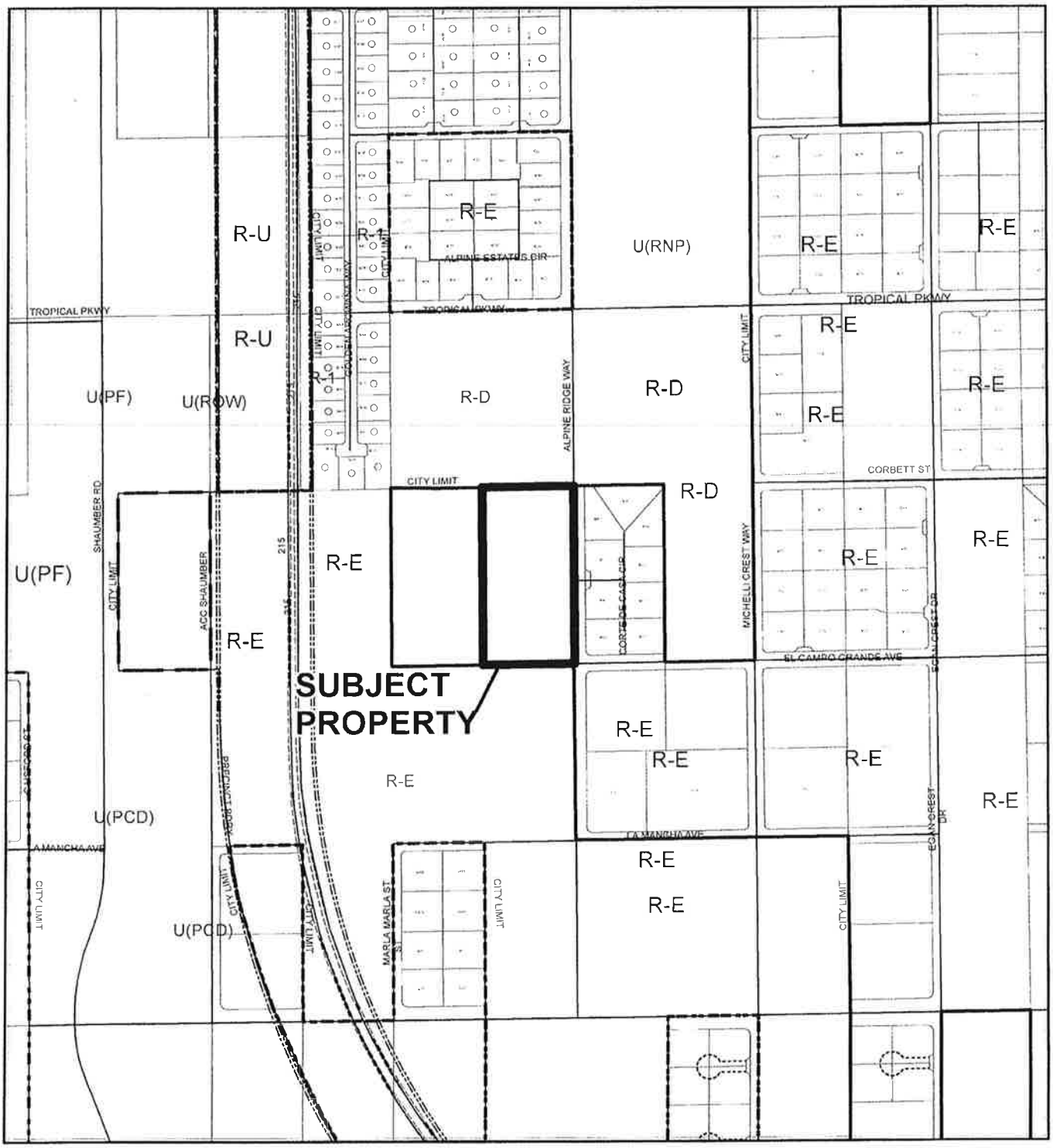
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-64020**

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2016-42 - Annexation No. ANX-64021 - Property location: on the north side of West El Campo Grande Avenue, 340 feet west of North Alpine Ridge Way; Petitioned by: Estelle Kahn; Acreage: 5.18 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located on the north side of West El Campo Grande Avenue, 340 feet west of North Alpine Ridge Way. 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 (July 28, 2016) is set by this ordinance.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2016-42 and location map

BILL NO. 2016-42

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-64021)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described as generally located on the north side of West El Campo Grande Avenue, 340 feet west of North Alpine Ridge Way.

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

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

> The West Half (W 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 25, Township 19 South, Range 59 East, MDM, Clark County, Nevada.

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

A. The area to be annexed was contiguous to the City's boundaries at the time

the annexation proceedings were instituted;

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

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

D. The City is eligible to annex the described territory because the 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 28th day of July, 2016, 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 28th day of July, 2016, 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 28th day of July, 2016.

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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-17-16
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 _____, 2016, 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 _____, 2016, 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": _____

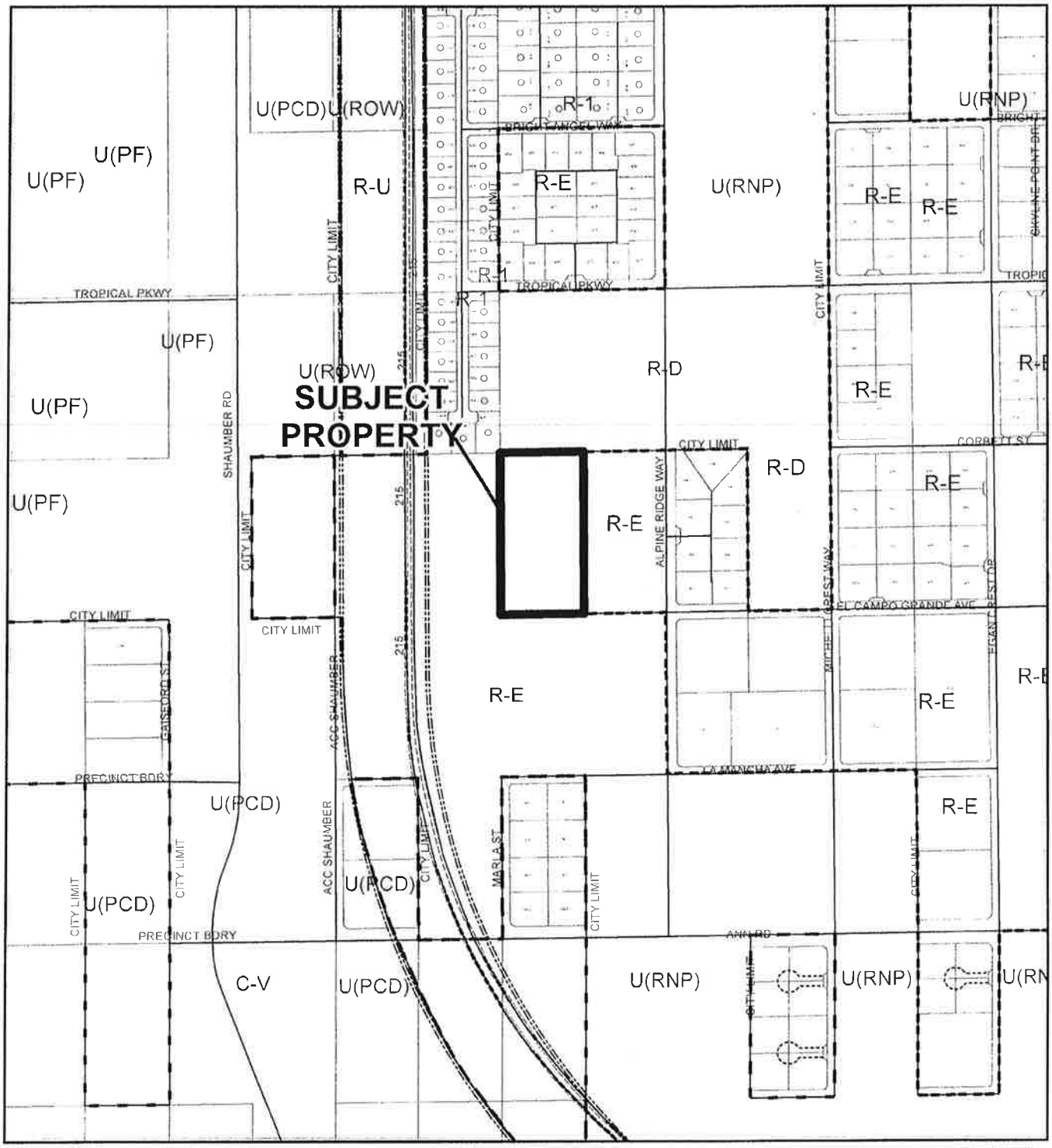
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-64021**

0 450 900 Feet

N

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2016-43 - Annexation No. ANX-64360 - Property location: at the southwest corner of Craig Road and Riley Street; Petitioned by: Clark County Investors, LLC; Acreage: 2.58 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Stavros S. Anthony

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located at the southwest corner of Craig Road and Riley Street. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (July 28, 2016) is set by this ordinance.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2016-43 and location map

BILL NO. 2016-43

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-64360)

Sponsored by: Councilman Stavros S. Anthony

Summary: Annexes property described as generally located at the southwest corner of Craig Road and Riley Street.

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

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

> The Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 5, Township 20 South, Range 60 East M.D.M, Clark County, Nevada.

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

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

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

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

D. The City is eligible to annex the described territory because the 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 28th day of July, 2016, 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 28th day of July, 2016, 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 28th day of July, 2016.

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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-17-16
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 _____, 2016, 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 _____, 2016, 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": _____

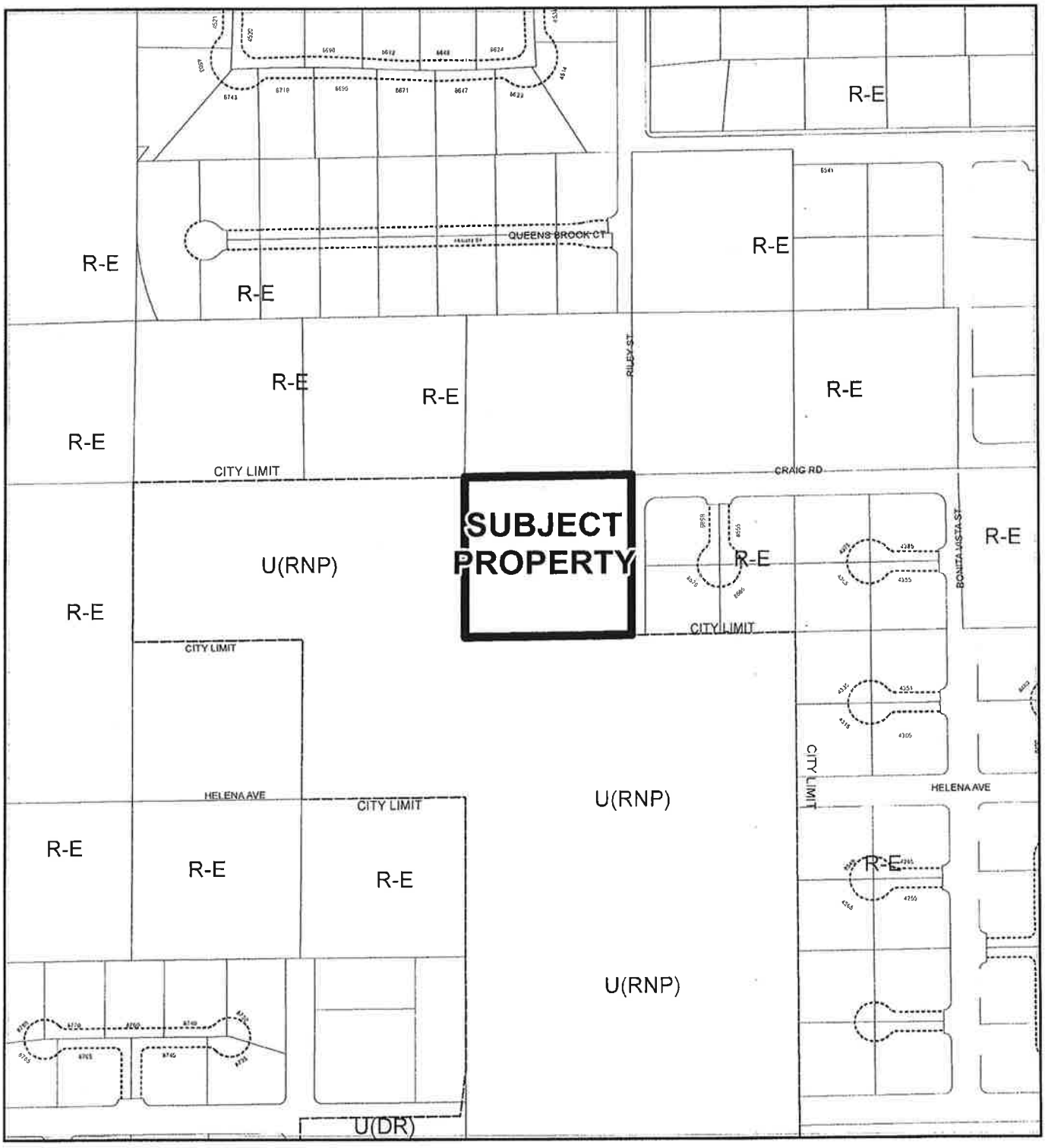
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-64360**

0 300 600 Feet

N

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2016-44 - Annexation No. ANX-64386 - Property location: at the northwest corner of Centennial Parkway and Alpine Ridge Way; Petitioned by: Roaring Folk Management, LLC; Acreage: 4.79 acres; Zoned: R-U (County zoning), U (City equivalent). Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located at the northwest corner of Centennial Parkway and Alpine Ridge Way. 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 (July 28, 2016) is set by this ordinance.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2016-44 and location map

BILL NO. 2016-44

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-64386)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described as generally located at the northwest corner of Centennial Parkway and Alpine Ridge Way.

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

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

> The East Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 24, Township 19 South, Range 59 East, MDM, Clark County, Nevada.
>
> EXCEPT THEREFROM that portion of said East Half (E 1/2) described by that GRANT, BARGAIN, SALE DEED, recorded September 22, 1999 in Book 990922 as Instrument Number 03015 of Clark County, Nevada Records.

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

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

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

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

D. The City is eligible to annex the described territory because the 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 28th day of July, 2016, 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 28th day of July, 2016, 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 28th day of July, 2016.

SECTION 7: The described territory, which previously has been zoned R-U (County of Clark classification), is hereby classified as U (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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-17-16
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 _____, 2016, 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 _____, 2016, 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": _____

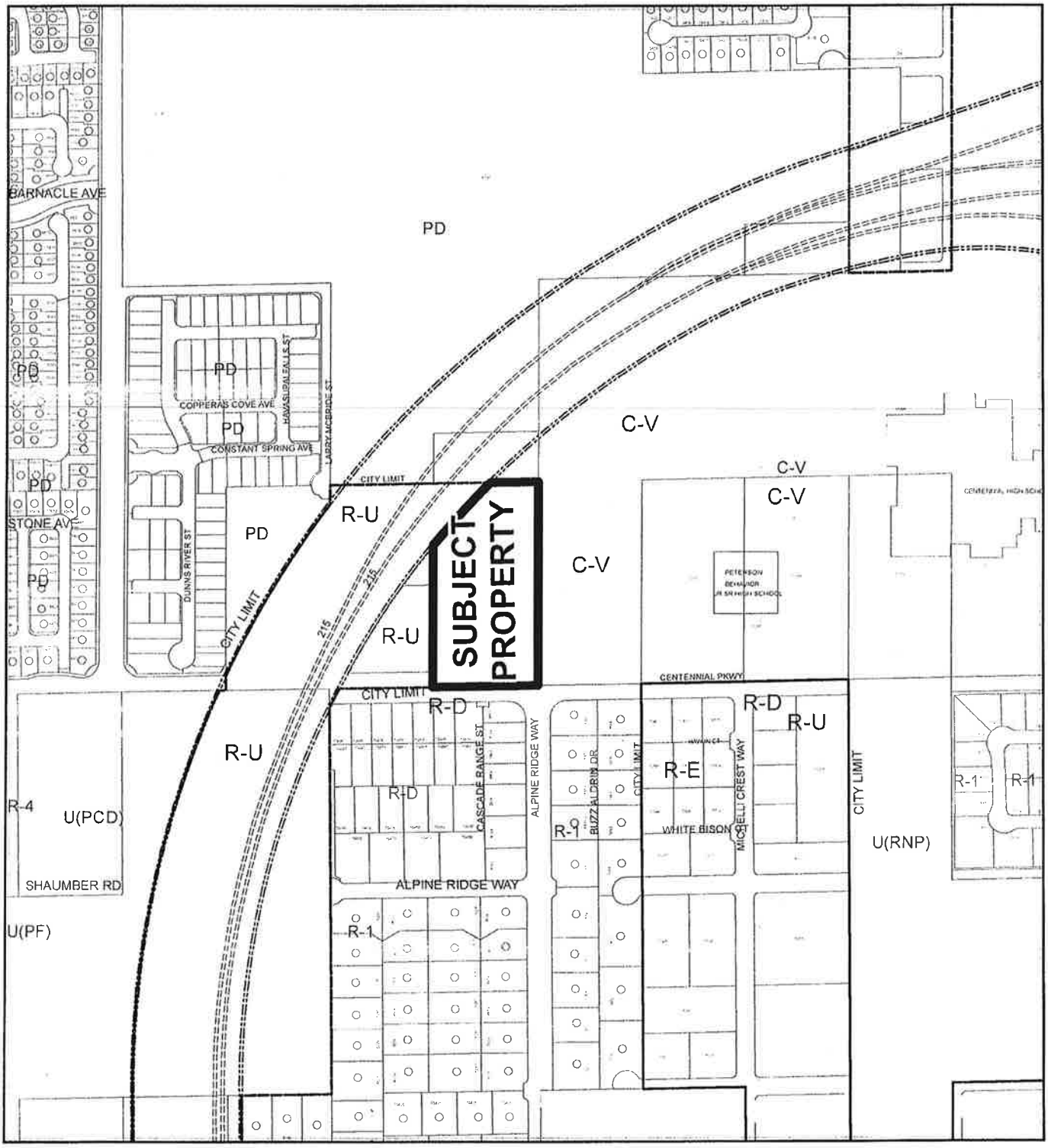
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-64386**

0 500 1,000 Feet

N

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
NEW BILLS:

Bill No. 2016-46 - Annexation No. ANX-58976 - Property location: the southwest corner of Al Carrison Street and West Lone Mountain Road; Petitioned by: PN II Inc., predecessor-in-interest to current owners; Acreage: 5.36 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Stavros S. Anthony

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located at the southwest corner of Al Carrison Street and West Lone Mountain Road. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (July 28, 2016) is set by this ordinance.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2016-46 and location map

BILL NO. 2016-46

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-58976)

Sponsored by: Councilman Stavros S. Anthony

Summary: Annexes property described as located generally on the southwest corner of Al Carrison Street and West Lone Mountain Road.

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

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

> That portion of the Northwest (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 4, Township 20 South, Range 60 East, M.D.M., of Clark County Nevada, being Lot 6 through Lot 15 of ROSEWOOD as shown on Book 146 of Plats, Page 70 of Clark County, Nevada records, together with the adjoining 50.00 foot half street right of way of Lone Mountain Road, and together with the adjoining 30.00 foot half street right of way of Al Carrison Street described as follows:
>
> COMMENCING at the southwest corner of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 4, said corner also being the centerline

intersection of Red Coach Avenue (half street 30.00 feet wide) and Durango Drive (half street 50.00 feet wide); thence along the south line of said Northwest Quarter (NW 1/4) of Northwest Quarter (NW 1/4) and the centerline of said Red Coach Avenue, South 88°15'42" East 1034.73 feet to a point; thence departing said south line and said centerline North 00°04'17" West 650.32 feet to the Point of Beginning at the southwest corner of Lot 15 of said ROSEWOOD; thence along the west boundary of said ROSEWOOD North 00°04'17" West 627.41 feet to the northwest corner of Lot 11 of said ROSEWOOD at the south right of way line of said Lone Mountain Road; thence continuing North 00°04'17" West 50.03 feet to the centerline of said Lone Mountain Road and the north line of said Northwest Quarter (NW 1/4); thence along said north line and the centerline of said Lone Mountain Road, South 88°15'26" East 346.78 feet to the centerline intersection with the centerline of said Al Carrison Street; thence along the centerline of said Al Carrison Street, South 00°00'32" West 673.93 feet; thence departing said centerline, North 88°15'42"West 30.03 feet to the west right of way line of said Al Carrison Street at the southeast corner of said Lot 6; thence along the south line of said Lot 6, North 88°15'42" West 157.74 feet to the southwest corner of said Lot 6 at the east line of said Lot 15; thence along said east line, South 00°04'17" East 3.45 feet to the southeast corner of said Lot 15; thence along the south line of said Lot 15, North 88°15'42" West 158.08 feet Point of Beginning.

BASIS OF BEARINGS: North 00°18'45" West, being the west line of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 4, Township 20 South, Range 60 East M.D.M., as shown on Book 146 of Plats, Page 70 of Clark County Nevada Records.

Prepared by:
Brian Yu, PLS
City of Las Vegas
Dept. of Operations and Maintenance
Right-of-Way,
333 N. Rancho Drive, 8th Floor
Las Vegas, NV 89106
byu@lasvegasnevada.gov

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

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

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

C. The territory proposed to be annexed is not included within the boundaries

of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory because the present or previous landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 28th day of July, 2016, 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 28th day of July, 2016, 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 28th day of July, 2016.

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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-16
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 _____, 2016, 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 _____, 2016, 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": _____

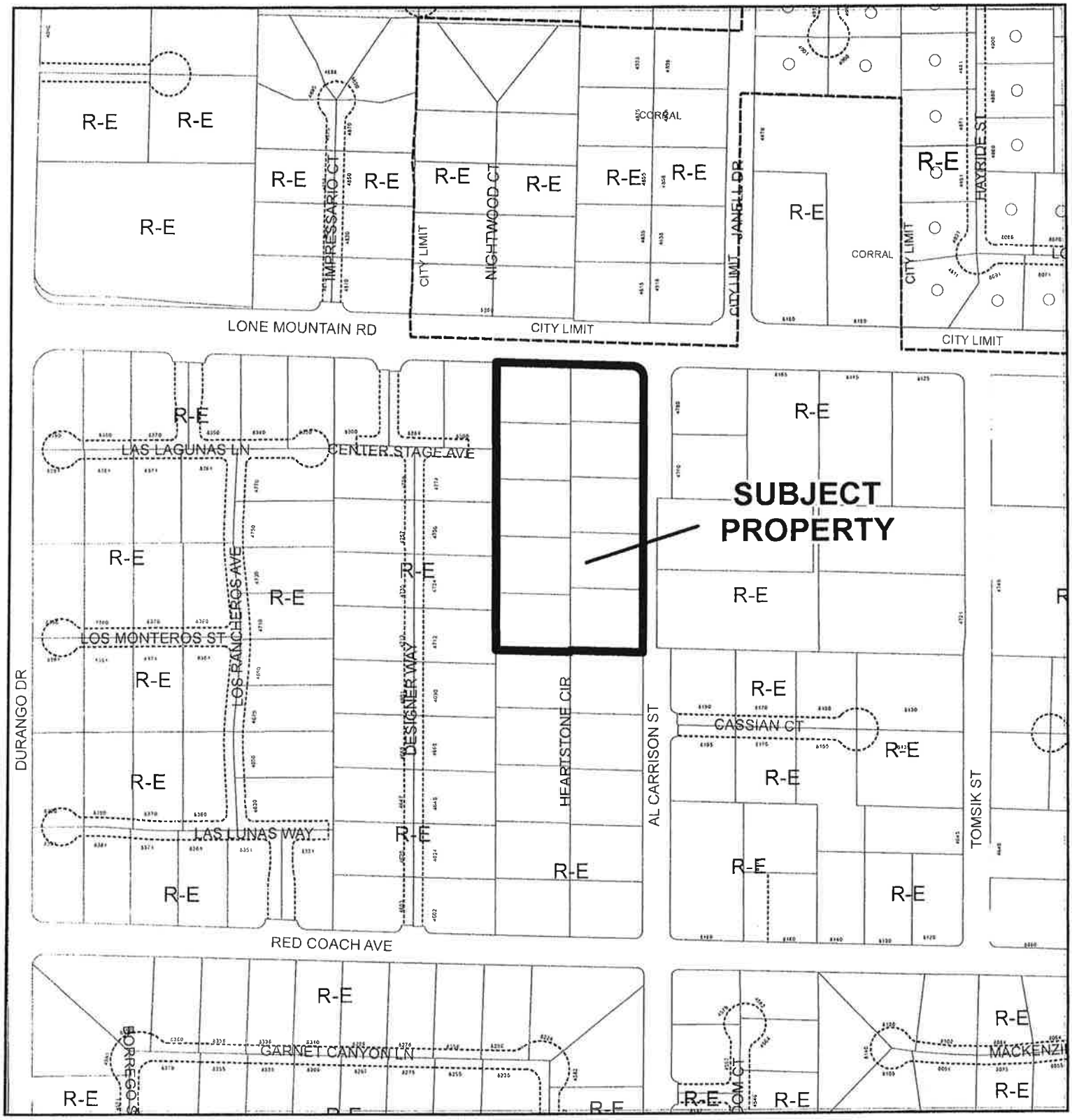
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-58976**

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
NEW BILLS:

Bill No. 2016-47 - Annexation No. ANX-64026 - Property location: on the northeast corner of El Parque Avenue and Mohawk Street; Petitioned by: Gloria Rickers and Doris Wilbur; Acreage: 2.44 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilwoman Lois Tarkanian

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located on the northeast corner of El Parque Avenue and Mohawk Street. The annexation is at the request of the property owners. The annexation process has now been completed in accordance with the NRS and the final date of annexation (July 28, 2016) is set by this ordinance.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2016-47 and location map

BILL NO. 2016-47

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-64026)

Sponsored by: Councilwoman Lois Tarkanian

Summary: Annexes property described as generally located on the northeast corner of El Parque Avenue and Mohawk Street.

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

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

> Government Lot 48 in the Southeast Quarter (SE 1/4) of Section 1, Township 21 South, Range 61 East, MDM, Clark County, Nevada, being that parcel of land conveyed to DORIS M. DEAN, DORIS J. WILBUR, and GLORIA A. RICKERS, as joint tenants, by that QUITCLAIM DEED, recorded September 11, 2000 in Book 20000911 as Instrument Number 01045 of Clark County, Nevada Records, together with the adjoining half street portions of MOHAWK STREET (30.00 foot half-street width) and EL PARQUE AVENUE (30.00 foot half-street width) conveyed to CLARK COUNTY by that GRANT, BARGAIN, SALE DEED, recorded April 25, 1978 in Book 877 as Instrument Number 836844 of Clark County, Nevada Records.

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

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

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

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

D. The City is eligible to annex the described territory because the 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 28th day of July, 2016, 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 28th day of July, 2016, 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 28th day of July, 2016.

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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-1-16
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 _____, 2016, 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 _____, 2016, 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": _____

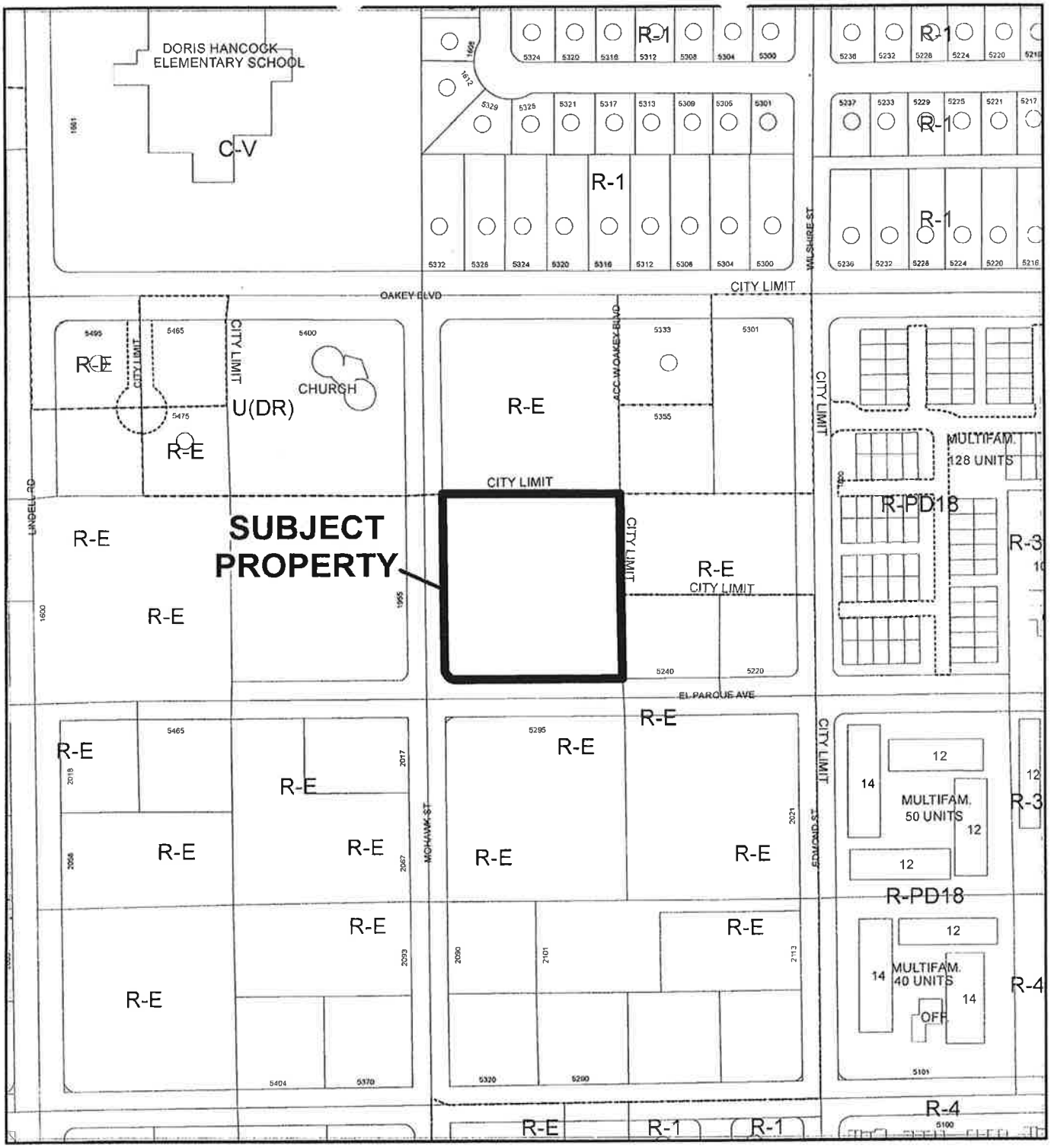
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-64026**

0 200 400 Feet

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City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
NEW BILLS:

Bill No. 2016-48 - Annexation No. ANX-64589 - Property location: the north side of West Lone Mountain Road, 450 feet east of Durango Drive; Petitioned by: Dominion Estates Limited Partnership, predecessors-in-interest to current owners; Acreage: 5.48 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Stavros S. Anthony

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property located on the north side of West Lone Mountain Road, 450 feet east of Durango Drive. The annexation is at the request of the current or previous property owner(s). The annexation process has now been completed in accordance with the NRS and the final date of annexation (July 28, 2016) is set by this ordinance.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2016-48 and location map

BILL NO. 2016-48

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-64589)

Sponsored by: Councilman Stavros S. Anthony

Summary: Annexes property described as located on the north side of West Lone Mountain Road, 450 feet east of Durango Drive.

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

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

> That portion of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 33, Township 19 South, Range 60 East, MDM, Clark County, Nevada, being Lot 1 through Lot 11, inclusive, of the plat of DOMINION ESTATES, on file in Book 83 of Plats, Page 29, of Clark County, Nevada Records, together with that portion of IMPRESSARIO COURT dedicated as public right of way by said DOMINION ESTATES plat, together with the adjoining half-street right of way of LONE MOUNTAIN ROAD (50.00 foot half-street width), described as follows:

COMMENCING at the southwest corner said Section 33; thence along the south line of said Section 33 and along the centerline of said LONE MOUNTAIN ROAD, South 88°05'00" East, 512.42 feet to the southerly projection of the west line of said DOMINION ESTATES, also being the POINT OF BEGINNING; thence along said southerly projection, North 01°17'45" East, 50.00 feet to the southwest corner of said DOMINION ESTATES; thence along the west, north, and east lines, respectively, of said DOMINION ESTATES the following three (3) courses:

1) North 01°17'45" East, 639.25 feet;
2) South 88°18'19" East, 346.06 feet:
3) South 01°17'45" West, 640.59 feet to the southeast corner of said DOMINION ESTATES; thence along the southerly projection of the east line of said DOMINION ESTATES, South 01°17'45" West, 50.00 feet to the south line of said Section 33 and to the centerline of said LONE MOUNTAIN ROAD; thence along said south line and along said centerline, North 88°05'00" West, 346.07 feet to the POINT OF BEGINNING.

The Basis of Bearings for this land description is South 88°05'00" East, being the south line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 33, Township 19 South, Range 60 East, MDM, Clark County, Nevada, as shown on the plat of DOMINION ESTATES, on file in Book 83 of Plats, Page 29, of Clark County, Nevada Records.

Written by:
Neil Wacaser
City of Las Vegas, Department of Operations & Maintenance
333 N. Rancho Drive
Las Vegas, NV, 89106
(702) 229-2475
nwacaser@lasvegasnevada.gov

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

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

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

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

D. The City is eligible to annex the described territory because the present or previous landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 28th day of July, 2016, 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 28th day of July, 2016, 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 28th day of July, 2016.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

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

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-1-16
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 _____, 2016, 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 _____, 2016, 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": _____

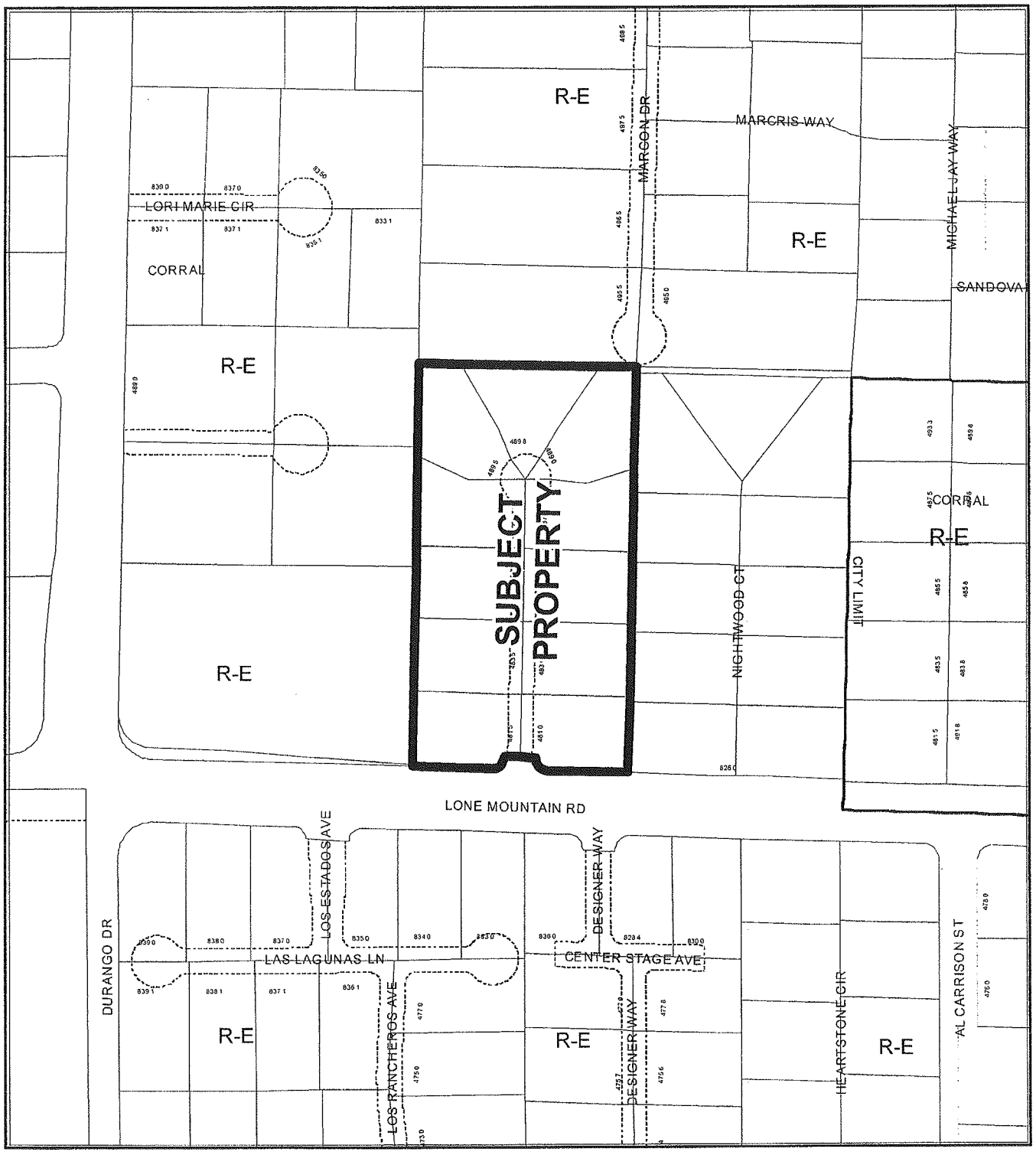
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-64589**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
NEW BILLS:

Bill No. 2016-49 - Amends the Unified Development Code regarding medical marijuana establishments to allow mandatory signage requirements and limitations to be waived in connection with special use permit approval. Sponsored by: Councilman Bob Coffin

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend the Unified Development Code regarding medical marijuana establishments to allow mandatory signage requirements and limitations to be waived in connection with special use permit approval. The bill follows up a licensing ordinance adopted in April that, among other things, relaxed certain advertising limitations. This bill is designed to allow the Council additional flexibility under Title 19 to take into account individual circumstances.

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. 2016-49

BILL NO. 2016-49

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE REGARDING MEDICAL MARIJUANA ESTABLISHMENTS TO ALLOW MANDATORY SIGNAGE REQUIREMENTS AND LIMITATIONS TO BE WAIVED IN CONNECTION WITH SPECIAL USE PERMIT APPROVAL, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Coffin

Summary: Amends the Unified Development Code regarding medical marijuana establishments to allow mandatory signage requirements and limitations to be waived in connection with special use permit approval.

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

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Sections 2 to 5, inclusive, of this Ordinance. The amendments are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 12, Section 70, is hereby amended by amending the entries for the uses "Medical Marijuana Cultivation Facility," "Medical Dispensary," and "Medical Marijuana Production Facility" to indicate that the signage limitations set forth in the Minimum Special Use Permit Requirements for each such use are waivable. In order to reflect those amendments, the relevant Minimum Special Use Permit Requirements are amended as set forth in Sections 3 to 5, inclusive, of this Ordinance, with brackets indicating deleted material.

SECTION 3: Minimum Special Use Permit Requirement 7 of the Minimum Special Use Permit Requirements applicable to the use "Medical Marijuana Cultivation Facility" is amended to read as follows:

[*] 7. Signage for the establishment shall be limited to one wall sign 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.

SECTION 4: Minimum Special Use Permit Requirement 8 of the Minimum Special Use Permit Requirements applicable to the use "Medical Marijuana Dispensary" is amended to read as follows:

[*] 8. Signage for the establishment shall be limited to one wall sign 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.

SECTION 5: Minimum Special Use Permit Requirement 8 of the Minimum Special Use Permit Requirements applicable to the use "Medical Marijuana Production Facility" is amended to read as follows:

[*] 8. Signage for the establishment shall be limited to one wall sign 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.

SECTION 6: For purposes of Section 2.100(3) of the City Charter, Section 19.12.070 is deemed to be a subchapter rather than a section.

SECTION 7: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 2 to 5, inclusive, of this Ordinance.

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

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. . .

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-1-16
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 _____, 2016, 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 _____, 2016, 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
City Clerk

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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

SUBJECT:
NEW BILLS:

Bill No. 2016-50 - This ordinance amends LVMC Title Six to add a new section to provide business licensing regulations for the use of pedicabs and pedalbuses, amends LVMC 11.39 to revise and clarify the rules and regulations for pedicabs and pedalbuses, amends LVMC 6.44 for horse- drawn carriages and amends LVMC 11.02 to clarify where such vehicles may operate. Proposed by: Tom Perrigo, Director of Planning

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend LVMC Title Six to add a new section to provide business licensing regulations for the use of pedicabs and pedalbuses, amends LVMC 11.39 to revise and clarify the rules and regulations for pedicabs and pedalbuses, amends LVMC 6.44 for horse- drawn carriages and amends LVMC 11.02 to clarify where such vehicles may operate.

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. 2016-50

BILL NO. 2016-50

ORDINANCE NO. _____

AN ORDINANCE REGARDING THE USE OF NON-MOTORIZED VEHICLES ON CITY STREETS, INCLUDING ANIMAL-DRAWN VEHICLES, BY AMENDING LVMC TITLE SIX TO ADD A NEW SECTION TO PROVIDE BUSINESS LICENSING REGULATIONS FOR THE USE OF PEDICABS AND PEDALBUSES, BY AMENDING LVMC 11.39 TO REVISE AND CLARIFY THE RULES AND REGULATIONS FOR PEDICABS AND PEDALBUSES, BY AMENDING LVMC 6.44 FOR HORSE-DRAWN CARRIAGES, AND BY AMENDING LVMC 11.02 TO CLARIFY WHERE SUCH VEHICLES MAY OPERATE, AND FOR OTHER RELATED MATTERS.

Proposed by: Tom Perrigo, Planning Director

Summary: This ordinance amends LVMC Title Six to add a new section to provide business licensing regulations for the use of pedicabs and pedalbuses, amends LVMC 11.39 to revise and clarify the rules and regulations for pedicabs and pedalbuses, amends LVMC 6.44 for horse-drawn carriages and amends LVMC 11.02 to clarify where such vehicles may operate.

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

SECTION 1: Title 6, Chapter 44, Section 030, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.44.030: Prior to the issuance of any license by the Department, the applicant must:

(A) [Obtain pursuant to Chapter 11.30 the following regarding operations that are proposed for City streets and alleys:

(1) The approval of the City Council, upon the recommendation of the Traffic and Parking Commission, for all proposed operational routes, and

(2) The approval of the Traffic and Parking Commission for all proposed time schedules, parking areas and passenger loading and unloading areas;] Receive any and all approvals as required pursuant to LVMC Section 11.39;

(B) Obtain an Animal Inspection Certificate for each animal to be used in the operation of the business pursuant to Section 6.44.110 of this Chapter;

(C) Obtain and maintain a professional animal handler permit pursuant to Chapter

7.40; and

(D) Obtain the approval of all other State agencies, if any, which may have jurisdiction over the operation of animal-drawn vehicles on public streets, including but not necessarily limited to, the Transportation Services Authority.

SECTION 2: Title 6, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding a new chapter, designated as Chapter 63, consisting of Sections 10 to 120 inclusive, to read as follows:

6.63.010: For purposes of this chapter, the following words shall have the meaning ascribed to them as follows:

"Fare card" means a laminated document no larger than 8.5 by 11 inches, posted inside a human-powered vehicle, that includes the following information: applicable fares, whether by distance, zone, or time of operation, a picture of the operator and his or her name, the licensee's name, address, telephone number, the City business license number and City-issued identification number for the human-powered vehicle.

"Human-powered vehicle" means a vehicle primarily moved by muscle power supplied by the operator, or the passengers, or both operators and passengers. Supplemental power may be supplied by an electric motor, provided that the electric motor is used only to augment the muscle power of the operator and/or passengers. Such supplemental power may only be engaged as the sole means of propulsion in order to start or park a human-powered vehicle.

"Operator" means any person operating or in actual physical control of a human-powered vehicle, or any person sitting in the driver's seat of such vehicle with the intention of causing it to be moved.

"Pedicab" means a three-wheeled human-powered vehicle moved solely by the muscle power of the operator, which is capable of carrying up to three passengers plus the operator.

"Pedalbus" means a human-powered vehicle that is capable of transporting four or more passengers, which is steered by an operator that is not a passenger, and is powered by more than one individual, whether the operator or passengers.

6.63.020: No person shall operate a pedicab or pedalbus, whether for fares, tips, donations or

gratuities or under contract to another business or organization, within the City without a valid business license issued pursuant to this Chapter.

6.63.030: Applications for a license to operate a pedicab or pedalbus shall be made to the Department pursuant to the provisions of LVMC Section 6.02. In addition to the information required by Chapter 6.02, the applicant shall furnish with the application the following information:

(A) The number of pedicabs or pedalbuses to be operated pursuant to the license, and the seating capacity, manufacturer and a scale drawing or photograph of each pedicab or pedalbus;

(B) A schedule of the rates charged to passengers;

(C) A street map showing the areas to be used by the pedicabs or pedalbuses, which must be in conformance with LVMC Section 11.39, including the sites to be used for off-street storage of vehicles and the location of all areas used for pick-up and discharge of passengers and areas for operator rest; and

(D) A schedule of the hours of operation, which must be in conformance with LVMC Section 11.39.

6.63.040: Prior to the issuance of any license by the Department, the applicant must:

(A) Receive any and all approvals required pursuant to LVMC Section 11.39; and

(B) Obtain the approval of all other State agencies, if any, which may have jurisdiction over the operation of pedicabs or pedalbuses on public streets, including but not necessarily limited to, the Nevada Transportation Authority.

6.63.050: (A) Operators shall, at all times, display fare cards in a prominent and conspicuous location within the vehicle in a font size easily readable to passengers. The look, size, and quality of such fare cards, and the display location within the vehicle shall be approved by the Director. In addition, operators shall produce fare cards to city code enforcement officers, parking enforcement officers, business license officers, or law enforcement agents upon demand.

(B) At all times, operators shall display to passengers in the pedicab or pedalbus, a map of the approved operating areas within the Central Traffic District. The look, size and quality of such

map, and its location in the pedicab or pedalbus shall be approved by the Director.

(C) Licensee must display in a conspicuous manner, on the rear, upper left corner area of each pedicab or pedalbus, the number of the business license associated with it and an identification number particular to that vehicle that has been provided by the Director. The display shall be of such color, size and placement that the identification number can be easily read at a distance of ten feet.

6.63.060: (A) The Director may, by written department policy, limit the number of approved pedicabs and/or pedalbuses within the City, but only after consultation with the Director of Public Works and a showing that the public interest and safety of passengers and operators might be compromised if the number of pedicabs and/or pedalbuses is not so limited in number. The Director's decision is final.

(B) The Director may limit the number of approved pedicabs or pedalbuses pursuant to an issued license.

6.63.070: Operators of pedicabs or pedalbuses shall not obstruct the movement of a person in any manner or follow any person, for the purpose of soliciting patronage.

6.63.080: All pedicabs or pedalbuses utilized by a licensee in the conduct of his business must comply with the following requirements:

(A) Each shall be equipped with operating brakes meeting the performance requirements of NRS 484D.255.

(B) Operating headlamps, tail lamps, brake lamps and turn signals shall be provided in conformance with NRS 484D.

(C) No person shall be allowed to ride anywhere other than on the vehicle's seats.

(D) Each shall comply with all applicable state statutes and regulations.

(E) Each shall be maintained in a clean and sanitary condition at all times.

6.63.090: No pedicab shall be larger in capacity than for transport of three passengers, not including the operator.

6.63.100: (A) Before any license required in this Chapter is issued, the applicant shall obtain and maintain, at its own expense during the existence of its license or the operation of its business, a

comprehensive general public liability insurance in the amount of one million dollars, combined single limit, with an excess umbrella policy of five million dollars. Coverage under this policy shall include as a minimum the following: premises/operation, independent contractors, bodily injury, property damage, products/completed operation, contractual liability and operation of human-powered vehicles.

(B) Insurance coverage shall be issued by a carrier authorized to issue such coverage in the State of Nevada and approved by the Director.

(C) A certificate of insurance shall be provided to the Department prior to the issuance of a business license.

(D) Any coverage provided in this section shall also contain a provision that the cancellation, or material change in the coverage, of the insurance provided under this section shall not become effective until the City has been given thirty days prior written notification.

(E) The City shall be named as an additional insured party under this insurance.

6.63.110: The provisions of this Chapter shall apply to any pedicab or pedalbus business licensed or otherwise permitted by any provision of this Code prior to the adoption of this Chapter. Any such existing pedicab or pedalbus business shall apply for and receive all necessary Title 6 licenses and LVMC Section 11.39 approvals, if necessary, prior to midnight on September 1, 2016. After such date, any existing business not otherwise licensed pursuant to this Chapter shall cease any and all operations.

6.63.120: A licensee shall pay an annual license fee of one hundred dollars for each pedicab operated as a part of the business. For purposes of this subsection, operation means a use of a pedicab on more than one occasion during any annual period.

6.63.130: A licensee shall pay an annual license fee of three hundred dollars for each pedalbus operated as a part of the business. For purposes of this subsection, operation means a use of a pedalbus on more than one occasion during any annual period.

SECTION 3: Title 11, Chapter 2, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding a new section, designated as Section 25 to read as follows:

11.02.025: "Central Traffic District" means the entirety of discrete area that is defined below as the Northern Sector and Southern Sector of Central Traffic District.

SECTION 4: Title 11, Chapter 2, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding a new section, designated as Section 35 to read as follows:

11.02.035: "Central Traffic District, Northern Sector" means an area that includes all streets, to include curb, gutter and sidewalk, and portions of streets within the area described as follows: that discrete area bounded by Grand Central Parkway from City Parkway to Charleston Boulevard on the west, Maryland Parkway from Stewart Avenue to Charleston Boulevard on the east, Ogden Avenue from City Parkway to Main Street, then Stewart Avenue from Main Street to Maryland Parkway on the north, and the northern curb line of Charleston Boulevard from Grand Central Parkway to Maryland Parkway on the south.

SECTION 5: Title 11, Chapter 2, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding a new section, designated as Section 37 to read as follows:

11.02.037: "Central Traffic District, Southern Sector" means an area that includes all streets and portions of streets within the area described as follows: that discrete area bounded Commerce Street from the southern curb line of Charleston Boulevard to Philadelphia Avenue on the west, Las Vegas Boulevard from Charleston Boulevard to Oakey Boulevard on the east, Oakey Boulevard from Commerce Street to Las Vegas Boulevard on the South and the southern curb line of Charleston Boulevard from Commerce Street to Las Vegas Boulevard on the North.

SECTION 6: Title 11, Chapter 39, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.39.010: The City Council declares as a matter of legislative determination that:

(A) The growth of Las Vegas and the continuing expansion of hotels, casinos and other businesses in downtown Las Vegas are drawing increasing numbers of pedestrians and vehicles to the

downtown area.

(B) Because of the influx of pedestrians and motor vehicles, the streets are becoming more congested. In this context, the introduction of slower-moving vehicles such as animal-drawn vehicles, [rickshaws and] pedicabs, and pedalbuses into downtown traffic poses unacceptable hazards to those persons using the streets downtown.

(C) In hearings conducted regarding the use of such vehicles, the predecessor to the Public Utilities Commission of Nevada acknowledged the authority of the City to regulate the use of its streets for the public safety and welfare.

(D) The regulations contained in this Chapter are necessary for the public safety and welfare.

11.39.020: Unless the context otherwise requires, the terms and words used in this chapter shall have the meaning ascribed to them in Chapter 11.02 of this Title and in this Section:

(A) "Bicycle" means a device propelled by human power upon which a person may ride, having two tandem wheels, either of which is over fourteen inches in diameter, or every such device generally recognized as a bicycle, though equipped with two front or two rear wheels, except a moped.

[(B) "Pedicab" means a three-wheeled bicycle designed to carry one or more passengers.

(C) "Rickshaw" means a two-wheeled vehicle designed to carry one or more passengers that is pulled by one or more persons.]

(B) "Human-powered vehicle" means a vehicle primarily moved by muscle power supplied by the operator, or the passengers, or both operators and passengers. Supplemental power may be supplied by an electric motor, provided that the electric motor is used only to augment the muscle power of the operator and/or passengers. Such supplemental power may only be engaged as the sole means of propulsion in order to start or park a human-powered vehicle.

(C) "Pedicab" means a three-wheeled human-powered vehicle moved solely by the muscle power of the operator, which is capable of carrying up to three passengers plus the operator.

(D) "Pedalbus" means a human-powered vehicle that is capable of transporting four or more passengers, which is steered by an operator that is not a passenger, and is powered by more than one individual, whether the operator or passengers.

11.39.030: It is unlawful for any person, unless exempted by Section 11.39.040 or by specific action of the City Council, to operate, drive or propel an animal-drawn vehicle, pedicab or [rickshaw on public streets in that area of the City bounded by Main Street on the west, Stewart Avenue on the north, Seventh Street on the east, and Bridger Avenue on the south. The area described by this Section shall include those portions of Main Street, Stewart Avenue, Seventh Street and Bridger Avenue that make up the boundaries of the area.] pedalbus on public streets beyond the boundaries of the area designated as the Central Traffic District.

11.39.040: The following persons are exempt from the restriction of Section 11.39.030:

(A) Persons riding bicycles and not carrying passengers for hire; and

(B) Persons operating, driving or propelling animal-drawn vehicles[, pedicabs or rickshaws] in any parade for which a permit has been issued pursuant to this Title.

11.39.050: [Routes for the operation of rickshaws, pedicabs, and animal-drawn vehicles may be established on public streets subject to the provisions of Section 11.39.030 of this Chapter and the following restrictions:

(A) A vehicle subject to this Chapter shall be operated only upon the routes approved by the City Council upon the recommendation of the Traffic and Parking Commission and pursuant to time schedules approved by the Traffic and Parking Commission.

(B) The City Traffic Engineer may reject any proposed route or time schedule that would present a hazard to the public health, safety or welfare, or interfere with the safe and efficient operation of vehicular traffic on any public street.

(C) The Traffic and Parking Commission shall review annually all routes approved pursuant to this Section in light of changed conditions on those routes that affect the public health, safety or welfare, or the safe and efficient operation of vehicular traffic on the affected public streets.

(1) If the operating conditions on a given route have not changed so as to adversely affect the public health, safety or welfare, or the safe and efficient operation of vehicular traffic on the affected public streets, the Commission shall recommend that the City Council approve the licensee's use of those routes for the following year.

(2) If the operating conditions on a given route have changed to as to adversely affect the public health, safety or welfare, or the safe and efficient operation of vehicular traffic on the affected public streets on a continuing basis, the Commission shall recommend that the City Council prohibit the licensee's use of that portion of the route so affected.

(D) Any route or time schedule approved pursuant to this Chapter shall be subject to the right of the City to prohibit or suspend the use of the City streets by the licensee when such operation would pose an immediate hazard to the safety requirements of the public or interfere with special events approved by the City.

(E) Modifications to the approved route and time schedule may be issued by the Traffic Engineer to the licensee for special purposes for a period not to exceed ten days. Permanent modifications to the approved route and time schedule must be approved by the Traffic and Parking Commission. Said modifications shall be subject to approval by any other regulatory agency having jurisdiction over the licensee, such as the Public Service Commission.]

A person may operate an animal-drawn vehicle, pedicab or pedalbus on any public street within the Central Traffic District, except as otherwise follows:

(A) Between the hours of three p.m. and six p.m., animal-drawn vehicles, pedicabs and pedalbuses are prohibited on the entire length of Main Street and 4th Street, or on Stewart Avenue between 4th Street and 6th Street, except on Saturdays, Sundays, and holidays.

(B) Animal-drawn vehicles, pedicabs and and pedalbuses are prohibited on the entire length of Las Vegas Boulevard, Maryland Parkway, and Charleston Boulevard, or on Casino Center Boulevard south of Carson Avenue, notwithstanding the inclusion of these streets within the Central Traffic District.

(C) Animal-drawn vehicles are not permitted on the entire length of Fremont Street.

(D) Upon the request of the Traffic Engineer, the Traffic and Parking Commission shall review the boundaries of the Central Traffic District, the prohibited streets, the restricted streets, and hours of restriction in light of changed conditions on those routes that affect the public health, safety or welfare, or the safe and efficient operation of vehicular traffic on the affected public streets. If the operating conditions within the Central Traffic District have changed as to adversely affect the public health, safety or welfare, or the safe and efficient operation of vehicular traffic on a continuing basis, the Commission shall recommend to the City Council modifications to the Central Traffic District boundaries, the prohibited streets, the restricted streets, or hours of restriction.

(E) The City may prohibit or suspend the use of the public streets by an operator of an animal-drawn vehicle, pedicab or pedalbus when such operation would pose a hazard to the public or interfere with special events approved by the City. Except for emergency declarations, the Traffic Engineer shall endeavor to provide seventy-two hours notice of a prohibition or suspension to such operators, and such prohibition or modification shall not exceed sixty days without another notice of prohibition or suspension from the Traffic Engineer.

11.39.060: [Rickshaws, pedicabs] Pedicabs, pedalbuses and animal-drawn vehicles may be operated [on approved routes,] within the Central Traffic District, subject to the following restrictions:

(A) Animal-drawn vehicles. The vehicles shall pick up, [and] discharge passengers and park only at designated stands approved by the Traffic [and Parking Commission.

(B) The vehicles shall park only in designated stands approved by the Traffic and Parking Commission.] Engineer and the Parking Services Manager, and the operator shall receive approval of such designated areas prior to receiving a Title 6 business license to operate. If the operator chooses to utilize a spot on a public street to park, the operator must enter into a space rental agreement or other agreement, as applicable, with the CLV Parking Services division prior to receiving a Title 6 business license to operate.

(B) Pedicabs.

(1) Loading and unloading passengers. A pedicab shall only remain standing upon a public street provided that such pedicab is located within a legal, metered parking space or a designated loading zone, and only for the time required to load or unload passengers not to exceed three minutes, or if parked in conformance with this Section as provided herein. Notwithstanding any provision of the Code to the contrary, if the operator of a pedicab is actively loading or unloading passengers as provided above within a legal, metered parking space, activation of the parking meter for such space pursuant to LVMC Section 11.54 not required.

(2) Parking.

(a) If a pedicab is standing in a legal, metered parking space, but not actively loading or unloading passengers, the operator of that pedicab shall immediately activate the meter for such space as required by LVMC Section 11.54, unless that specific pedicab is the subject of a space rental agreement with the City of Las Vegas Parking Service Department for that specified parking space.

(b) A provided by subsection (B)(1) above, a pedicab may only stand in a designated loading zone for the time required to load or unload passengers, not to exceed three minutes, and shall not park in such loading zone for any reason.

(c) Notwithstanding subsection (2)(a), above, a pedicab is prohibited from parking or standing for any amount of time in specially-designated spaces by the City, such as designated spaces for animal-drawn carriages, taxicabs, busses, and handicapped individuals, except and unless the pedicab operator has executed a space rental agreement designating a specific parking space or spaces for specified pedicabs with the City of Las Vegas Parking Service Department.

(C) Pedalbuses. Pedalbuses shall not park or remain standing upon any public street for any reason, unless the pedalbus is wholly-contained within an activated, metered parking space or spaces, or is parking or standing in a parking space that is the subject of a space rental agreement with the City of Las Vegas Parking Service division for that specified pedalbus.

(D) Except when making left turns, [the] such vehicles shall be operated only in the traffic lane nearest the curb on any public street and the [driver] operator shall obey all applicable State and

local traffic laws, ordinances and regulations.

SECTION 6: Title 11, Chapter 39, Section 070 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby deleted in its entirety.

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.

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

_____ 6/1/16
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 _____, 2016, 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 _____, 2016, 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
City Clerk

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES ☐ **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.: **75.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-64421 - EXTENSION OF TIME - APPLICANT: NULEAF CLV CULTIVATION, LLC - OWNER: POZEMKI, LLC - For possible action on a request for an Extension of Time of an approved Special Use Permit (SUP-55287) FOR A PROPOSED 21,307 SQUARE-FOOT MEDICAL MARIJUANA CULTIVATION FACILITY at 1020 South Commerce Street (APN 139-33-801-006), M (Industrial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

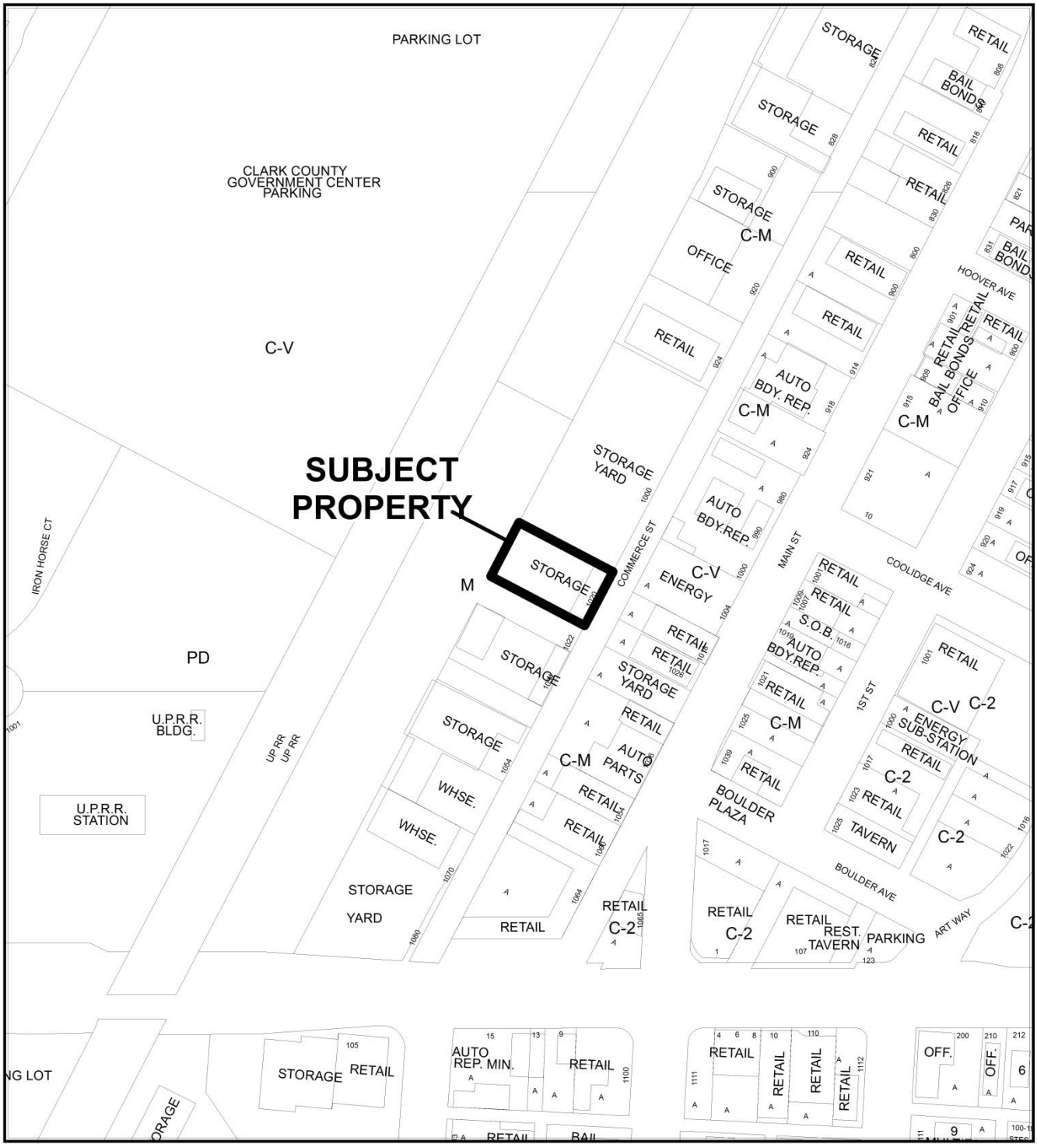
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - SUP-55287
6. Justification Letter

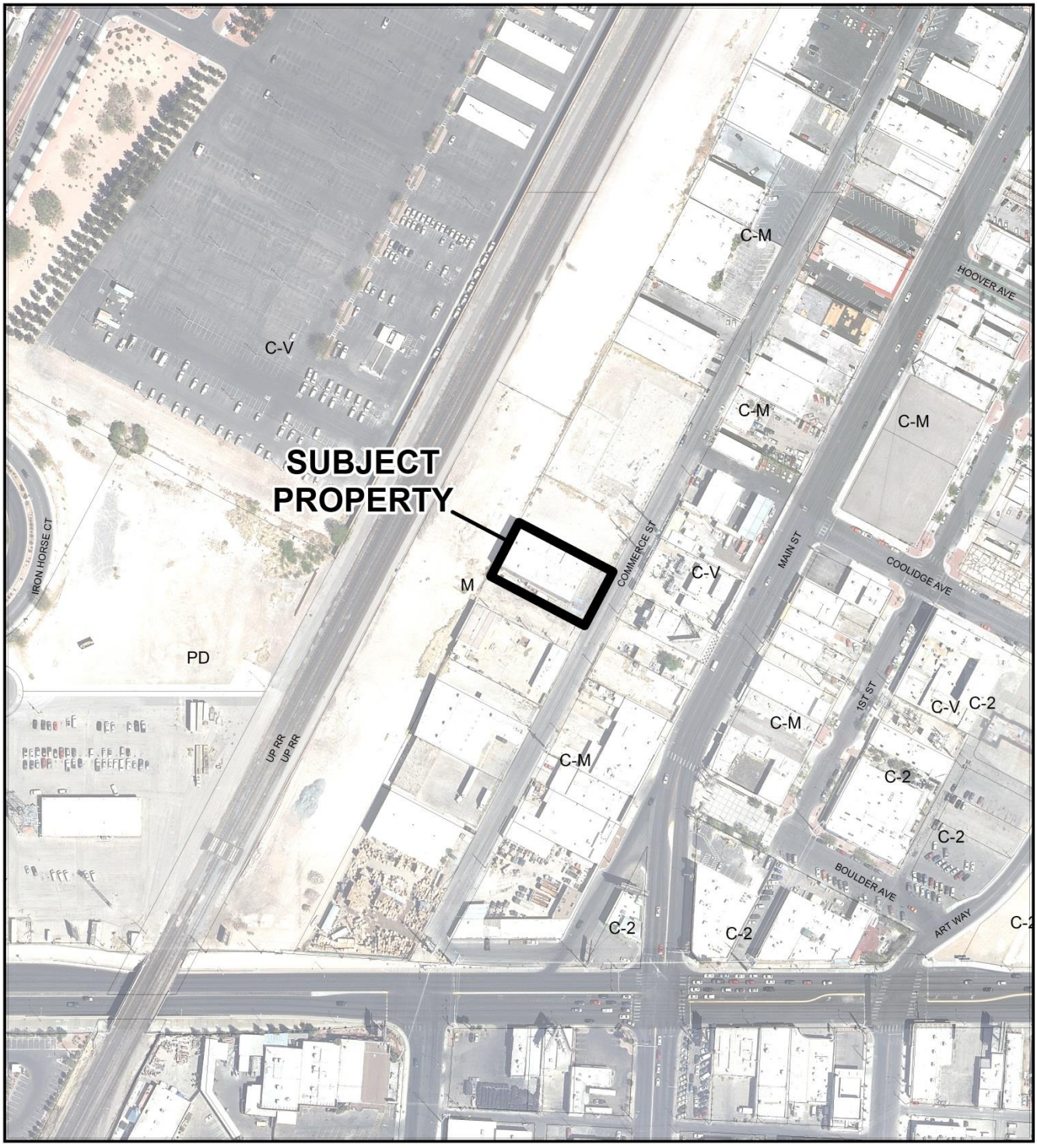


0 200 400 Feet

CASE: EOT-64421

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N

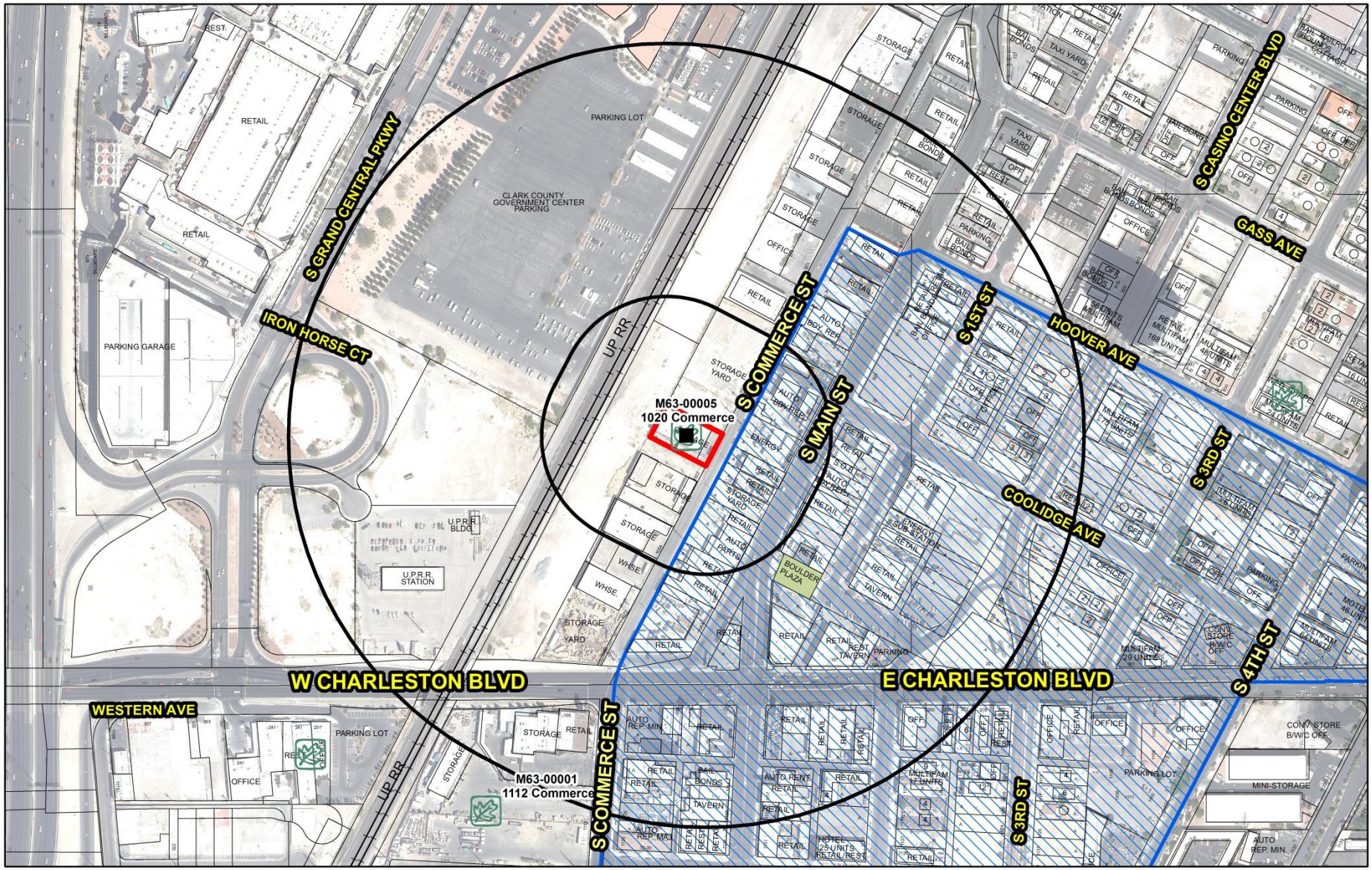


0 200 400 Feet

CASE: EOT-64421

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N



EOT-64421

Medical Marijuana Establishments

- Dispensaries
- Production Facilities
- Testing Laboratories
- Cultivation

Protected Uses

- RELIGIOUS
- COMMUNITY CENTERS
- Private Schools
- Pools
- SCHOOLS
- Child Care/ Children Facility
- Parks

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: Wednesday, June 01, 2016

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: NULEAF CLV CULTIVATION, LLC - OWNER: POZEMKI, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-64421	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

EOT-64421 CONDITIONS

Planning

1. This Special Use Permit (SUP-55287) shall expire on October 29, 2017 unless another Extension of Time is approved by the City Council.

2. Conformance to the approved conditions for Special Use Permit (SUP-55287) and all other site related actions as required by the Department of Planning and Department of Public Works.

RG

Staff Report Page One
June 15, 2016 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting an Extension of Time to ensure the Special Use Permit (SUP-55287) does not expire at 1020 South Commerce Street. Staff supports this request, as the Medical Marijuana Cultivation Facility use has been deemed appropriate for the subject site by the City Council. If denied, the applicant will not be allowed to operate the Medical Marijuana Cultivation Facility use at this location.

ISSUES

- This is the first request for an Extension of Time for Special Use Permit (SUP-55277).
- The Medical Marijuana Dispensary use is permitted in the M (Industrial) zoning district with the approval of a Special Use Permit.

ANALYSIS

This is the first request for an Extension of Time of a previously approved Special Use Permit. On October 29, 2014; the City Council approved a Special Use Permit (SUP-55287) for a proposed 21,307 square-foot Medical Marijuana Cultivation Facility at 1020 South Commerce Street. Title 19.16.110 of the Unified Development Code deems a Special Use Permit exercised upon the issuance of a business license, as none have been issued, the Special Use Permit is set to expire on 04/29/16. The applicant is requesting an Extension of Time to ensure the Special Use Permit does not expire. Staff recommends approval of the request, as the Medical Marijuana Cultivation Facility use has been deemed appropriate for the subject site by the City Council.

FINDINGS (EOT-64421)

The Special Use Permit (SUP-55277) has not been exercised in accordance with the requirements of Title 19.16, as a business license has not been issued for the Medical Marijuana Dispensary use. Staff recommends approval of this Extension of Time request with an 18-month time limit, as the Medical Marijuana Cultivation Facility has been deemed appropriate for the subject site by the City Council.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/21/14	The 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.
06/04/14	The 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.
10/29/14	The City Council approved a request for a Special Use Permit (SUP-55287) for a proposed 21,307 square-foot Medical Marijuana Cultivation Facility at 1020 South Commerce Street. The Planning Commission and staff recommended approval.

Most Recent Change of Ownership	
12/27/12	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
10/01/15	A building permit (#301016) was processed for a tenant improvement plan check review at 1020 South Commerce Street. No building permit has been issued.

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	
05/16/16	A field check by staff and noted that the building is vacant and is well maintained.

Details of Application Request	
Site Area	
Net Acres	0.40

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Warehouse	LI/R (Light Industrial / Research)	M (Industrial)
North	Undeveloped	LI/R (Light Industrial / Research	M (Industrial)
South	Warehouse	LI/R (Light Industrial / Research	M (Industrial)
East	NV Energy Substation	C (Commercial)	C-M (Commercial/Industrial)
West	Union Pacific Railroad	LI/R (Light Industrial / Research	M (Industrial)

Master Plan Areas	***Compliance***
Downtown Centennial Plan	Y
Special Purpose and Overlay Districts	***Compliance***
Downtown Centennial Plan Overlay District	Y
A-O (Airport Overlay) District	Y
Live/Work Overlay District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Commerce	Local Street	N/A	45 Feet	N/A

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Medical Marijuana Cultivation Facility	21,307	1/1000 SF	22				
TOTAL SPACES REQUIRED			22		5		N*
Regular and Handicap Spaces Required			21	1	5	1	N*
Loading Spaces			1		0		N*

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.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

RG

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-64421 APN: 139-33-801-006

Name of Property Owner: Pozemki, LLC

Name of Applicant: NuLeaf CLV Cultivation, LLC

Name of Representative: Sande Law Group

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Frederic Apcar

Print Name: FREDERIC APCAR

RECEIVED
APR 27 2016

Subscribed and sworn before me

This 25th day of April, 2016

Notary Public in and for said County and State

CARMEN MARTINEZ
Notary Public, State of Nevada
Appointment No. 14-15408-1
My Appt. Expires Dec 7, 2018

Revised 03/28/16

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

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☐ **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:~~ APPLICANT _____

Print Name: Timothy Schick for Applicant

Subscribed and sworn before me

This 20 day of APRIL, 2016

Virginia A Burton

Notary Public in and for said County and State

VIRGINIA ANNE BURTON
COMM. #2078639
Notary Public - California
Alameda County
My Comm. Expires Aug. 18, 2018

RECEIVED
APR 27 2016

Revised 03/28/16

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-64421** APN: 139-33-801-006

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Name of Applicant: NuLeaf CLV Cultivation, LLC

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☐ **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~~ Representative: _____

Print Name: Jeff Donato for Representative

Subscribed and sworn before me

This 27th day of April, 2016

_____

Notary Public in and for said County and State

APRIL RIVERA
Notary Public-State of Nevada
APPT. NO. 15-1502-1
My App. Expires April 24, 2019

RECEIVED
APR 27 2016

Revised 03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) 1018 S. Commerce St., Las Vegas, NV 89106

Project Name NuLeaf **Proposed Use** MME - Cultivation

Assessor's Parcel #(s) 139-33-801-006 **Ward #** 3 - Bob Coffin

General Plan: existing _____ proposed _____ **Zoning:** existing M proposed M

Commercial Square Footage M **Floor Area Ratio** _____

Gross Acres 0.40 Acres **Lots/Units** n/a **Density** n/a

Additional Information Extension of Time for SUP-55287

PROPERTY OWNER Pozemki, LLC **Contact** Frederic Apcar

Address 626 S 3rd St **Phone:** (702) 362-7772 **Fax:** (702) 537-4849

City Las Vegas **State** NV **Zip** 89101

E-mail Address FREDERIC@APCARCONSULTING.COM

APPLICANT NuLeaf CLV Cultivation, LLC **Contact** Timothy Schick

Address 6077 S. Fort Apache Rd., Suite 130 **Phone:** (702) 997-0066 **Fax:** (702) 997-0038

City Las Vegas **State** NV **Zip** 89148

E-mail Address tim@mybpg.com

REPRESENTATIVE Sande Law Group **Contact** Jeff Donato

Address 6077 S. Fort Apache Rd., Suite 130 **Phone:** (702) 997-0063 **Fax:** (702) 997-0038

City Las Vegas **State** NV **Zip** 89148

E-mail Address jeff@sandelawgroup.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* Frederic Apcar

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name FREDERIC APCAR

Subscribed and sworn before me

This 25th day of April, 2016.

Notary Public in and for said County and State

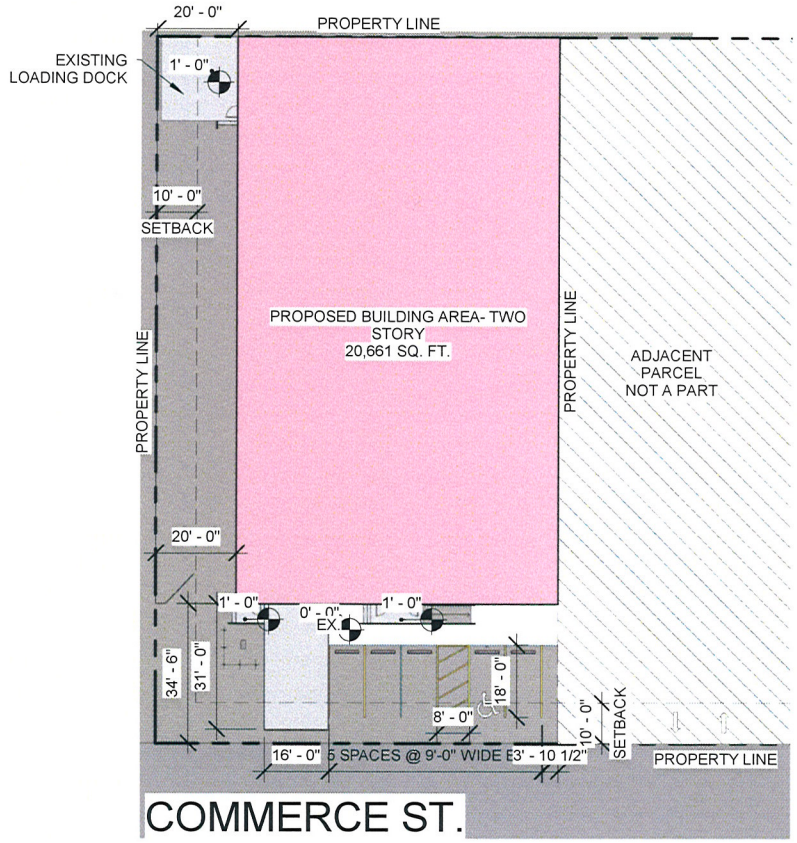
CARMEN MARTINEZ
Notary Public, State of Nevada
Appointment No. 14-15408-1
My Appt. Expires Dec 7, 2018

FOR DEPARTMENT USE ONLY

Case #	64421-EOT
Meeting Date:	6-15-16
Total Fee:	300.00
Date Received:*	4-27-16
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 03/28/16



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SITE

APN: 139-33-801-006

ADDRESS: 1018 S. COMMERCE STREET

JURISDICTION: LAS VEGAS

ZONING: M - INDUSTRIAL DISTRICT

APPROXIMATE AREA:
0.4 ACRES, 17,424 SQUARE FEET
FIRST FLOOR: 11,200 SQUARE FEET
SECOND FLOOR: 10,107 SQUARE FEET
TOTAL: 21,307 SQUARE FEET

REQUIRED SETBACKS:
FRONT: 10 FEET
REAR: 0 FEET
SIDE: 10 FEET

PARKING

REQUIRED 1:1000 S.F. = 22 SPACES
DOWNTOWN CENTENNIAL OVERLAY
PARKING REQUIREMENTS DO NOT APPLY
PROVIDED: 5 SPACES

ACCESSIBLE

REQUIRED: 1 SPACES
PROVIDED: 1 SPACES

VICINITY MAP



4/22/2016 3:20:55 PM

A1 SITE PLAN

COMMERCE CULTIVATION FACILITY

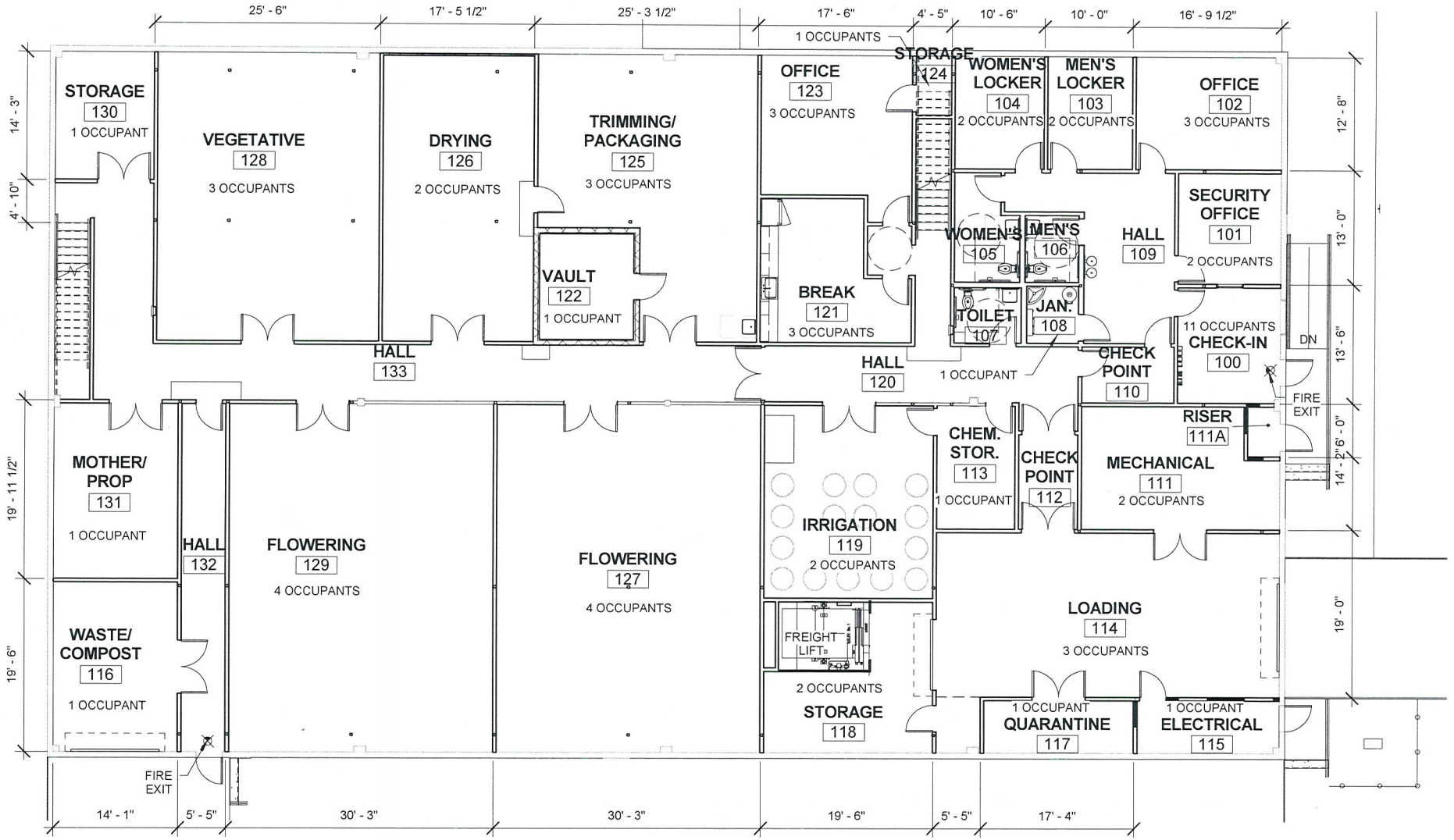
NULEAF

Orientation

Scale 1" = 30'-0" Date 04.22.2016

IZ design studio
design...sustainability...architecture.
1701 W Charleston Blvd, Suite 230, Las Vegas, NV 89102 PH.702.441.0026 FX.702.475.4755 www.IZdesignstudio.com

EOT-64421



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A2 FLOOR PLAN - LEVEL 1

COMMERCE CULTIVATION FACILITY

NULEAF

Orientation

Scale 3/32" = 1'-0" Date 04.22.2016

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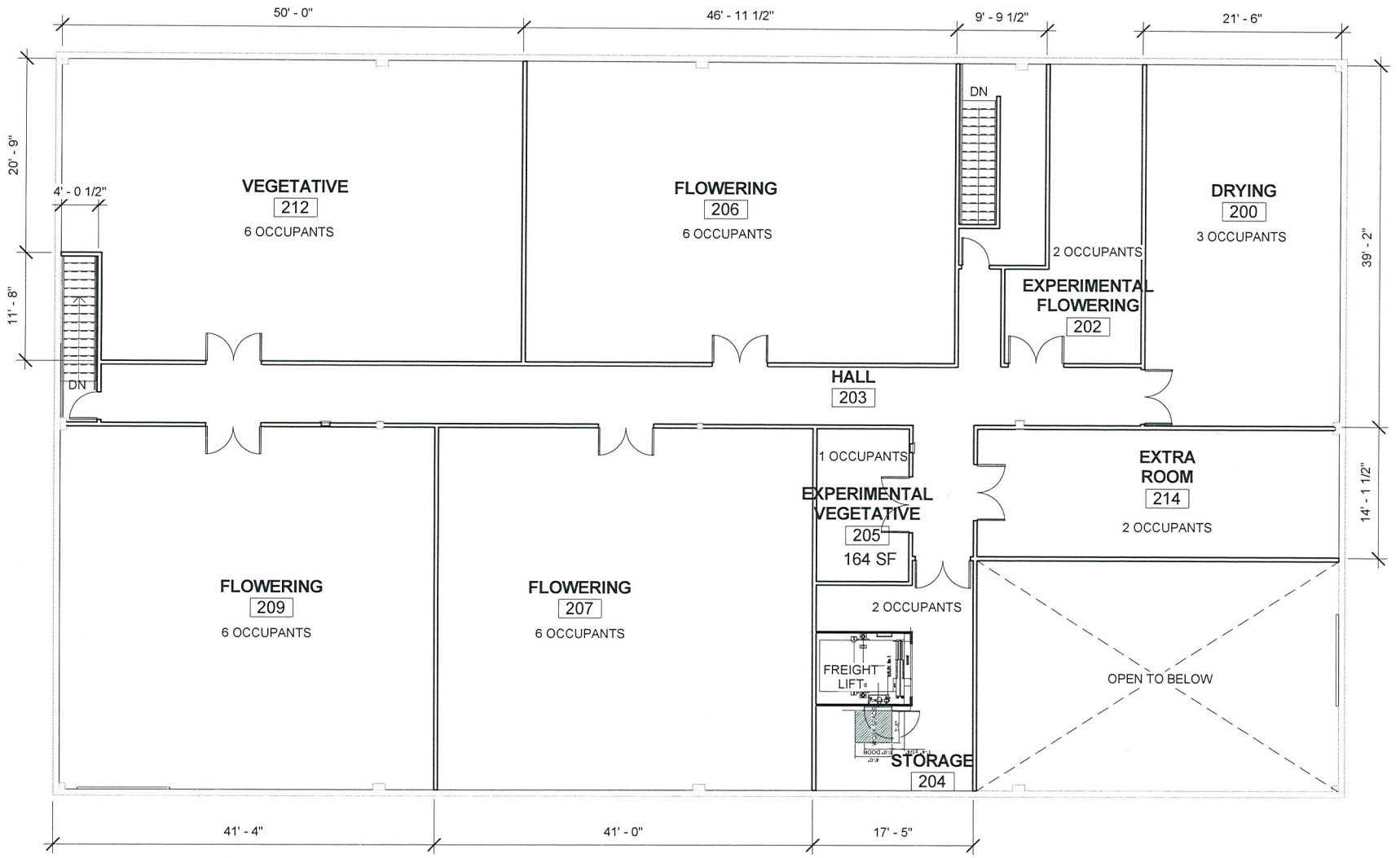

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A3 FLOOR PLAN - LEVEL 2

COMMERCE CULTIVATION FACILITY

NULEAF

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APR 27 2016

Orientation

Scale 3/32" = 1'-0" Date 04.22.2016

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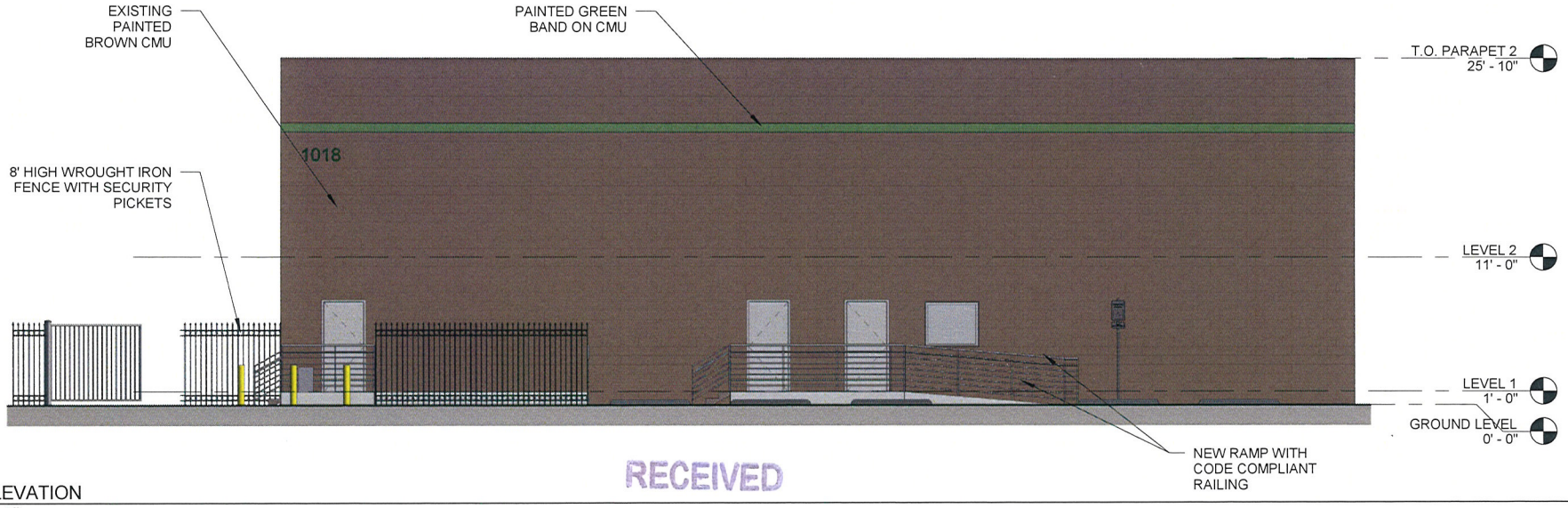
1 NORTH ELEVATION
3/32" = 1'-0"



2 EAST ELEVATION
1/8" = 1'-0"

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A4 EXTERIOR ELEVATIONS

COMMERCE CULTIVATION FACILITY

NULEAF

Scale As indicated Date 04.22.2016

Orientation

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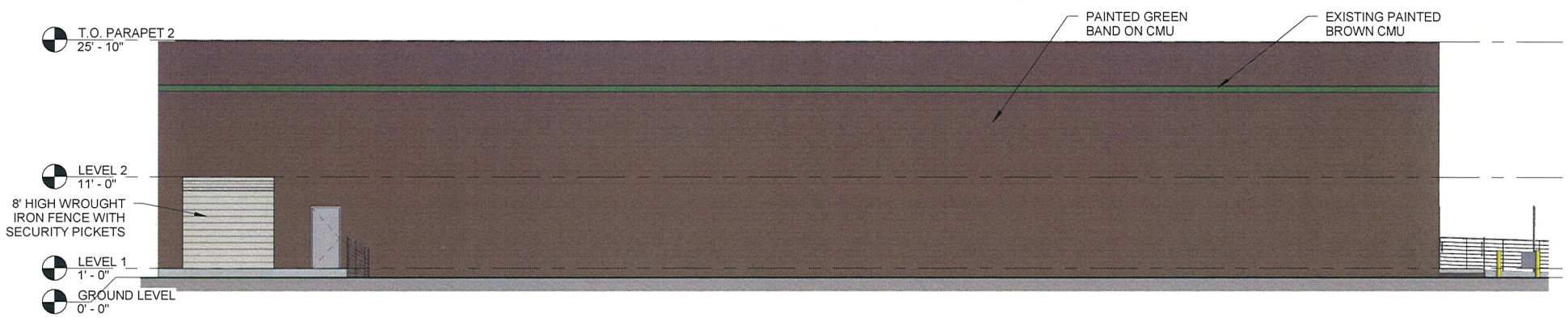
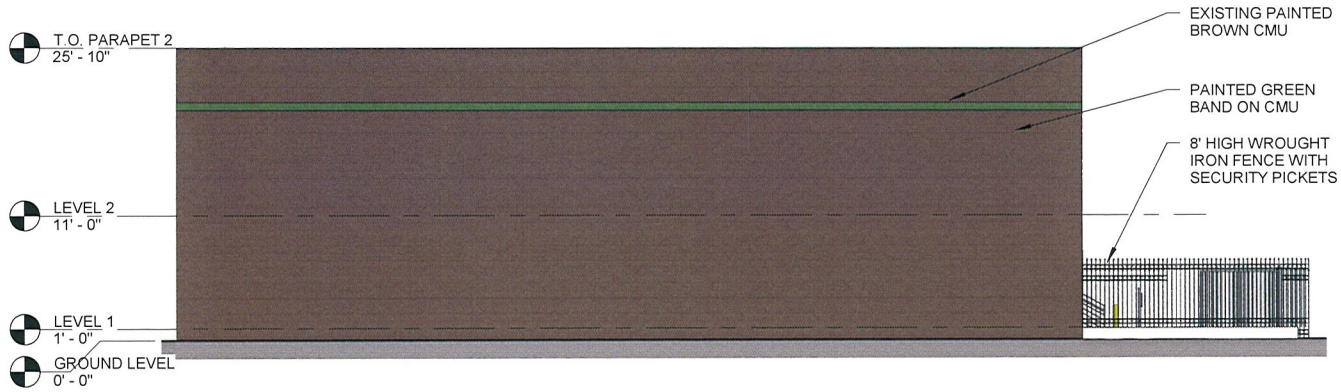


1 SOUTH ELEVATION
3/32" = 1'-0"



2 WEST ELEVATION
3/32" = 1'-0"

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A5 EXTERIOR ELEVATIONS

COMMERCE CULTIVATION FACILITY

NULEAF

Scale 3/32" = 1'-0" Date 04.22.2016

Orientation

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EOT-64421

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A7 INTERIOR RENDERING

COMMERCE CULTIVATION FACILITY

NULEAF

Scale

Date 04.22.2016

Orientation

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EOT-64421



EOT-64421 - APPLICANT: NULEAF CLV CULTIVATION, LLC - OWNER: POZEMKI, LLC
1020 SOUTH COMMERCE STREET

05/16/16

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

November 3, 2014

Mr. Frederic Apcar
Pomezemki, LLC
633 South Fourth Street, Suite #7
Las Vegas, Nevada 89101

RE: SUP-55287 - SPECIAL USE PERMIT
SPECIAL CITY COUNCIL MEETING OF OCTOBER 29, 2014

Dear Mr. Apcar:

The City Council at a special meeting held October 29, 2014 APPROVED the request for a Special Use Permit FOR A PROPOSED 21,307 SQUARE-FOOT MEDICAL MARIJUANA CULTIVATION FACILITY at 1018 South Commerce Street (APN 139-33-801-006), M (Industrial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 30, 2014. This approval is subject to:

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Medical Marijuana Cultivation Facility use.

2. An air filtration system to be designed by a Nevada licensed engineer shall be provided prior to the issuance of a certificate of occupancy.

3. Cultivation is limited to the interior of a building.

4. 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.

5. All development shall be in conformance with the site plan and floor plan, date stamped 08/04/14 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.

6. 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.

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EOT-64421

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

7. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

8. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

9. 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.

10. Approval of this Special Use Permit does not constitute approval of a medical marijuana facility license.

11. This business shall operate in conformance to Chapter 6.95 of the City of Las Vegas Municipal Code.

12. 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.

13. 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.

14. All medical marijuana products shall remain in the original manufacturer's configuration intended for off-sale.

15. 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.

16. Conformance to all regulations pertaining to Medical Marijuana Establishment found within Nevada Revised Statute 453A and Nevada Administrative Code NAC 453A.

17. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

18. 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.

Sincerely,

Angela Colli
Deputy City Clerk for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Timothy Schick
NuLeaf CLV Cultivation, LLC
300 South Fourth Street, Suite #1400
Las Vegas, Nevada 89101

Mr. John Sande
Fennemore Craig Jones Vargas
300 South Fourth Street, Suite #1400
Las Vegas, Nevada 89101

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APR 27 2015

EOT-64421

SANDE LAW GROUP
ATTORNEYS AT LAW
6077 S. Fort Apache Road, Suite 130
Las Vegas, Nevada 89148
www.sandelawgroup.com

Jeff Donato
Director of Licensing & Regulatory Compliance
Phone: (702) 997-0063
Fax: (702) 997-0038
Email: jeff@sandelawgroup.com

Law Offices
Las Vegas (702) 997-0066
Reno (775) 473-7444

April 26, 2016

City of Las Vegas
Planning Department
333 N. Rancho Drive
Las Vegas, Nevada 89106

Re: Extension of Time for SUP-55287

To Whom It May Concern:

In conjunction with Attorney Jay Brown, we represent NuLeaf CLV Cultivation, LLC, a Nevada limited liability company (the **"Company"**), with regard to its licensing and related matters for a proposed MME – Cultivation Facility in the City of Las Vegas.

From the issuance of the State provisional certificate, the Company has not been idle and has contributed significant capital to the entity, not only for design, entitlements, planning and construction, but funds have also been expended towards the physical real estate location as well as equipment necessary for such a specialized operation. There have, of course, been challenges to our progress by way of regulatory standards and guidelines, such as the mandates concerning pesticides among other things. Additionally, the cultivation facility has experienced delays with respect to the design, architectural revisions due to the proposed mezzanine, and also vandalism with respect to break-ins and complete stripping of the copper from the facility. Notwithstanding, the capital and "human capital" exerted by our organization to date reiterates the commitment of the Company to ensure the completion of construction and commencement of operations.

To that end, the Company's contractor is currently in the process of working with the City's building department to resolve certain issues with the plans for the facility. The Company anticipates having all issues resolved with its plans in the coming weeks and commencing construction shortly thereafter. In speaking with the contractor, it's our understanding that construction should take approximately 5 to 6 months to complete, which puts the anticipated operational date at September or October of 2016.

Based upon the anticipated operational date indicated above, the Company has been in contact with the Division of Public and Behavioral Health (the **"Division"**) regarding its provisional certificate for the facility. It's our understanding that the Division will not move to rescind or revoke the State provisional certificate so long as the Company is moving forward with and making progress on the construction of the facility. In fact, on or about December 11,

EOT-64421

2015, the Company submitted an application to renew its State provisional certificate with the Division. On or about January 8, 2016, the Company received a letter from the Division to confirm the provisional certificate was deemed renewed. In an email dated April 15, 2016, the Division further stated its position to take no action on a provisional certificate as long as an MME continues to make significant progress towards opening. In that email, the Division defines "significant progress" and sets forth the requirements related thereto. The Company has substantially complied with the requirements set forth by the Division to establish it has made significant progress.

Additionally, on November 16, 2015, the Company submitted an application for a new Compliance Permit with the business license department and the application was approved by the City Council on January 20, 2016. On April 6, 2016, the Company submitted with the business license department a request for an extension of the Compliance Permit for the same reasons as stated herein. Subsequent thereto, the Company supplemented its request for an extension to provide the City with a copy of the Division's email defining "significant progress" and confirmation that the Company has substantially complied with all of the Division's requirements to evidence significant progress has been made towards becoming operational.

In further support of the request for an extension, the property owner, Pozemki, LLC, joins the Company in this letter to show its full support of the project and requests the City to approve the extension of the SUP for the Company's cultivation facility.

Based upon the foregoing, the Company has demonstrated that it has and continues to work closely with the Division and City to remain compliant while completing significant progress to become operational. Therefore, the Company hereby respectfully requests the City to approve a one-year extension of time on its Special Use Permit, which would allow construction to be completed and the facility to become fully operational.

Thank you in advance for your consideration. If you should have any questions or would like to discuss, please do not hesitate to contact me.

Sincerely,

SANDE LAW GROUP

Jeff Donato

JDON/jjd

cc: Brown Brown & Premsrirut (by email)
Pozemki, LLC, Property Owner (by email)

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APR 27 2016

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-64432 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: GB SCIENCES NEVADA, LLC - OWNER: WOLFSON MEDICAL CTR DOWNTOWN - For possible action on a request for an Extension of Time of an approved Special Use Permit (SUP-55277) FOR A PROPOSED 4,188 SQUARE-FOOT MEDICAL MARIJUANA DISPENSARY at 921 South Las Vegas Boulevard, Suite #100 (APNs 139-34-410-167, 168 and 169), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

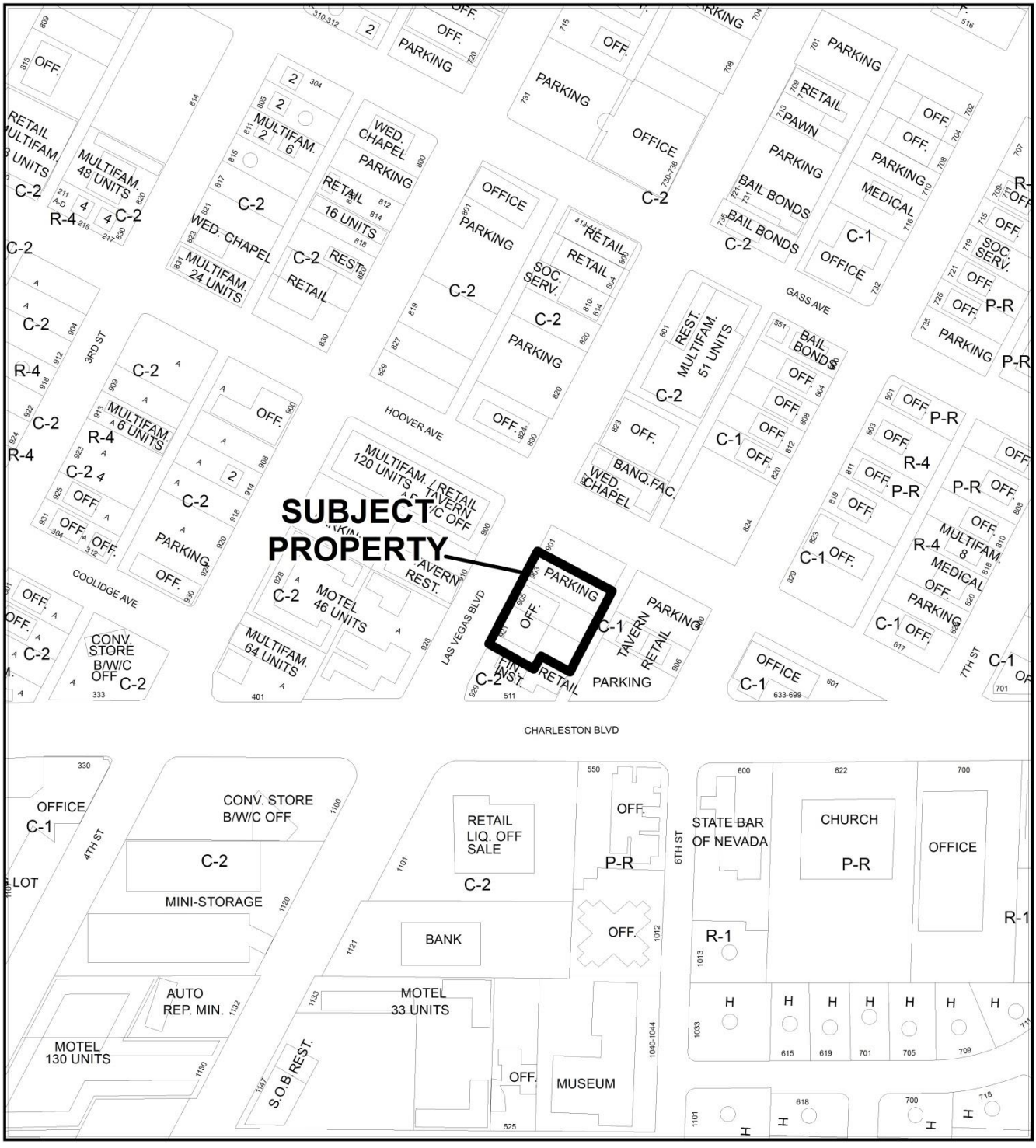
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - SUP-55277
6. Justification Letter



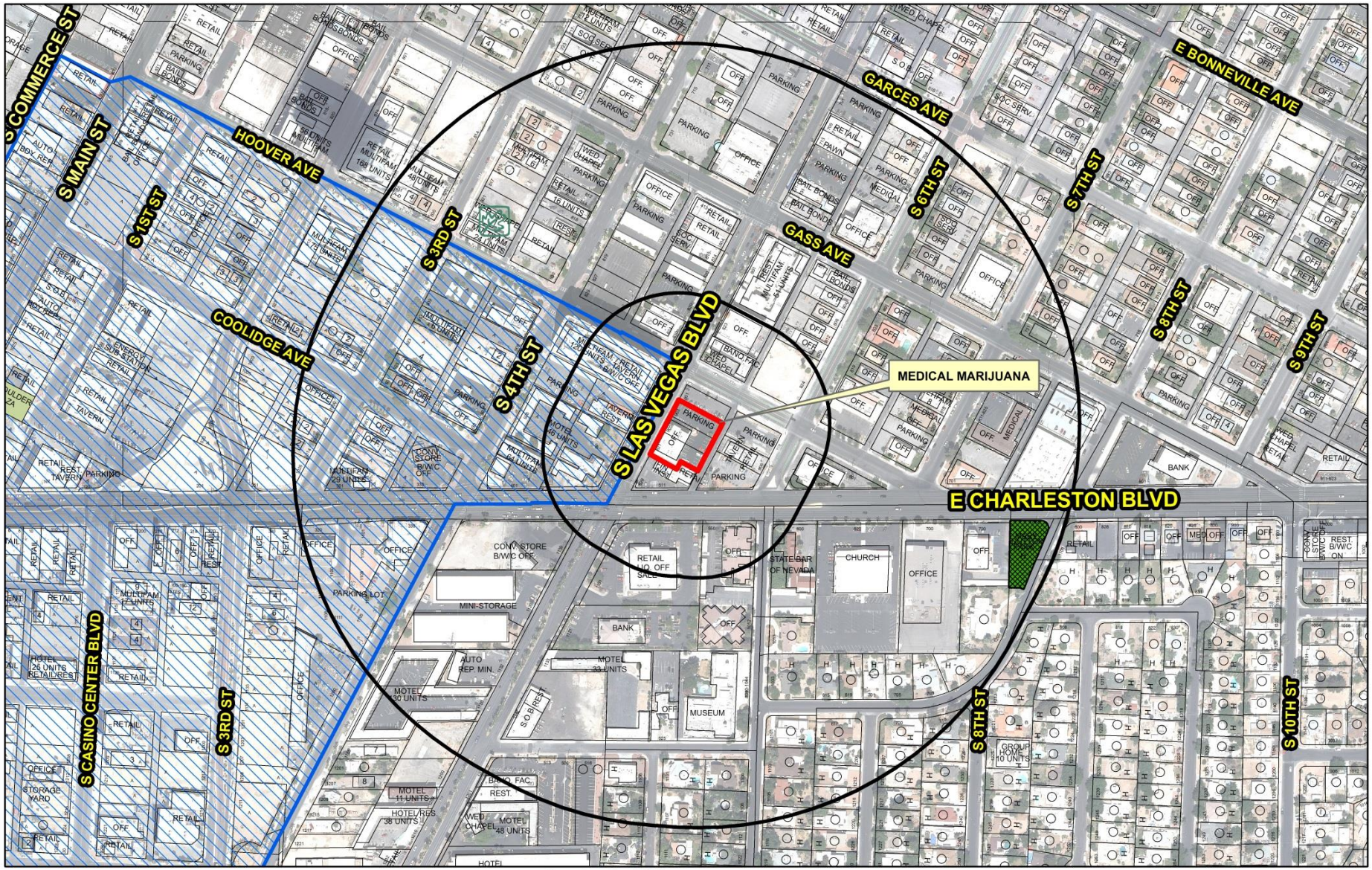
CASE: **EOT-64432**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



CASE: **EOT-64432**

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



EOT-64432

Medical Marijuana Establishments

- Dispensaries
- Production Facilities
- Testing Laboratories
- Cultivation

Protected Uses

- RELIGIOUS
- COMMUNITY CENTERS
- Private Schools
- Pools
- SCHOOLS
- Child Care/ Children Facility
- Parks

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: Wednesday, June 01, 2016

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: GB SCIENCES NEVADA, LLC - OWNER: WOLFSON MEDICAL CTR DOWNTOWN

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-64432	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

EOT-64432 CONDITIONS

Planning

1. This Special Use Permit (SUP-55277) shall expire on October 29, 2017 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-55277) and all other site related actions as required by the Department of Planning and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting an Extension of Time to ensure the Special Use Permit (SUP-55277) does not expire at 921 South Las Vegas Boulevard, Suite #100. Staff supports this request, as the Medical Marijuana Dispensary use remains appropriate for the subject site and compatible with surrounding land uses. If denied, the applicant will not be allowed to operate the Medical Marijuana Dispensary use at this location.

ISSUES

- This is the first request for an Extension of Time for Special Use Permit (SUP-55277).
- The Medical Marijuana Dispensary use is permitted in the C-2 (General Commercial) zoning district with the approval of a Special Use Permit.

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.
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.
08/26/14	The Downtown Design Review Committee approved the building elevations and signage for the proposed Medical Marijuana Dispensary.
10/28/14	The City Council approved a request for a Special Use Permit (SUP-55277) for a proposed 4,188 square-foot Medical Marijuana Dispensary at 921 South Las Vegas Boulevard, Suite #100. The Planning Commission and Staff recommended approval of the request.

Most Recent Change of Ownership	
11/01/13	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no related Building Permits/Business Licenses associated with the subject site.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
05/05/16	The site contains an existing well maintained commercial building with parking located on the northern perimeter of the site.

Details of Application Request	
Site Area	
Net Acres	0.53

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office, Medical and parking	MXU (Mixed Use)	C-2 (General Commercial)
North	Parking Facility	MXU (Mixed Use)	C-2 (General Commercial)
South	Financial Institution, Specified	C (Commercial)	C-2 (General Commercial)
	General Retail		
East	Liquor Establishment (Tavern)	C (Commercial)	C-1 (Limited Commercial)
	General Retail	MXU (Mixed Use)	
West	Motel	C (Commercial)	C-2 (General Commercial)
	Liquor Establishment (Tavern)	MXU (Mixed Use)	

Master Plan Areas	***Compliance***
Downtown Centennial Plan	Y
Special Purpose and Overlay Districts	***Compliance***
Downtown Centennial Plan Overlay District (Downtown South District)	Y
Live/Work Overlay District	N/A
Las Vegas Boulevard Scenic Byway Overlay District	Y
Other Plans or Special Requirements	***Compliance***
Trails (Scenic Byway Trail)	Y
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Las Vegas Blvd.	Primary Arterial	Master Plan of Streets and Highways Map	85	N

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	
Medical Marijuana Dispensary Facility	4,188 SF	1/175 SF	24				
Office, Medical	4,008 SF	1/200 SF up to 2,000 SF, then 1/175 SF	22				
TOTAL SPACES REQUIRED			46		36		N*
Regular and Handicap Spaces Required			46	2	34	2	N*

*Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City.

ANALYSIS

This is the first request for an Extension of Time of a previously approved Special Use Permit. On October 29, 2014, the City Council approved a Special Use Permit (SUP-55277) for a proposed 4,188 square-foot Medical Marijuana Dispensary at 921 South Las Vegas Boulevard, Suite #100. Title 19.16.110 of the Unified Development Code deems a Special Use Permit exercised upon the issuance of a business license; as none has been issued, the Special Use Permit is set to expire on 04/29/16. The applicant is requesting an Extension of Time to ensure the Special Use Permit does not expire. Staff supports this request, as the Medical Marijuana Dispensary use has been deemed appropriate for the subject site by the City Council.

FINDINGS (EOT-64432)

The Special Use Permit (SUP-55277) has not been exercised in accordance with the requirements of Title 19.16, as a business license has not been issued for the Medical Marijuana Dispensary use. Staff is recommending approval of this Extension of Time request with an 18-month time limit, as the Medical Marijuana Dispensary remains appropriate for the subject site and surrounding land uses.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-64432** APN: 139-34-410-167

Name of Property Owner: WOLFSON MEDICAL CTR DOWNTOWN LLC

Name of Applicant: GB SCIENCES NEVADA LLC

Name of Representative: John T. Moran III, Esq. - Moran Brandon Bendavid Moran

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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APR 27 2016
Dept of Planning
City of Las Vegas

Signature of Property Owner: _____

Print Name: Eric M. Wolfson, D.O.

Subscribed and sworn before me

This 25 day of April, 2016

_____
Notary Public in and for said County and State

ALICE A. ROHR
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 02-78443-1
My Appt. Expires November 10, 2018

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time for Special Use Permit: MME Dispensary

Project Address (Location) 921 South Las Vegas Boulevard Suite 100 Las Vegas Nevada 89101

Project Name GB SCIENCES NEVADA LLC **Proposed Use** Dispensary

Assessor's Parcel #(s) 139-34-410-167 and 139-34-410-168 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing C-2 proposed _____

Commercial Square Footage 4,188 square feet **Floor Area Ratio** _____

Gross Acres .21 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Wolfson Medical CTR Downtown **Contact** Eric M. Wolfson, D.O.

Address 6803 W Tropicana Ave, Suite 100 **Phone:** (702) 452-2525 **Fax:** _____

City Las Vegas **State** Nevada **Zip** 89103

E-mail Address _____

APPLICANT GB SCIENCES NEVADA LLC **Contact** John T. Moran III, Esq.

Address 630 South 4th Street **Phone:** (702) 384-8424 **Fax:** (702) 384-6568

City Las Vegas **State** Nevada **Zip** 89145

E-mail Address JT3.Moran@moranlawfirm.com

REPRESENTATIVE Moran Law Firm, LLC **Contact** John T. Moran III, Esq.

Address 630 South 4th Street **Phone:** (702) 384-8424 **Fax:** (702) 384-6568

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address JT3.Moran@moranlawfirm.com

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Dept of Planning
City of Las Vegas

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 Eric Wolfson

Subscribed and sworn before me

This 25 day of April, 2016.

Alice A. Rohr

Notary Public in and for said County and State

ALICE A. ROHR
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 02-78443-1
My Appt. Expires November 10, 2018

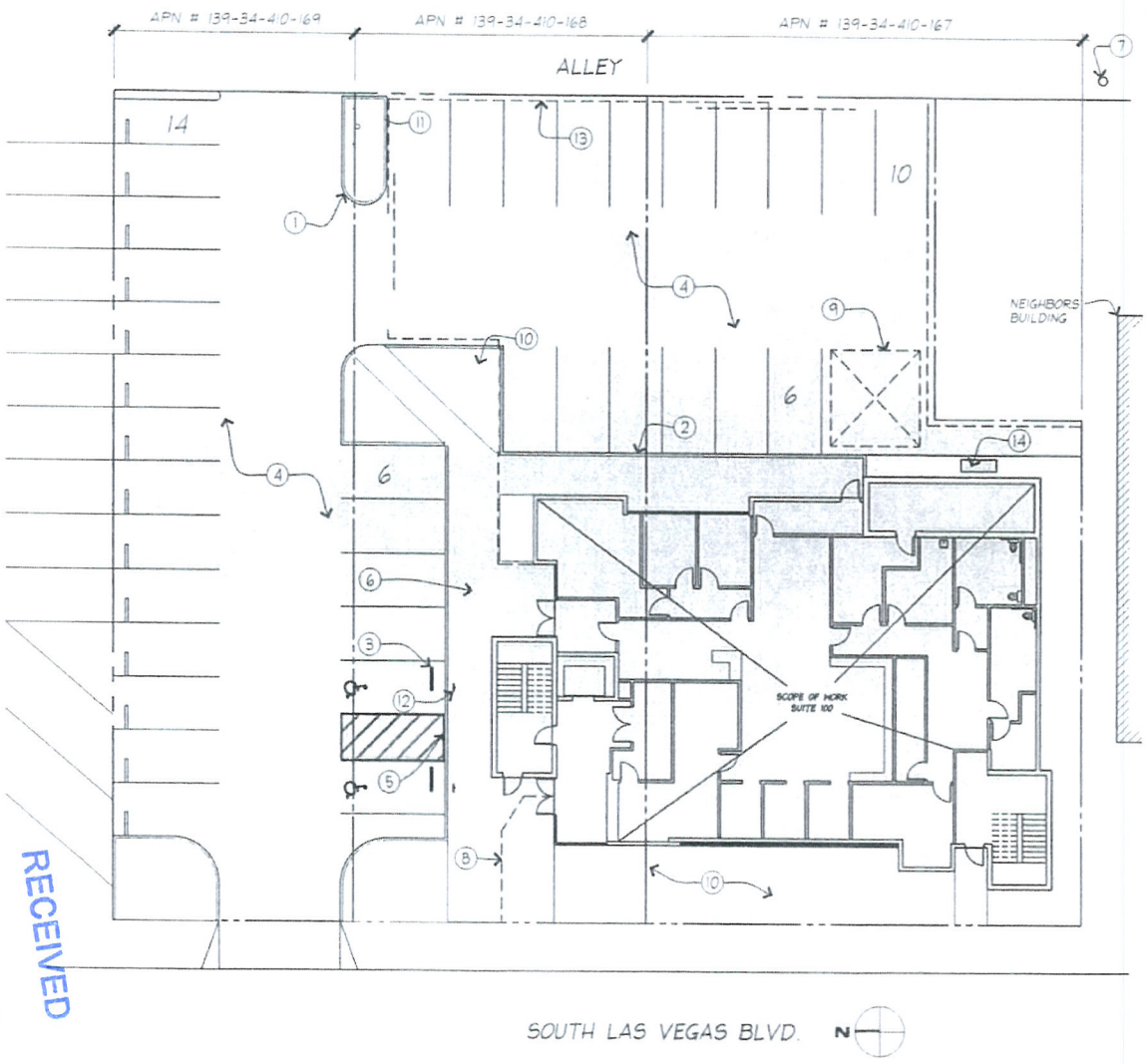
Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	EOT-64432
Meeting Date:	H/P 6.15.16
Total Fee:	300.00
Date Received:*	4-27-16
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf



PROJECT LOCATION

APN # 139-34-410-167
APN # 139-34-410-168
APN # 139-34-410-169

SITE SUMMARY

TOTAL SITE AREA 21,705 SF (0.50 AC.)

BUILDING SUMMARY

FLOOR AREA (SCOPE OF WORK)

SUITE 100 - GB SCIENCES	4,188 SF
SUITE 200 - OFFICES	4,008 SF

PARKING SUMMARY

PARKING REQUIRED

REQUIRED PARKING SPACES	4,188 SF / 175 SF	24

PARKING PROVIDED

STANDARD (9' x 18')	22
HANDICAP (13' x 18')	2
TOTAL PROVIDED	24

SITE KEYNOTES

1. CURB AND GUTTER
2. CONCRETE CURB
3. PRECAST CONCRETE WHEEL STOP
4. PAVING
5. 0" CURB FACE
6. CONCRETE WALKWAY
7. TRANSFORMER ON POWER POLE
8. 4'-0" ACCESSIBLE PATHWAY. MAX 5% SLOPE IN THE DIRECTION OF TRAVEL & 2% MAX CROSS SLOPE
9. TRASH ENCLOSURE
10. LANDSCAPE AREAS
11. ACCESSIBLE SITE DRIVEWAY ENTRY SIGN
12. HANDICAP PARKING SIGN
13. CHAIN LINK FENCE
14. MAIN ELECTRICAL SERVICE



VINICITY MAP

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City of Las Vegas

GB SCIENCES

921 S. LAS VEGAS BLVD. STE. 100 LAS VEGAS, NEVADA 89145 Architect: **C2G**

SITE PLAN 0 10 20

C2G 1403.07 08/18/14

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Department of Planning

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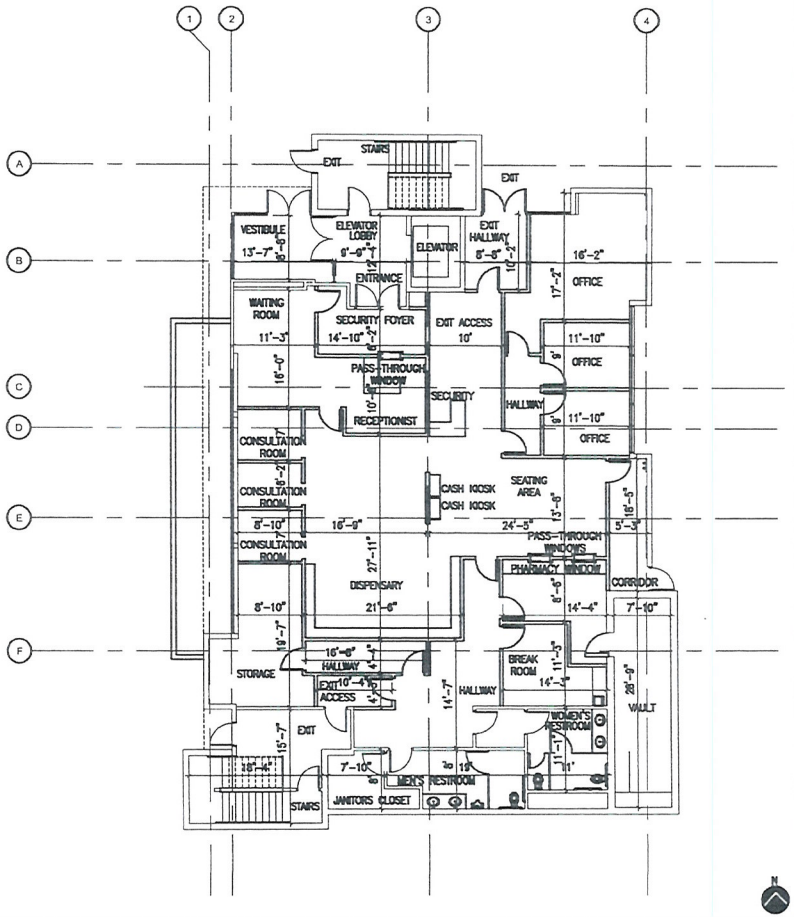

FLOOR PLAN 1/8" = 1'-0" (1)

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Department of Pla

EOT-64432

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planning/interior design
GARY GUY WILSON AIA ARCHITECTS,PC
(702)876-0668
professional corp / certified n.c.e.r.b.
architecture/engineering/site
4945 West Patrick Lane
Las Vegas, Nevada 89118

CONSULTANTS:
CIVIL: N/A
STRUCTL: N/A
ELEC: N/A
MECH: N/A

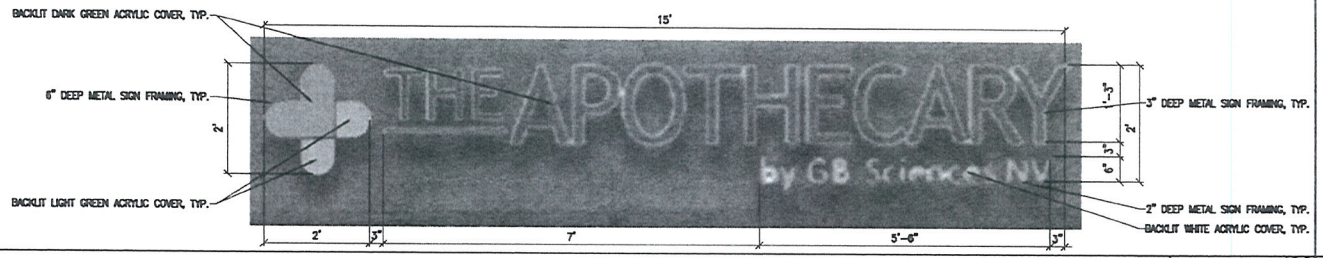
TENANT IMPROVEMENT @
921 S. LAS VEGAS BLVD.
FOR: GB SCIENCES NEVADA
LAS VEGAS, NEVADA

PROJ.NO.	150714 10.00
PRIN.ARCH.	G.G.WILSON,AIA
PROJ.ARCH.	MVM
JOB CAPT.	MML
TECH'N	JJC
ARCH.CHK.	GGW
PH-2/3	21JUL14
PH-4	"
PH-5	"

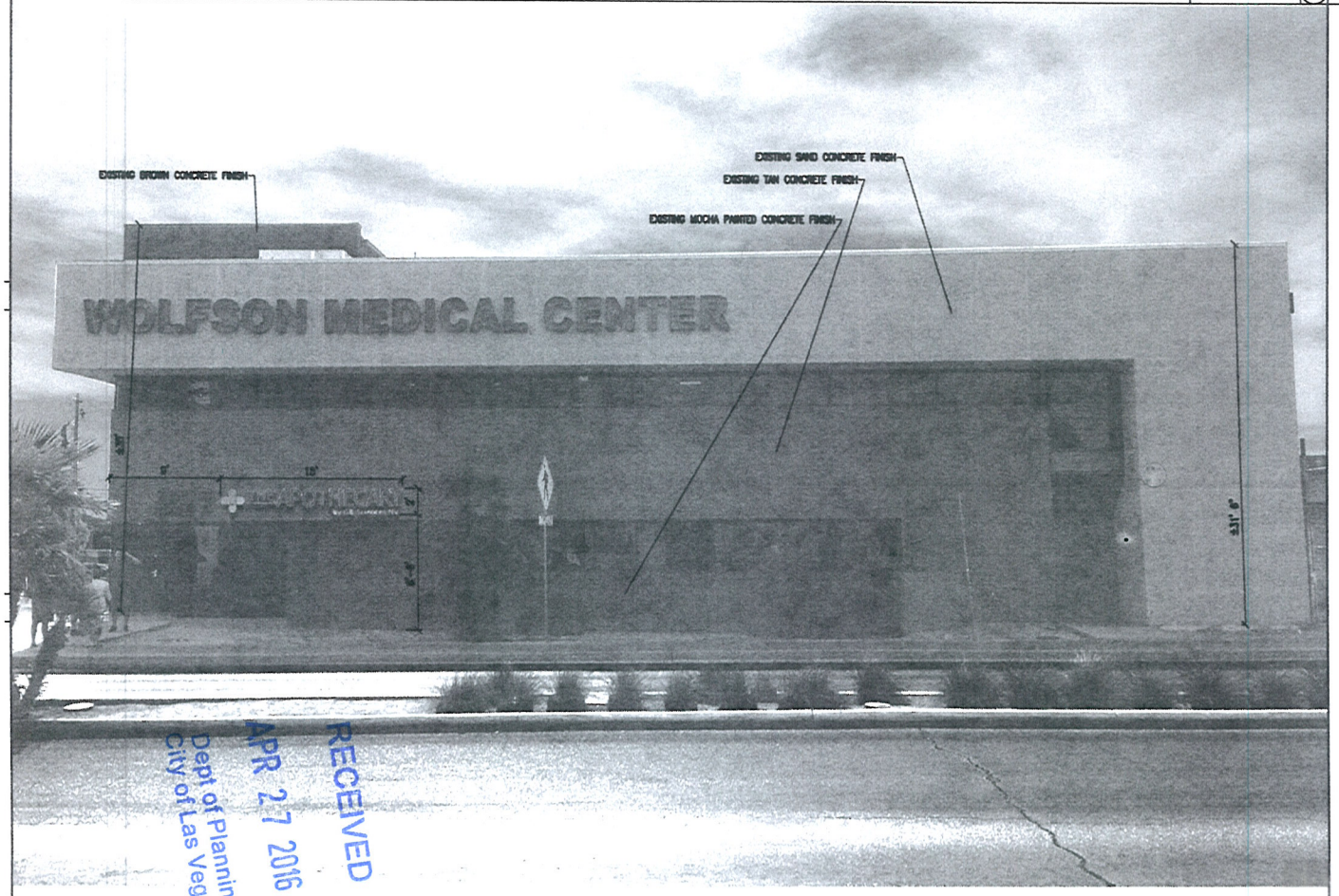
REVISIONS

PRINTS REQUIRE ARCHITECT'S SEAL & SIGN FOR PROOF OF VALIDITY

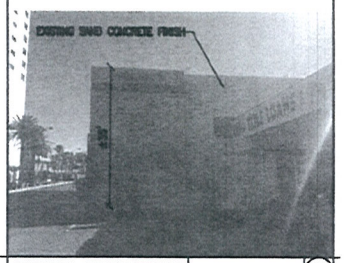
FLOOR PLAN
SHT.NO. A2.1



WEST ENTRANCE BUILDING SIGN ELEVATION SCALE: 1" = 1'-0" (8)



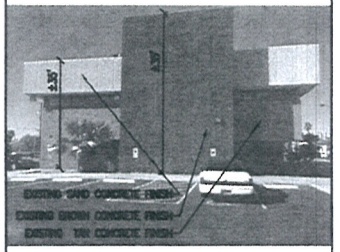
WEST ELEVATION SCALE: NONE (5)



SOUTH ELEVATION SCALE: NONE (4)



EAST ELEVATION SCALE: NONE (3)



NORTH ELEVATION SCALE: NONE (2)

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planning/interior design
AIA ARCHITECTS, PC
(702)876-0668
professional corp / certified n.c.a.r.b.
architecture/engineering/site
GARY GUY WILSON
945 West Patrick Lane
Las Vegas, Nevada 89110

CONSULTANTS:
CIVIL: N/A
STRUCTL: N/A
ELEC: N/A
MECH: N/A

TENANT IMPROVEMENT @
921 S. LAS VEGAS BLVD.
FOR: GB SCIENCES NEVADA
LAS VEGAS, NEVADA

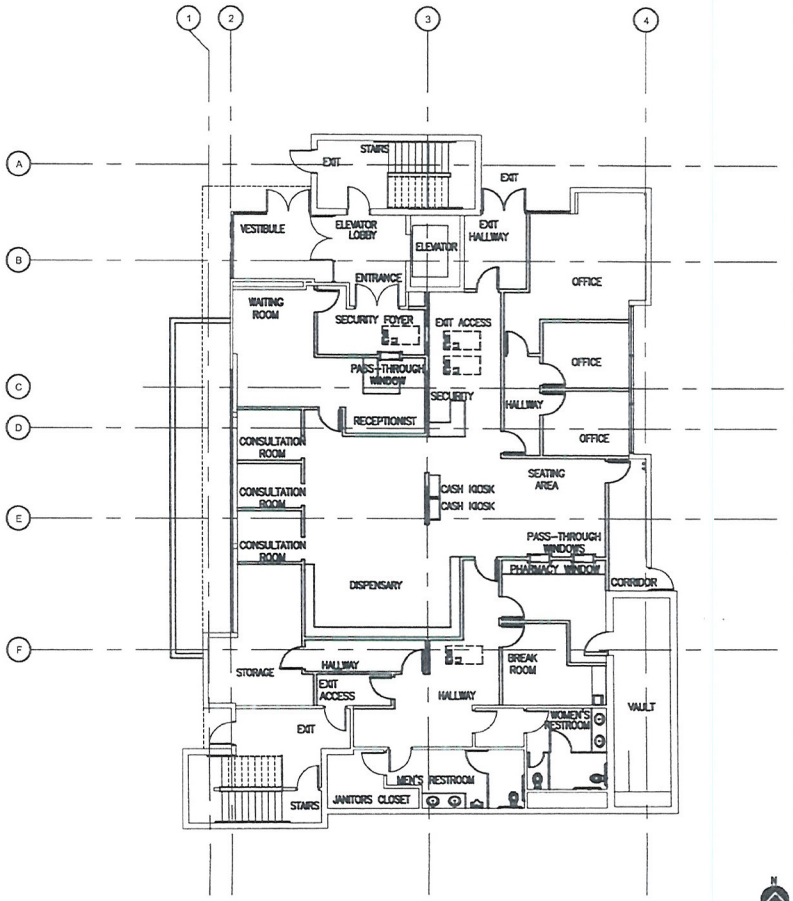
PROJ.NO.	15071410.00
PRIN.ARCH.	G.G.WILSON,AIA
PROJ.ARCH.	MVM
JOB CAPT.	MML
TECH'N	JJC
ARCH.CHK.	GGW
PH-2/3	21JUL14
PH-4	-
PH-5	-

REVISIONS

PRINTS REQUIRE ARCHITECT'S SEAL & SIGN FOR PROOF OF VALIDITY

SITE AND SIGN ELEVATIONS

SHT.NO. A1.2



VENTILATION PLAN 1/8" = 1'-0" (1)

KEYNOTES: THIS SHEET ONLY

ODOR CONTROL KEYNOTES

1. CEILING PLENUM MOUNTED AIR CONDITIONING UNIT WITH MERV 8 FILTER AND HIGH STATION.
2. FILTER RETURN GRILLE WITH 2" CHARCOAL FILTER (AIR WITHIN THESE ZONES CONTINUALLY FLOW THROUGH CHARCOAL FILTERS TO CONTROL ODORS.
3. THERE WILL BE NO PRODUCT PROCESSING OR PRODUCT REFINING IN THE PROPOSED GROUP M OCCUPANCY REQUIRING THE USE OF HAZARDOUS MATERIALS. ALL PRODUCTS WILL BE PRE-PACKAGED IN SMELL PROOF PACKAGING PRIOR TO ARRIVING AT THE LOCATION. THE INVENTORY THAT WILL BE USED AS SAMPLES FOR THE PATIENT CONSULTATIONS ARE MINIMAL AND WILL NOT REQUIRE ANY ODOR CONTROL MEASURES.

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architecture/engineering/AIA
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1945 West Patrick Lane
Las Vegas, Nevada 89118
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TENANT IMPROVEMENT @
921 S. LAS VEGAS BLVD.
FOR: GB SCIENCES NEVADA
LAS VEGAS, NEVADA

PROJ.NO.	15071410.00
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TECH'N	JJC
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PH-2/3	21JUL14
PH-4	-
PH-5	-

REVISIONS

PRINTS REQUIRE ARCHITECT'S SEAL & SIGN FOR PROOF OF VALIDITY

VENTILATION PLAN

A2.3

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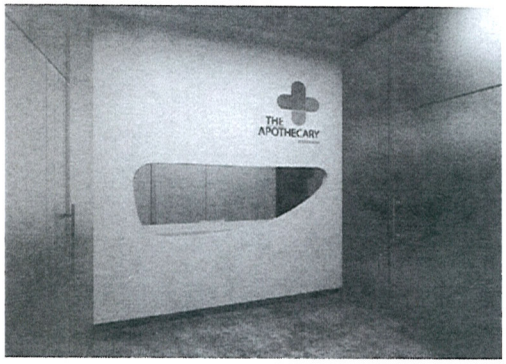
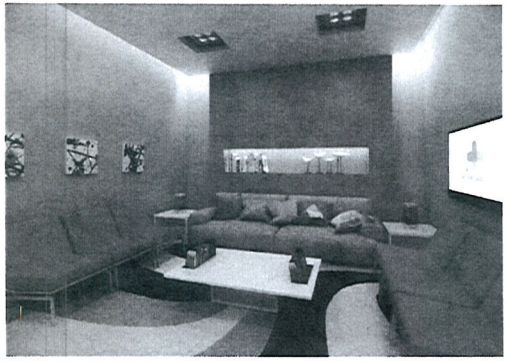


3 SECURITY FOYER



2 WAITING ROOM



1 DISPLAY AREA

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GB SCIENCES

LAS VEGAS, NEVADA 89145

Architect: **C2G**

INTERIOR SKETCHES

C2G 1403.06 07/18/14

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EOT-64432



EOT-64432 - APPLICANT: GB SCIENCE NEVADA, LLC - OWNER: WOLFSON MEDICAL CTR DOWNTOWN
921 SOUTH LAS VEGAS BOULEVARD, SUITE #100

05/05/16



EOT-64432 - APPLICANT: GB SCIENCE NEVADA, LLC - OWNER: WOLFSON MEDICAL CTR DOWNTOWN
921 SOUTH LAS VEGAS BOULEVARD, SUITE #100

05/05/16

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

November 3, 2014

Mr. Eric Wolfson
Wolfson Medical Center, Downtown
6803 West Tropicana Avenue, Suite #100
Las Vegas, Nevada 89145

RE: SUP-55277 - SPECIAL USE PERMIT
SPECIAL CITY COUNCIL MEETING OF OCTOBER 29, 2014

Dear Mr. Wolfson:

The City Council at a special meeting held October 29, 2014 APPROVED the request for a Special Use Permit FOR A PROPOSED 4,188 SQUARE-FOOT MEDICAL MARIJUANA DISPENSARY at 921 South Las Vegas Boulevard, Suite #100 (APNs 139-34-410-167, 168 and 169), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 30, 2014. This approval is subject to:

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Medical Marijuana Dispensary use.

2. Conformance to the associated final recommendation of the Downtown Design Review Committee (DDRC) shall be required.

3. No physician or medical person making recommendations for medical marijuana may be located within a dispensary.

4. 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.

5. All development shall be in conformance with the site plan date stamped 08/19/14, and building elevations, sign elevations and floor plan date stamped 08/04/14, 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.

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City of Las Vegas

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

EOT-64432

6. 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.

7. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

8. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

9. Prior to the submittal of a building permit application, the applicant shall meet with Department of Planning staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

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 Dispensary be removed.

15. All medical marijuana products shall remain in the original manufacturer's configuration intended for off-sale.

16. A Medical Marijuana Dispensary 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.

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City of Las Vegas

EOT-64432

18. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. John T. Moran
GB Sciences Nevada, LLC
630 South Fourth Street
Las Vegas, Nevada 89101

Mr. John T. Moran
Moran Law Firm
630 South Fourth Street
Las Vegas, Nevada 89101

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City of Las Vegas

EOT-64432

MORAN BRANDON
BENDAVID MORAN
ATTORNEYS AT LAW

JOHN T. MORAN, JR
LEW BRANDON, JR.
JEFFERY A. BENDAVID
J.T. MORAN III

ADAM S. DAVIS
JUSTIN W. SMERBER
DAVE M. BROWN
TRAVIS H. DUNSMOOR
MATTHEW B. SIBERT

April 19, 2016

VIA HAND DELIVERY

City of Las Vegas
Department of Planning
333 N. Rancho Drive
Las Vegas, NV 89106

RE: **GB SCIENCES NEVADA LLC: EXTENSION OF TIME FOR MME SPECIAL USE PERMIT**
Location: 921 South Las Vegas Boulevard, Suite 100, Las Vegas, Nevada 89101

To whom it may concern:

The following justification letter is provided in connection with GB Sciences Nevada LLC's land use application for an extension of time for a medical marijuana dispensary to be located at the above-referenced location. GB Sciences Nevada was previously approved for a dispensary at the South Las Vegas Boulevard location however, the applicant requires an extension of time because the building will not be completed by May 4th, 2016.

The proposed land use will continue to produce an environment of stable and desirable character consistent with the objectives of Title 19 and the Comprehensive Plan due to the area in which it will service. GB Sciences Nevada proposes to operate a medical marijuana dispensary at the subject location consistent with the requirements of Nevada Revised Statutes Chapter 453A. The proposed use is compatible with existing land uses on the same property and on surrounding properties and the subject site is physically suitable for the type and intensity of the use being proposed due to the fact that it is located within a C-2 Zoning District and is in close proximity to neighborhood services, such as public transportation, so that those authorized to use Medical Marijuana will have convenient access to a sufficient supply of Medical Marijuana.

Furthermore, the dispensary still maintains the minimum separation distances from schools and community facilities as evidenced by the certified report submitted by a professional land surveyor licensed in the State of Nevada which is included in this application.

Upon administrative approval of this Extension of Time Application, the applicant shall move forward with completing the on-site improvements. The improvements will ensure both the integrity of the facility's security and enhance the professional appearance of the building while meeting all regulations concerning signage and advertising.

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City of Las Vegas

Thank you for your time and attention to this correspondence. Should you have any questions or concerns please do not hesitate to contact me personally. I remain,

Very truly yours,

John T. Moran III, Esq.
MORAN BRANDON
BENDAVID MORAN

EOT-64432

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☒ **Consent** ☐ **Discussion**

SUBJECT:

DIR-64397 - WATER FEATURE EXEMPTION - APPLICANT/OWNER: SOUTH SHORES PROFESSIONAL CENTER, LLC - For possible action on a request TO ALLOW THE OPERATION OF TWO PROPOSED WATER FEATURES TOTALING 1000 SQUARE FEET at 8440 West Lake Mead Boulevard (APN 138-21-211-003), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Administrative Approval Letter – DIR-27946
5. Justification Letter

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: SOUTH SHORES PROFESSIONAL CENTER, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
DIR-64397	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

DIR-64397 CONDITIONS

Planning

1. The applicant shall pay a fee to the City of Las Vegas in the amount of $10,000.00 to operate the water feature through December 31, 2016. This fee shall be paid within 30 days of the approval of this application. For subsequent years in which Drought Watch or Drought Alert is declared, an annual fee of $250.00 shall be paid.

2. The applicant shall post a sign at each water feature to indicate an exemption has been received allowing its operation.

Staff Report Page One
June 15, 2016 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Water Feature Exemption for two (2) existing water features for a total of 1,000 square feet to be located within the South Shores Professional Center at 8440 West Lake Mead Boulevard. The activation of this water feature will not place an undue hardship on the Southern Nevada Water Authority or the City of Las Vegas. The applicant shall be in compliance with Title 14.10.030 regarding water features.

ANALYSIS

The applicant is requesting to reactivate an existing 1,000 square-foot water feature that re-circulates through the center of the office development into an area of collecting ponds. Under current drought conditions, a maximum of 25 square feet is permitted without receiving an exemption. This 1,000 square-foot water feature exceeds the maximum permissible area by 975 square feet. If there is no turf on the subject property, the ten dollar per square foot fee must be paid for the entire square footage of the water feature. As there is no turf to convert as part of this request, the amount of the fee the applicant shall be required to pay to allow for the operation of the water features during the current declaration of Drought Alert is $10,000.00. In subsequent years beginning January 1, 2016, Title 14.11 requires the property owner to pay an annual fee of $250.00 during Drought Watch or Alert Conditions to continue operating the water features.

FINDINGS

The activation of the 1,000 square-foot Water Feature's will not place an undue hardship on the Southern Nevada Water Authority or the City of Las Vegas. The applicant shall be in compliance with Title 14 regarding Water Features; therefore, staff recommends approval with conditions.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

JG

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Numbe DIR-64397 PN: 138-21-211-003

Name of Property Owner: South Shores Professional Center, LLC

Name of Applicant: South Shores Professional Center, LLC

Name of Representative: Michael Poura

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Michael Poura

Subscribed and sworn before me

This 21 day of APRIL, 20 16

_____

Notary Public in and for said County and State

Amanda W. Singer
Notary Public, State of Nevada
No: 10-2597-1
My Appt. Exp. July 14, 2018

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City of Las Vegas

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: South Shores Professional Center, LLC

Project Address (Location) 8440 West Lake Mead Boulevard

Project Name South Shores Professional Center **Proposed Use** Water Feature

Assessor's Parcel #(s) 138-21-211-003 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing C1 proposed C1

Commercial Square Footage 29,482 **Floor Area Ratio** _____

Gross Acres 2 **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER South Shores Professional Center, LLC **Contact** Michael Poura

Address 8440 West Lake Mead, Suite 101 **Phone:** (702) 894-4405 **Fax:** N/A

City Las Vegas **State** Nevada **Zip** 89128

E-mail Address mike@tpmlasvegas.com

APPLICANT South Shores Professional Center, LLC **Contact** Michael Poura

Address 8440 West Lake Mead, Suite 101 **Phone:** (702) 894-4405 **Fax:** N/A

City Las Vegas **State** Nevada **Zip** 89128

E-mail Address mike@tpmlasvegas.com

REPRESENTATIVE MDL Group **Contact** Debbie Gaylord

Address 3065 South Jones Boulevard, Suite 201 **Phone:** (702) 388-1800 **Fax:** (702) 388-1010

City Las Vegas **State** Nevada **Zip** 89146

E-mail Address dgaylord@mdlgroup.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 Michael Poura

Subscribed and sworn before me

This 21 day of APRIL, 20 16.

_____

Notary Public in and for said County and State

Amanda W. Singer
Notary Public, State of Nevada
No: 10-2597-1
My Appt. Exp. July 14, 2018

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	DIR-64397
Meeting Date:	06/15/16
Total Fee:	N/A
Date Received:*	04/26/16
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

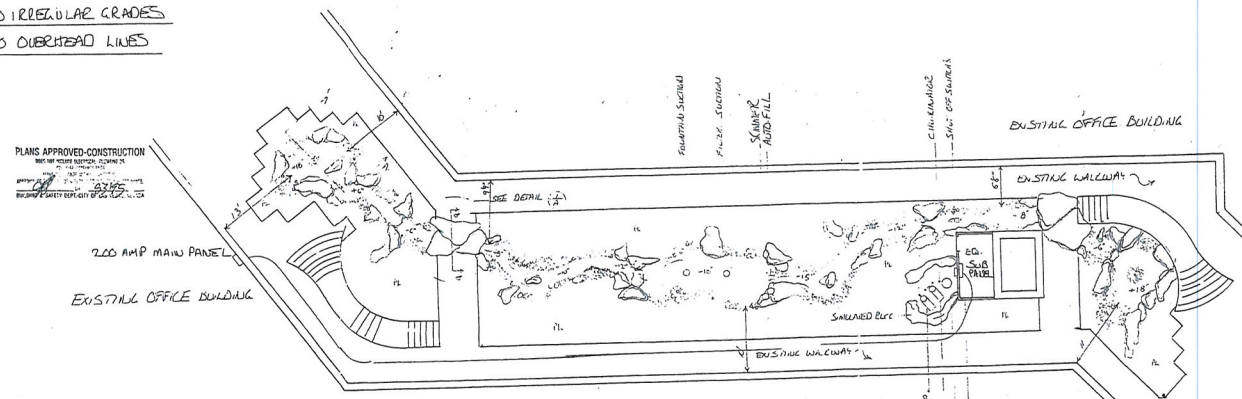
RECEIVED
APR 26 2016
Dept of Planning
City of Las Vegas

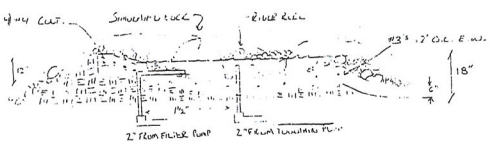
NO IRREGULAR GRADES
NO OVERHEAD LINES

PLANS APPROVED-CONSTRUCTION
BUILDING & SAFETY DEPT. OF LAS VEGAS, NEVADA
BY 6345

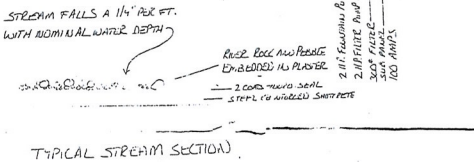
200 AMP MAIN PANEL

EXISTING OFFICE BUILDING

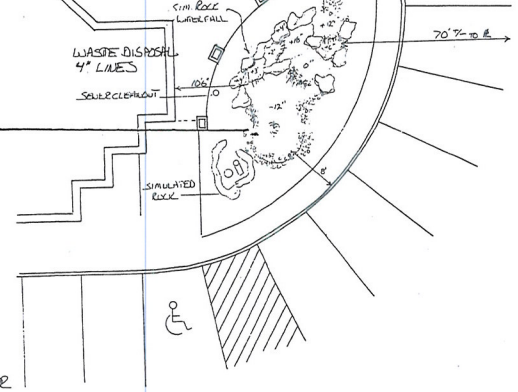


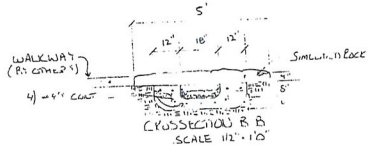


CROSS SECTION A.A.
SCALE 1 1/2" = 1'0"



TYPICAL STREAM SECTION
N.T.S.





CROSS SECTION B.B.
SCALE 1/2" = 1'0"

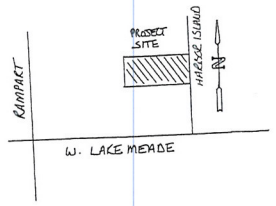


DETAIL A.
TYP OF 2

STREAM FIN SPECIFICATIONS
142'x5' AVG. 700 SQ.FT.
15" MAX. DEPTH
2000 GALLONS 16 MINUTE TURNOVER
2 H.P. FILTER PUMP 10.5 FLA. 230 VOLTS
2 H.P. FOUNTAIN PUMP " " " "
300# CARTRIDGE FILTER
RAINBOW CHLORINATOR
PAC-FAB SKIMMER
A-A AUTO-FILL

FRONT FIN. SPECIFICATIONS
13'x25' 300 SQFT.
15" MAX. DEPTH
1000 GALLONS 8 MINUTE TURNOVER
2 H.P. FILTER/FTN. PUMP 10.5 FLA 230 V.
300# CARTRIDGE FILTER
RAINBOW CHLORINATOR
PAC-FAB SKIMMER
A-A AUTO-FILL

STRUCTURAL SPECIFICATIONS (TYP. OF 2)
STEEL REINFORCED SHOTCRETE
6"½ SACK PEA GRAVEL
2500 P.S.I. MIN.



SIMULATED ROCK
RIVER ROCK
SIM. ROCK SPILLWAY
RIVER ROCK SPILLWAY
FOUNTAIN
PLANTER

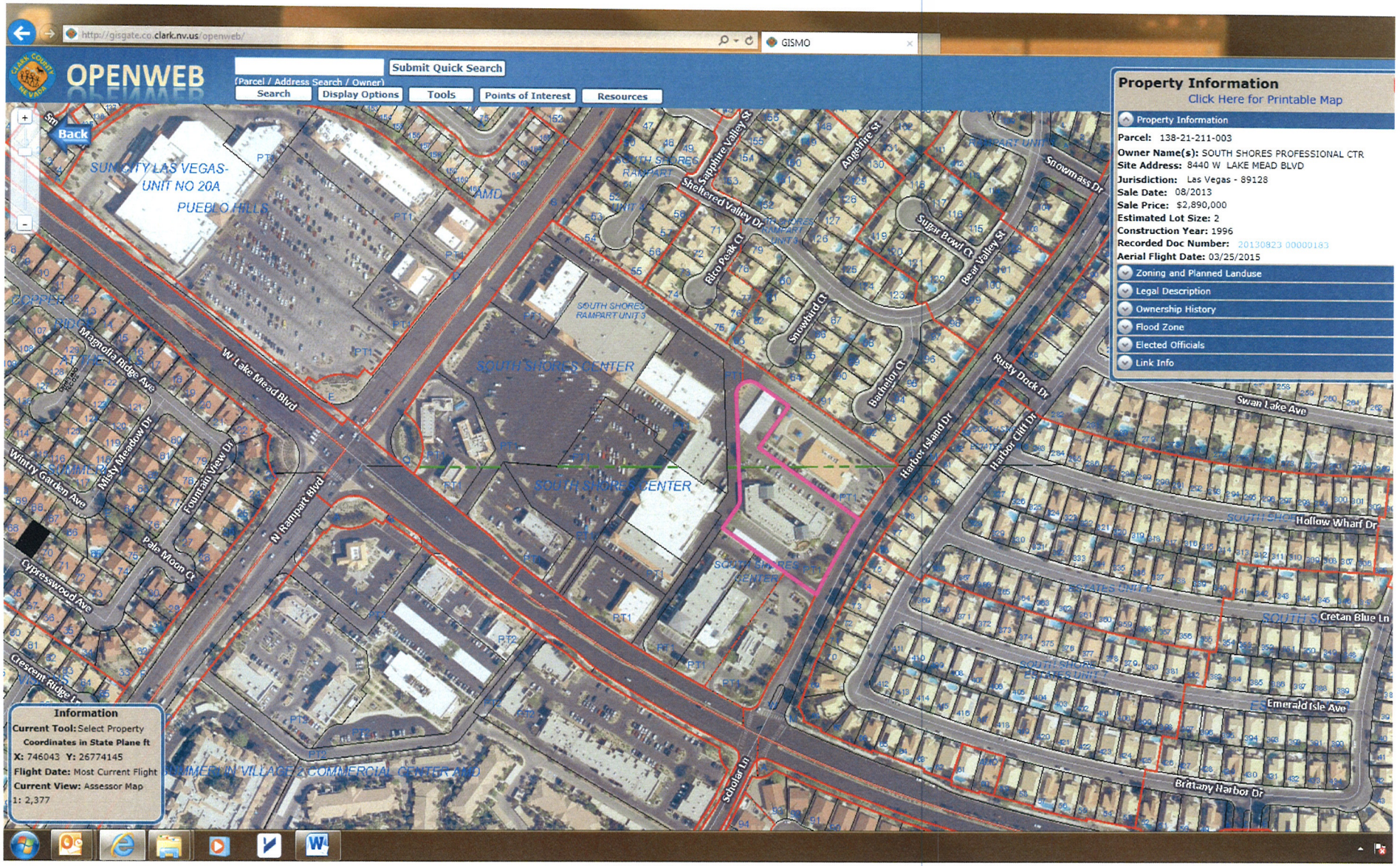
N
W
E
S

APPROVED
CLARK COUNTY DEPARTMENT OF BUILDING & FIRE PREVENTION
BY 6345

"FOUNTAINS"
SOUTH SHORES COMMERCIAL CENTER
TOPOCK & EASTERN
LAS VEGAS, NEVADA
STEVE KRAFFT ENT. INC. PHONE 876-4206
LANDSCAPE ARCHITECT
ENGINEER
ELEC.
MECH.
PLUMB.
CONTRACTOR
DATE
SCALE 1/8" = 1'
JOB
SHEET
OF 1

DIR-64397

RECEIVED
APR 26 2016
Dept of Planning
City of Las Vegas



RECEIVED

APR 26

DIR-64397

Dept of Planning
City of Las Vegas

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

June 23, 2010

South Shores Professional Center, LLC
Attn: Michel Mahban
3050 Sirius Avenue, #103
Las Vegas, Nevada 89102-0434

RE: WATER FEATURE EXEMPTION (DIR-27946) ENTITLEMENT

Dear Mr. Mahban:

The Las Vegas City Council had previously approved a request for a Water Feature Exemption (DIR-27946) on June 4, 2008 to operate an 855 square-foot water fountain within an existing office development located at 8440 West Lake Mead Boulevard.

Planning and Development Department staff was contacted by a representative from the MDL Group who requested that the Water Feature Exemption (DIR-27946) be cancelled. They stated that due to a lack of available funds, they have not been able to pay the agreed upon fees totaling $8,800.00, nor did they exercise the entitlement by operating the water feature.

Effective immediately, the Water Feature Exemption (DIR-27946) has been expunged. In order to operate the fountain, you will need to reapply for a Water Feature Exemption and receive City Council approval. If you have any questions, please contact me at (702) 229-6895.

Sincerely,

Debbie Sullivan, Planner I
Current Planning Division
Planning & Development Department

CC: MDL Group
Attn: Kristina Shahidi
3065 S. Jones Boulevard
Las Vegas, Nevada 89146

Las Vegas Valley Water District
Attn: Dennis Demera
1001 S. Valley View Boulevard
Las Vegas, Nevada 89107

Mayor
Oscar B. Goodman

City Council
Gary Reese
Mayor Pro Tem)
Steve Wolfson
Bob Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

CITY OF LAS VEGAS NEVADA

07101-001-06-09

RECEIVED
APR 26 2016
Dept of Planning
City of Las Vegas

DIR-64397

MDLGroup

3065 South Jones Boulevard, Suite 201
Las Vegas, Nevada 89146
T(702) 388-1800
F(702) 388-1010
www.mdlgroup.com

April 20, 2015

City of Las Vegas Nevada
Las Vegas Planning & Development
333 North Rancho Drive
Las Vegas, Nevada 89106

Re: South Shores Professional Center, LLC – Water Feature Exemption
8440 West Lake Mead Boulevard, Las Vegas, Nevada 89128
Las Vegas Water District Account Number: 0487961476-8

Dear Sir or Madam:

This letter shall serve as our request for a water feature exemption for the property located at 8440 west Lake Mead Boulevard, Las Vegas, Nevada. This request was originally submitted and approved on June 4, 2008 (DIR-27946) by your office by South Shores Professional Center, LLC owned by Michael Mahban. Unfortunately, the previous owner was unable to follow through with this exemption and it was expunged effective June 23, 2010.

On behalf of South Shores Professional Center, LLC, under new ownership, would like to submit for a Water Feature Exemption at this property. There are two (2) water features at the property. We have already mad adjustments to the water feature by removing the sprayer heads which minimizes the amount of water loss, due to evaporation. Additionally this water feature consisting of a fountain and stream is a working self-contained sealed vessel that recycles the water though a filtration system. The system consists of a pump and a filter. This system functions the same as a swimming pool.

Based on the information provided previously and above, we would appreciate all consideration in our obtaining the Water Feature Exemption for this property, in allowing the water feature to operate.

If you should have any questions or concerns, please do not hesitate to contact our office at 702-388-1800. We are happy to answer any questions regarding our request. Thank you in advance for your time and consideration. This is greatly appreciated.

Respectfully,

SOUTH SHORES PROFESSIONAL CENTER, LLC

Michael Poura
Owner

MP/DG/kf

DIR-64397

RECEIVED

APR 26 2015

Dept of Planning
City of Las Vegas

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

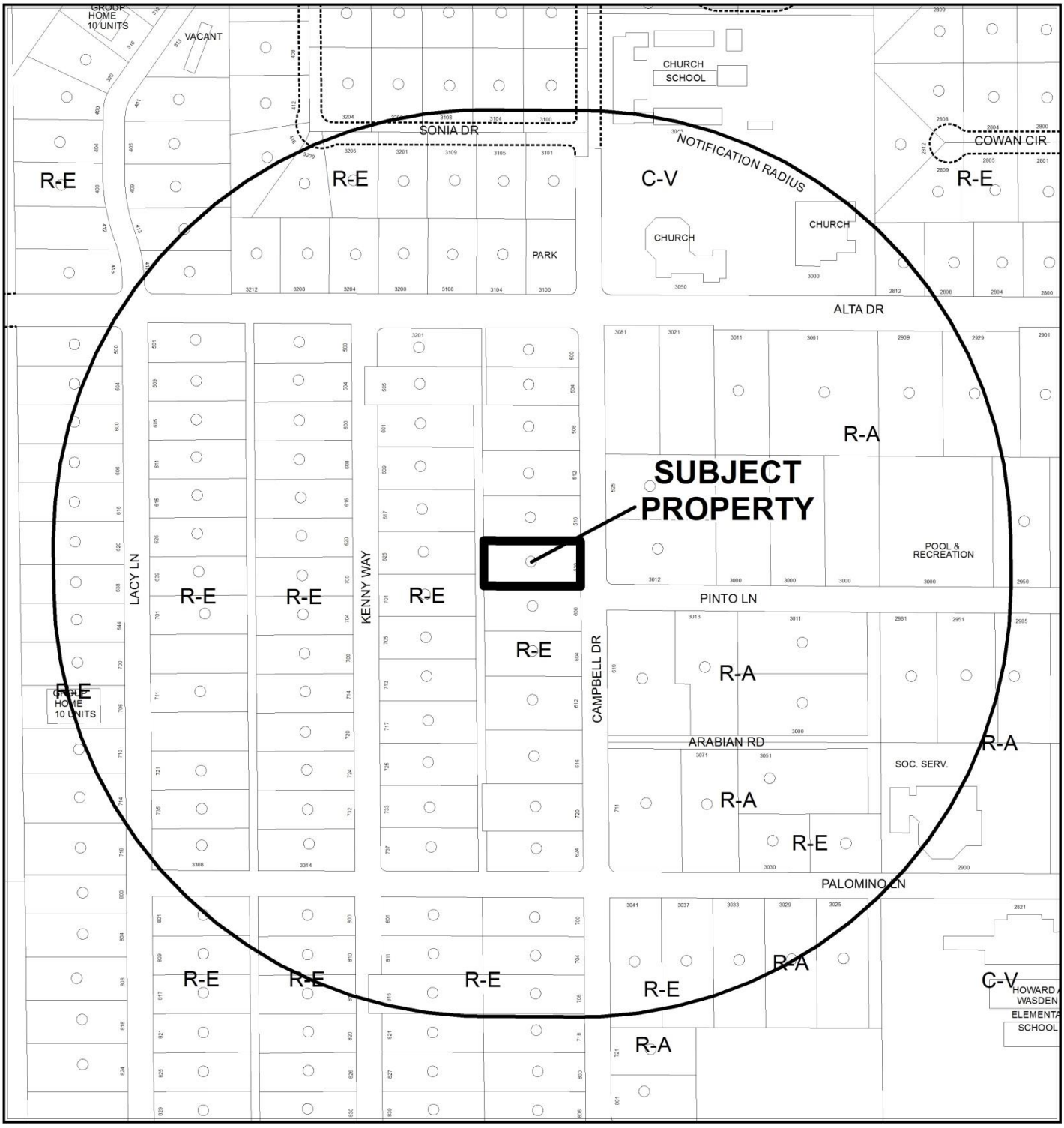
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-62203 - ABEYANCE ITEM - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: ZARBOD ZANGANEH - For possible action on a required review of Variance (VAR-57690) TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE 15 FEET IS REQUIRED AND A ZERO-FOOT DISTANCE SEPARATION FROM THE MAIN DWELLING WHERE SIX FEET IS REQUIRED FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II) [SHED I]; AND A ZERO-FOOT SIDE YARD SETBACK FOR AN EXISTING CARPORT WHERE 15 FEET IS REQUIRED; A ZERO-FOOT SIDE YARD SETBACK FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II) [SHED II] AND AN EIGHT-FOOT SIDE YARD SETBACK FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II) [SHED III] WHERE TEN FEET IS REQUIRED at 520 Campbell Drive (APN 139-32-311-015), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**2**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - VAR-57690
6. Protest Postcards



CASE: **RQR-62203**

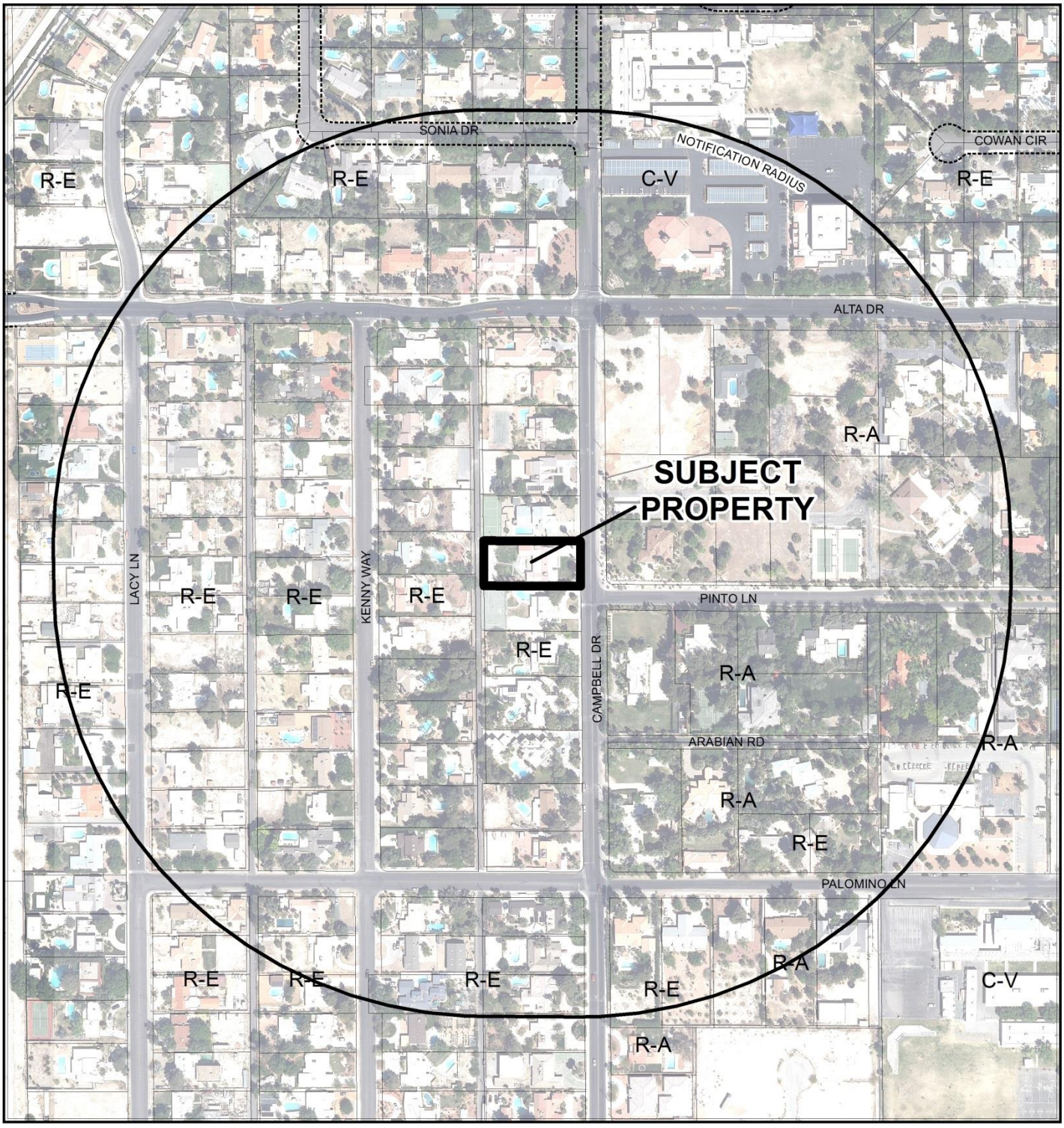
RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

0 300 600

Feet

N



CASE: **RQR-62203**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

0 300 600 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: ZARBOD ZANGANEH

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-62203	Staff recommends DENIAL.	

** CONDITIONS **

RQR-62203 CONDITIONS

Planning

1. Conformance to the conditions of Variance (VAR-57690).

2. This Variance shall be reviewed in one (1) year, at which time the City Council may rescind the Variance. 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 structures requiring the Variance are removed.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

YK

** STAFF REPORT **

PROJECT DESCRIPTION

This is a Required Review of a previously approved Variance (VAR-57690), which allowed an existing Accessory Structure (Class II) to encroach into the side yard setback and be located zero feet from the main dwelling unit where six feet is the minimum distance separation required. In addition, it allowed an existing carport and two additional Accessory Structures (Class II) to encroach into the side yard setback. Since approval, the applicant has not complied with Condition #6 "all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety within 60 days," as required by the approval letter dated May 20, 2015. Therefore, staff finds the property not in conformance with the Conditions of Approval of the Variance and recommends denial of the Required Review. If denied, the property would be required to come into conformance with all setback codes.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/19/02	The City Council approved a General Plan Amendment (GPA-0047-01) to amend portions of the Southeast Sector map of the General Plan in the general vicinity of the Charleston Boulevard/Rancho Drive intersection from SC (Service Commercial) to O (Office), from R (Rural Density Residential), L (Low Density Residential) and O (Office) to DR (Desert Rural Density Residential) in accordance with the recommendations of the Rancho Charleston Land Use Study and Strategic Plan. The Planning Commission was unable to obtain a supermajority vote. Staff recommended approval.
09/03/14	A code enforcement citation (#145210) was issued for an illegal carport and storage sheds at 520 Campbell Drive. The case remains open and the citation remains unresolved.
05/20/15	The City Council approved a Variance (VAR-57690) to allow a zero-foot side yard setback where 15 feet is required and a zero-foot distance separation from the main dwelling where six feet is required for an existing Accessory Structure (Class II) [Shed I]; and a zero-foot side yard setback for an existing carport where 15 feet is required; a zero-foot side yard setback for an existing Accessory Structure (Class II) [Shed II] and an eight-foot side yard setback for an existing Accessory Structure (Class II) [Shed III] where ten feet is required at 520 Campbell Drive. The Planning Commission recommended approval and staff recommended denial.
12/16/15	The City Council voted to hold this request in abeyance to the March 16, 2016 City Council meeting to allow the applicant time to conform to all conditions of approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/16/16	The City Council voted to hold this request in abeyance to the May 18, 2016 City Council meeting to allow the applicant time to conform to all conditions of approval.
03/14/16	Code Enforcement inspected the property and determined that Conditions One & Five of Variance (VAR-57690) is met. A partial approval was made, but the case remains open. The applicant has been working with staff to bring the property into full compliance.
05/18/16	The City Council voted to hold this request in abeyance to the June 15, 2016 City Council meeting.

Most Recent Change of Ownership	
06/30/14	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c. 1974	The existing 3,685 square-foot single-family residence was constructed.
01/06/16	A building permit (#306879) was issued for the garage/carport to be brought to code compliance. Several inspections have been conducted , but the permit has not been finalized as of 05/24/16.
04/12/16	A building permit (#313113) for revisions to permit (#306879) was approved.

Field Check	
11/19/15	Staff conducted a field check of the subject site and found that no changes have been made that are visible from the Campbell Drive right-of-way. From the right-of-way, staff could determine that the carport is still connected to the wall of both the home and the side yard wall in violation of Condition #1. Staff could also see that the wrought iron fencing enclosing the north elevation of the carport remains in violation of Condition #5. Staff also confirmed that no building permits have been applied for resulting in violation of Condition #6.
02/25/16	Staff conducted a follow-up field check of the subject site. No changes have been made and the property is still not in conformance with the Conditions of Approval for the Variance. I spoke with the owner via phone and he informed me that he has been working with City staff to resolve the issues. Photos were taken to update the case file.
04/18/16	Staff visited the site and spoke with the construction workers present. They were working on removing four and one-half feet of the carport from the north property wall. They also indicated that they were contracted to remove the metal shed in the rear yard and move the wood shed in the south rear yard to meet required code setbacks. Neither of these had been completed at this time.
05/24/16	Staff visited the site and confirmed that all the setback violations have been corrected. Photos were taken to confirm.

Details of Application Request	
Site Area	
Net Acres	0.54

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Site	Single-Family Residential	DR (Desert Rural Density Residential)	R-E (Residence Estates)
South	Single-Family Residential	DR (Desert Rural Density Residential)	R-E (Residence Estates)
East	Single-Family Residential	DR (Desert Rural Density Residential)	R-A (Ranch Acres)
West	Single-Family Residential	DR (Desert Rural Density Residential)	R-E (Residence Estates)
North	Single-Family Residential	DR (Desert Rural Density Residential)	R-E (Residence Estates)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
A-O (Airport Overlay) District (175-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***
Carport Min. Setbacks • Front • North Side	50 Feet 15 Feet	52 Feet 2 Feet	Y Y*
Accessory Structure "A" Min. Setbacks • North Side • Distance to Main Dwelling Unit	10 Feet 6 Feet	2 Feet 0 Feet	Y* Y*

**Approved via Variance (VAR-57690)*

DEVELOPMENT STANDARDS

Standards	*Code Requirements*	*Provided*	*Compliance*
Accessory Structure "C" Min. Setbacks • South Side • Rear	 10 Feet 10 Feet	 10 Feet 58 Feet	 Y Y

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Campbell Drive	Collector Street	Master Plan of Streets and Highways	60	Y

FINDINGS

The applicant has complied with all but a portion of one Condition of the City Council approved Conditions for Variance (VAR-57690) as required. They specifically have not met Condition #6. For this reason, staff recommends denial of the Required Review.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 23

NOTICES MAILED 119 (By Planning)

APPROVALS 0

PROTESTS 2

YK

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-62203 APN: 139-32-311-015

Name of Property Owner: ZAR ZANGANEH

Name of Applicant: _____

Name of Representative: ZAR ZANGANEH

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: ZAR ZANGANEH

Subscribed and sworn before me

This 22nd day of January, 2015

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
STEPHANIE DIBBS
Appt. No. 06-108939-1
My Appt. Expires July 19, 2018

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: SET BACK VARIANCES

Project Address (Location) 520 CAMPBELL DR 89107

Project Name PR-57148 **Proposed Use** SFR

Assessor's Parcel #(s) 139-32-311-015 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER ZAR ZANGANEH **Contact** 702-501-3807

Address 520 CAMPBELL DR 89107 **Phone:** 501-3807 **Fax:** 684-6101

City LAS VEGAS **State** NV **Zip** 89107

E-mail Address ZAR89131@AOL.COM

APPLICANT ZAR ZANGANEH **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE ZAR ZANGANEH **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 ZAR ZANGANEH

Subscribed and sworn before me

This 22 day of January, 2015.

Stephanie Dibbs

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
STEPHANIE DIBBS
Appt. No. 06-108939-1
My Appt. Expires July 19, 2018

FOR DEPARTMENT USE ONLY

Case #	RQR-62203
Meeting Date:	12/16/15 CC
Total Fee:	
Date Received:*	
Received By:	

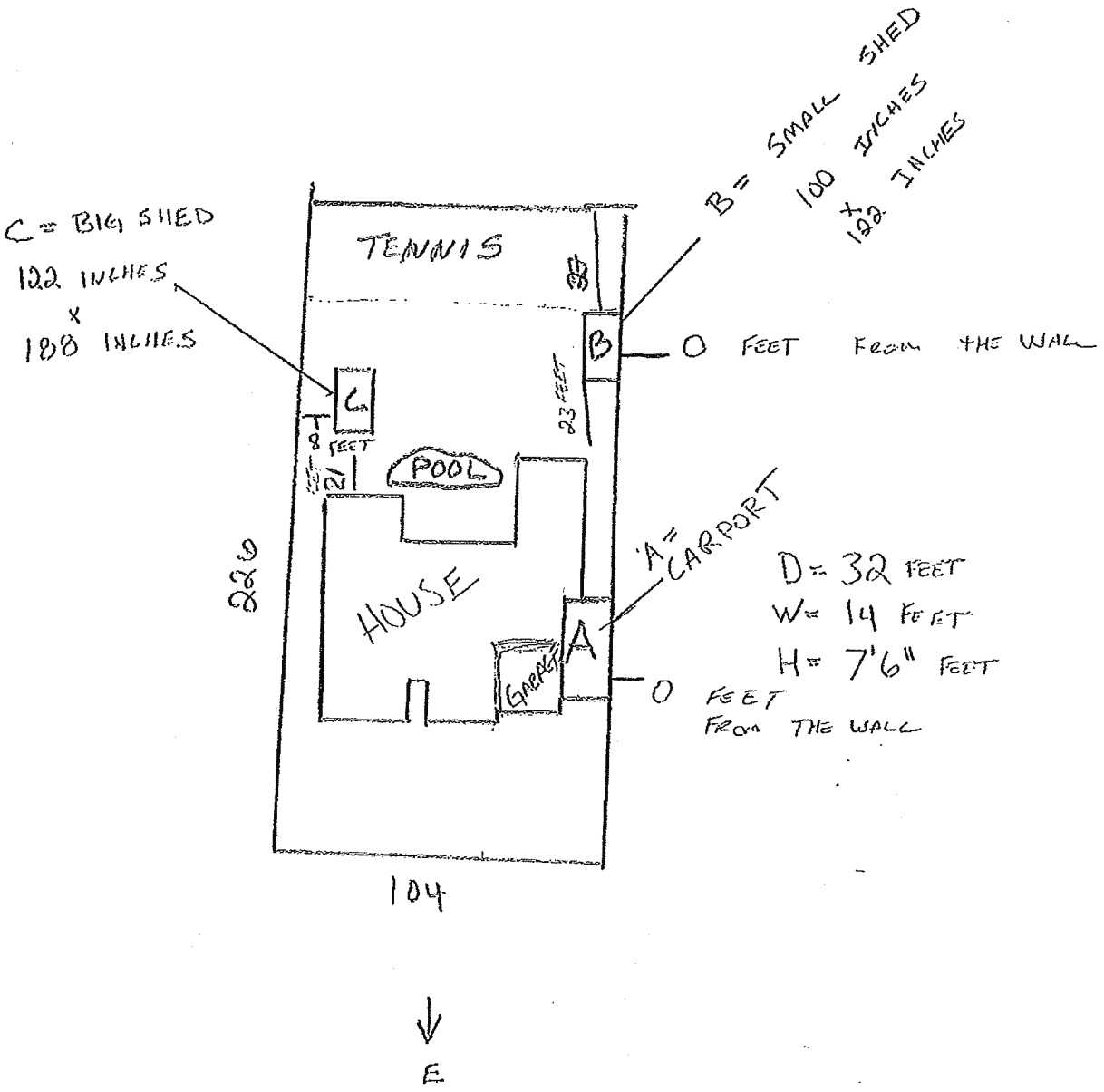
*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

520 CAMPBELL

HOUSE WAS 3,685

AFTER EXPANSIONS IT IS 4,369

PER PLANS



RQR-62203

RQR-62203

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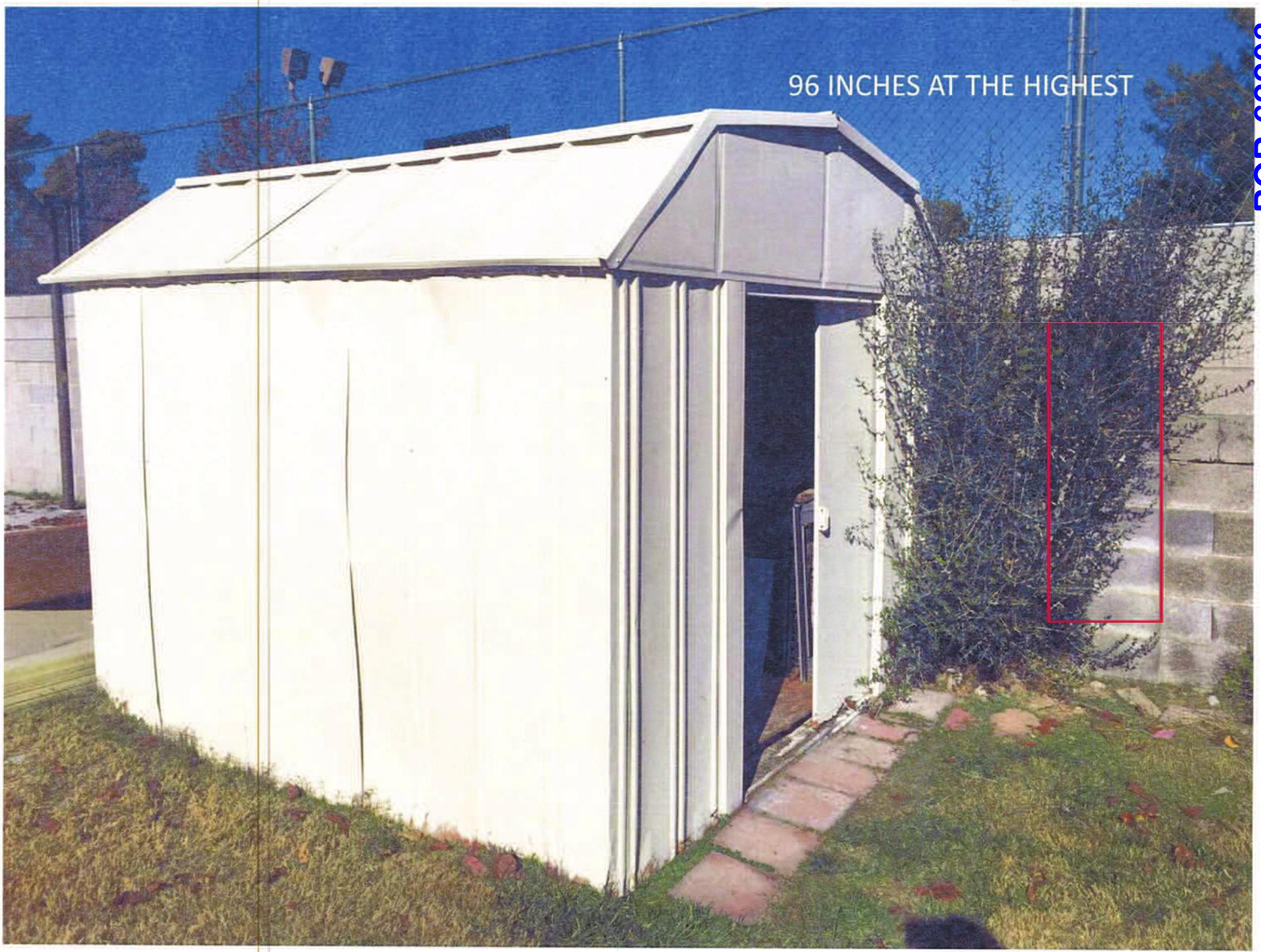

RQR-62203

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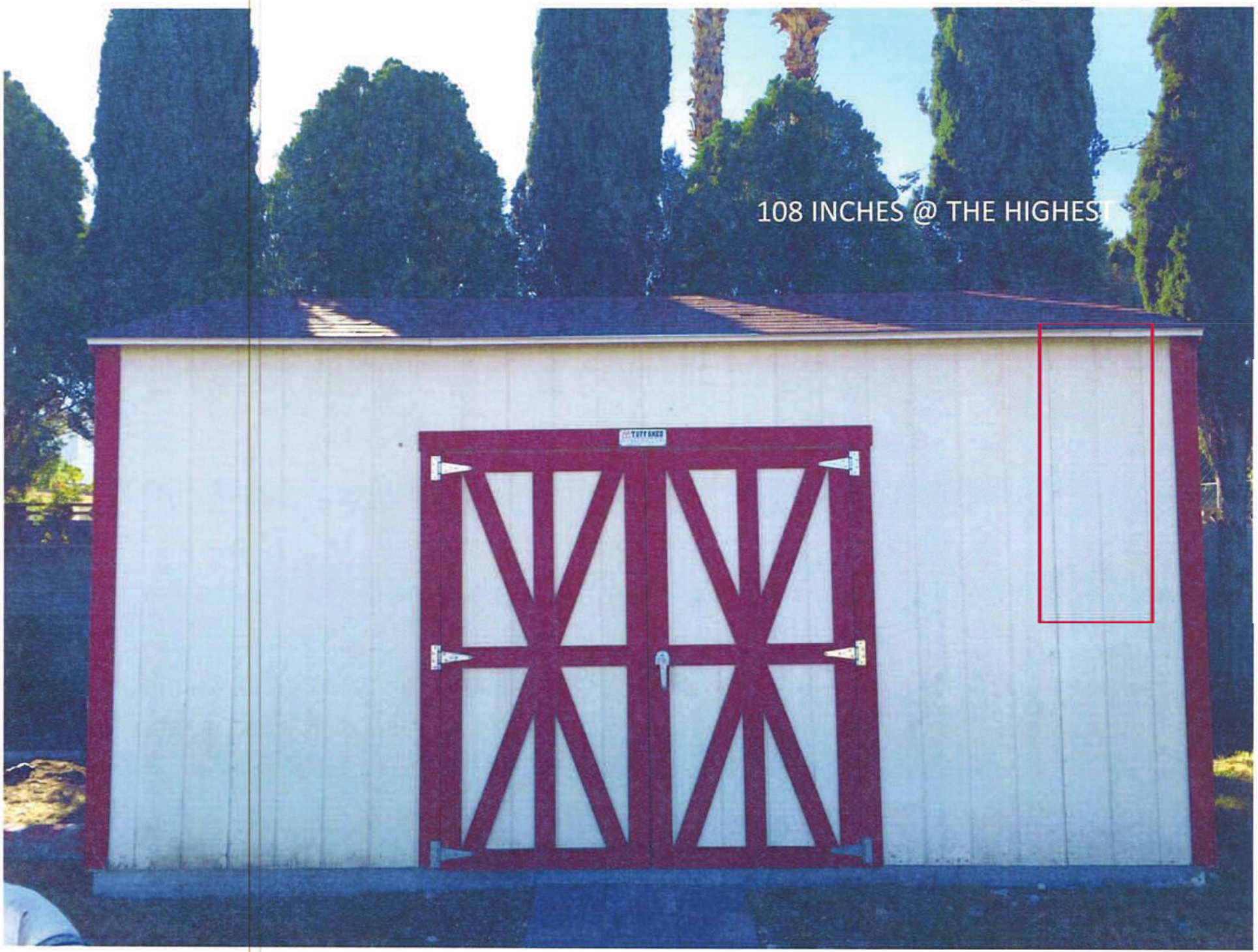
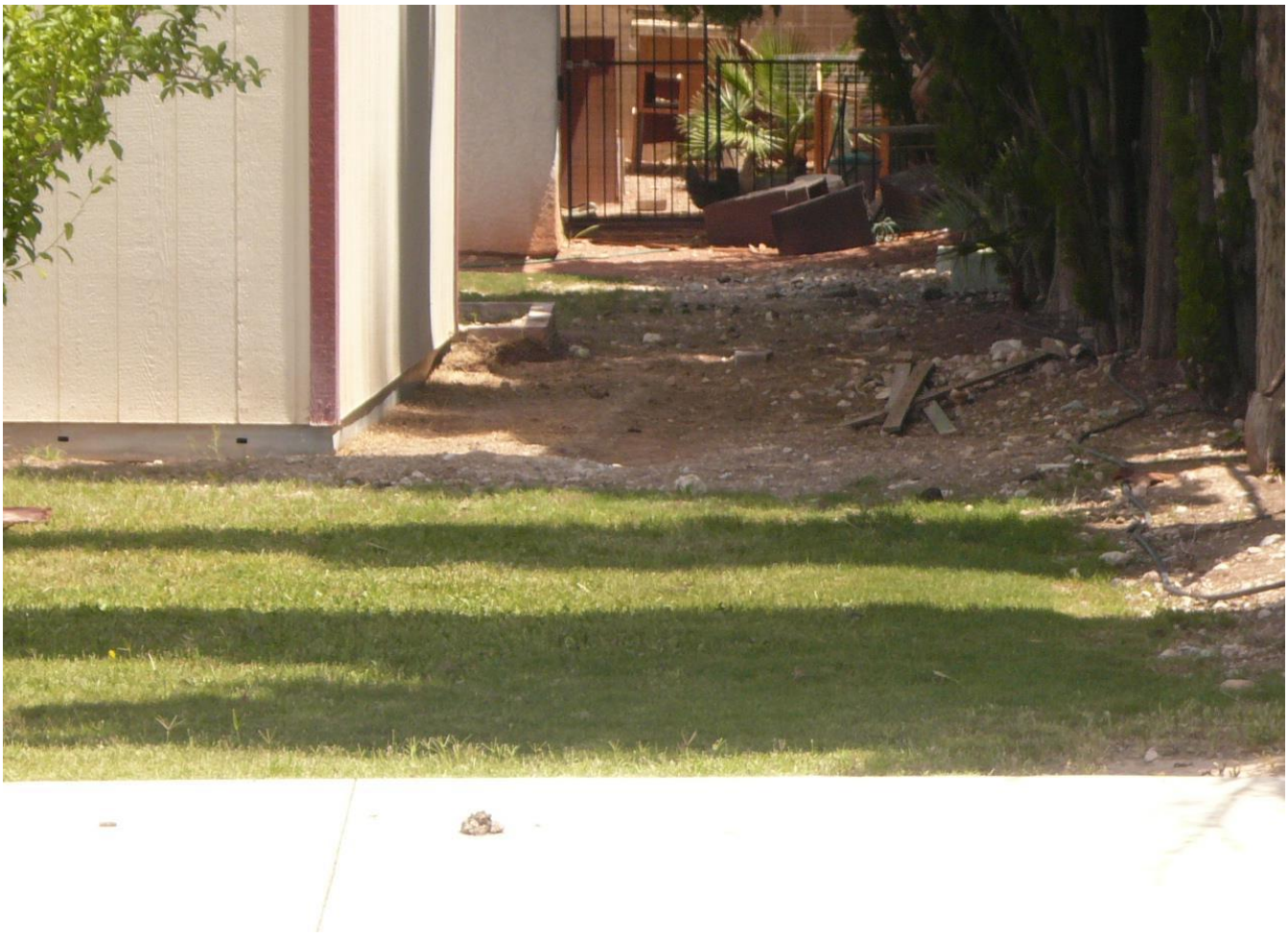


RQR-62203



RQR-62203 - APPLICANT/OWNER: ZARBOD ZANGANEH
520 CAMPBELL DRIVE

05/24/16



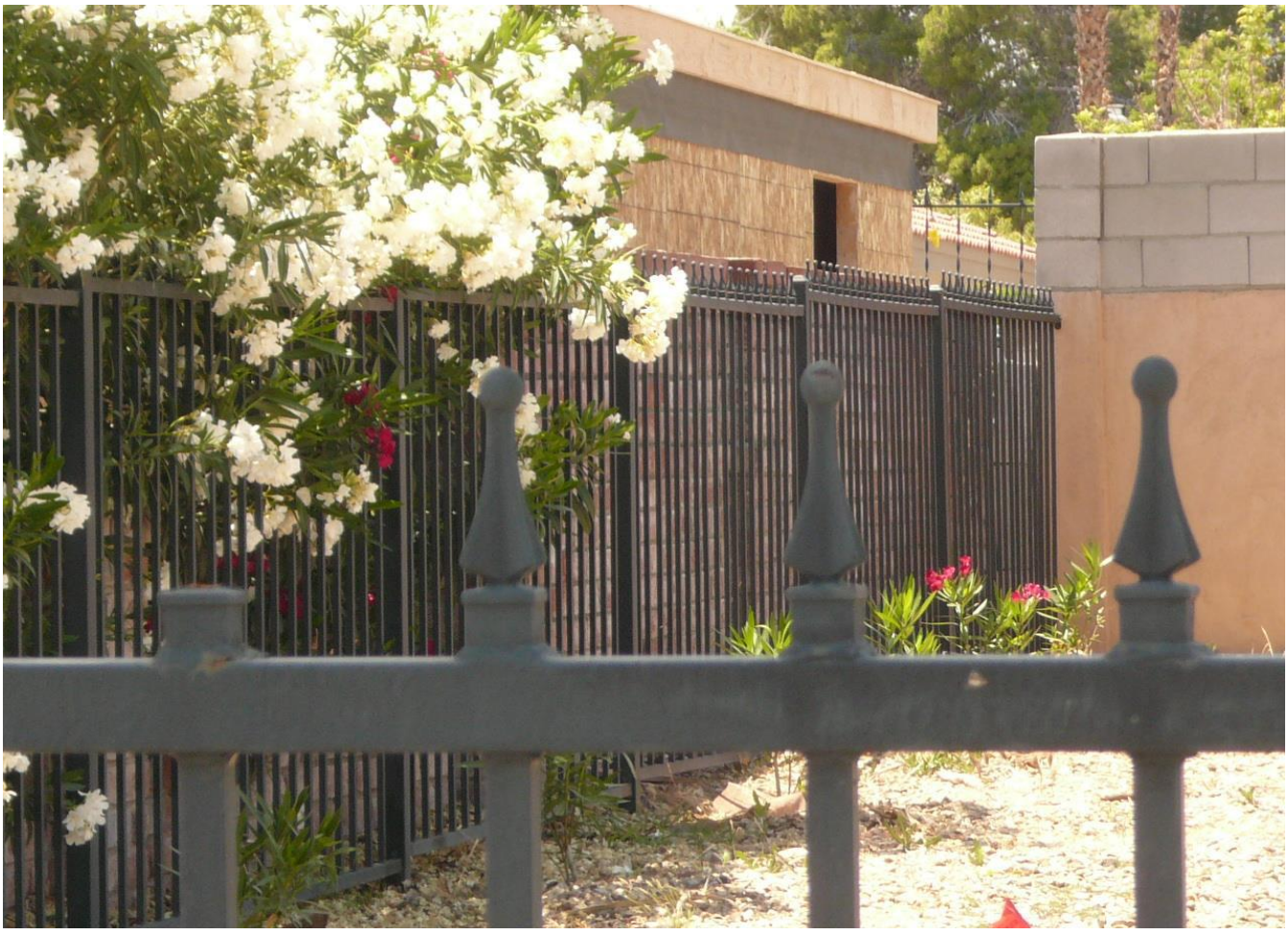
RQR-62203 - APPLICANT/OWNER: ZARBOD ZANGANEH
520 CAMPBELL DRIVE

05/24/16



RQR-62203 - APPLICANT/OWNER: ZARBOD ZANGANEH
520 CAMPBELL DRIVE

05/24/16



RQR-62203 - APPLICANT/OWNER: ZARBOD ZANGANEH
520 CAMPBELL DRIVE

05/24/16

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STEVEN D. ROSS
MAYOR PRO TEM

LOIS TARKANIAN
RICKI Y. BARLOW
STAVROS S. ANTHONY
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING

DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301
FAX 702.474.7463
TTY 7-1-1
www.lasvegasnevada.gov

/city of las vegas

May 20, 2015

Mr. Zar Zanganeh
520 Campbell Drive
Las Vegas, Nevada 89107

RE: VAR-57690 [PRJ-57148] - VARIANCE
CITY COUNCIL MEETING OF MAY 20, 2015

Dear Mr. Zanganeh:

The City Council at a regular meeting held on May 20, 2015 *APPROVED* a request for possible action on a request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE 15 FEET IS REQUIRED AND A ZERO-FOOT DISTANCE SEPARATION FROM THE MAIN DWELLING WHERE SIX FEET IS REQUIRED FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II) [SHED I]; AND A ZERO-FOOT SIDE YARD SETBACK FOR AN EXISTING CARPORT WHERE 15 FEET IS REQUIRED)at 520 Campbell Drive (APN 139-32-311-015), R-E (Residence Estates) Zone, Ward 1 (Tarkanian) [PRJ-57148].

The approval is subject to the following conditions:

Planning

1. Remove all connections from the carport to the wall.

2. There shall be a required review 180 days from final approval as a public hearing before City Council.

3. A Variance to allow a zero-foot side yard setback for an existing Accessory Structure (Class II) [Shed II] and an eight-foot side yard setback for an existing Accessory Structure (Class II) [Shed III] where ten feet is required is not approved.

4. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. The applicant shall remove the wrought iron fencing that encloses the north elevation of the existing carport.

6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety within 60 days.

RQR-62203

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

The Notice of Final Action was filed with the Las Vegas City Clerk on May 21, 2015.

Sincerely,

Thomas A. Perrigo
Acting Director
Department of Planning

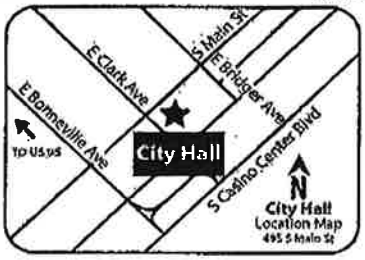
TAP:clb

RQR-62203

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT STD
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
CITY CLERK
2015 DEC -8 A 7:

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-62203
City Council Meeting of **12/16/15**

Case: RQR-62203
13932303001
DIXON JEWEL L LIVING TRUST
DIXON JEWEL L TRS
612 CAMPBELL DR
LAS VEGAS NV 89107-4445

12-7-15

We have enough illegal hodge podge construction Left/Stop it.

47 JRDGNPI 89107

Jewel L Dixon

Submitted after final agenda

Date 12/8/15 Item 81

Dec.07.2015 10:29 PM Dixon Flick 7025647470 PAGE. 1/ 1

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

LAS VEGAS
NV 890
09 DEC '15
PM 2 L

PRSRT STD
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
CITY CLERK
2015 DEC 14 A 9:15

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-62203
City Council Meeting of **12/16/15**

Case: RQR-62203
13932306026
BARBERINI BONNIE B & LAURA
2951 PINTO LN
LAS VEGAS NV 89107-4618

47 JRDGNPI 89107

Application Information

RQR-62203 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: ZARBOD ZANGANEH - For possible action on a required review of Variance (VAR-57690) TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE 15 FEET IS REQUIRED AND A ZERO-FOOT DISTANCE SEPARATION FROM THE MAIN DWELLING WHERE SIX FEET IS REQUIRED FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II) [SHED I]; AND A ZERO-FOOT SIDE YARD SETBACK FOR AN EXISTING CARPORT WHERE 15 FEET IS REQUIRED; A ZERO-FOOT SIDE YARD SETBACK FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II) [SHED II] AND AN EIGHT-FOOT SIDE YARD SETBACK FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II) [SHED III] WHERE TEN FEET IS REQUIRED at 520 Campbell Drive (APN 139-32-311-015), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). **Council** - Councilwoman Tarkanian

There have been too many exceptions made to our zoning. Please uphold our zoning neighborhood restrictions to preserve the character of our neighborhood. This type of zoning, if approved, distracts from our neighborhood & dimenishes our property values.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***December 16, 2015***
Time:	1:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, please call (702) 229-6311 (TTY 7-1-1).

Submitted after final agenda

Date 12/14/15 Item 81

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

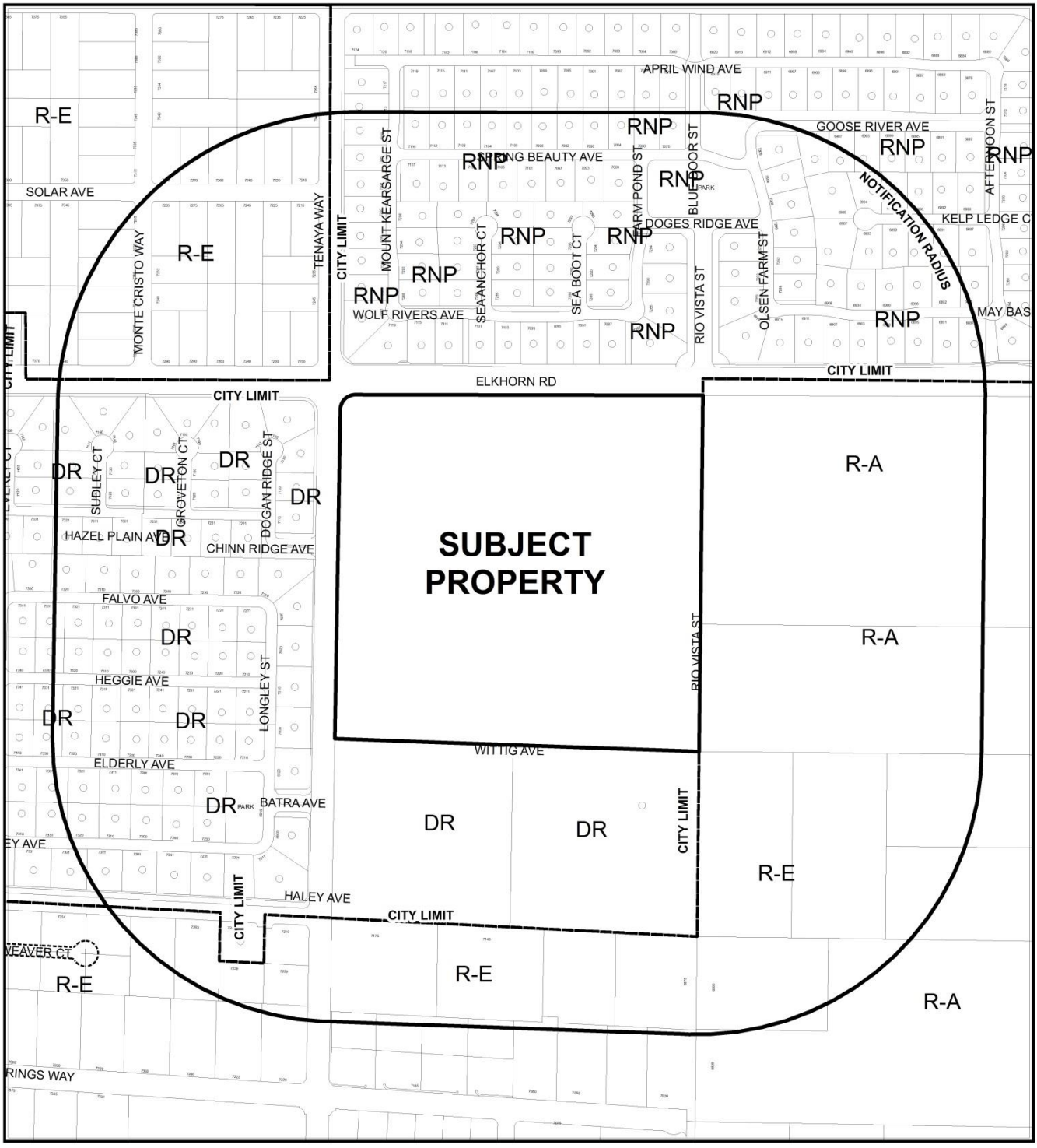
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-63487 – ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: GREENDALE PROPERTIES, LLC - For possible action on a request for a General Plan Amendment FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: R (RURAL DENSITY RESIDENTIAL) on 37.35 acres on the southeast corner of Elkhorn Road and Tenaya Way (APN 125-22-501-001), Ward 6 (Ross) [PRJ-63442]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**63**	**Planning Commission Mtg.**	**4**
City Council Meeting	**10**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report - GPA-63487 and ZON-63488 [PRJ-63442]
3. Supporting Documentation
4. Photo(s) - GPA-63487 and ZON-63488 [PRJ-63442]
5. Justification Letter - GPA-63487 and ZON-63488 [PRJ-63442]
6. Protest/Support Postcards for GPA-63487 and ZON-63488 [PRJ-63442]
7. Back up Submitted at the April 12, 2016 Planning Commission Meeting



0 400 800 Feet

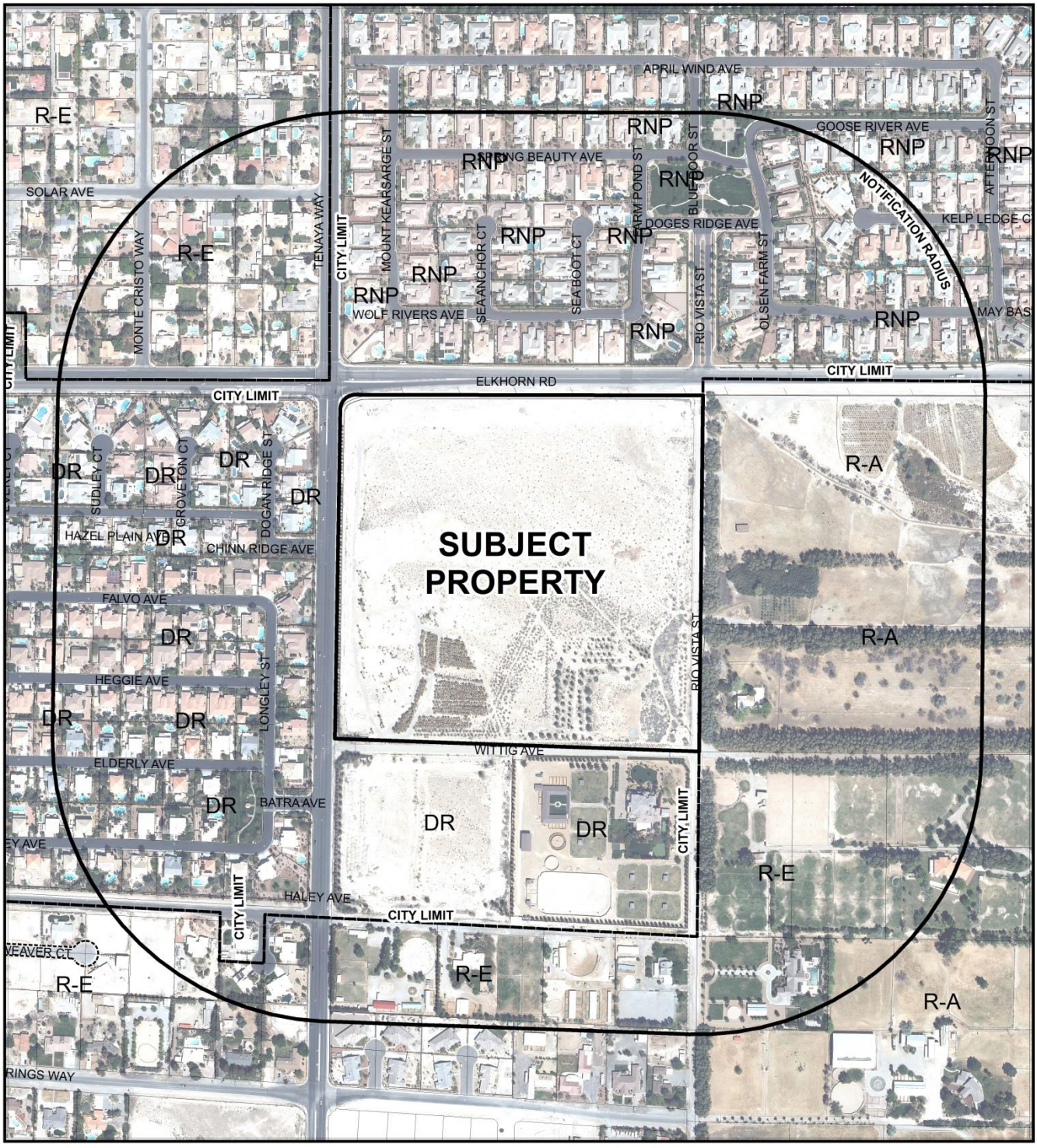
CASE: **GPA-63487 (PRJ-63442)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: DR (DESERT RURAL DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: R (RURAL DENSITY RESIDENTIAL)

N



CASE: **GPA-63487 (PRJ-63442)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: DR (DESERT RURAL DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: R (RURAL DENSITY RESIDENTIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: DR HORTON - OWNER: GREENDALE PROPERTIES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-63487	Staff recommends APPROVAL.	
ZON-63488	Staff recommends APPROVAL.	GPA-63487

YK

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting to amend the Centennial Hills Sector Plan to change the land use designation from DR (Desert Rural Density Residential) to R (Rural Density Residential) and change the zoning from U (DR) [Undeveloped (Desert Rural Density Residential) General Land Use designation] to R-D (Single Family Residential-Restricted) district for a future single-family, detached residential subdivision on 37.35 acres of undeveloped land on the southeast corner of Elkhorn Road and Tenaya Way. No development plans are requested in conjunction with this request at this time. Staff supports these requests as the density change would be compatible with existing densities in the area. If denied, the land use and zoning would remain unchanged.

ISSUES

- The applicant (D.R. Horton) choose to hold these applications in abeyance at the May 18, 2016 City Council meeting to the June 15, 2016 City Council meeting in order to address neighborhood concerns.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/07/85	The Las Vegas City Council adopted the Community Profiles of the City of Las Vegas General Plan. The subject properties were designated for Rural Density Residential Land Uses with a maximum density of three (3) dwelling units per acre.
05/25/99	The Las Vegas City Council adopted the Centennial Hills Sector map of the City of Las Vegas General Plan. The subject properties were designated for Desert Rural Land Uses, with a maximum density two (2) dwelling units per acre.
09/06/00	The Las Vegas City Council approved the Las Vegas 2020 Master Plan.
04/12/16	The Planning Commission unanimously voted to recommend APPROVAL of a request for a General Plan Amendment (GPA-63487) FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: R (RURAL DENSITY RESIDENTIAL) and a Rezoning (ZON-63488) FROM: U (UNDEVELOPED) [DR (DESERT RURAL DENSITY RESIDENTIAL) GENERAL LAND USE DESIGNATION] TO: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED DISTRICT) on 37.35 acres on the southeast corner of Elkhorn Road and Tenaya Way (APN 125-22-501-001), Ward 6 (Ross) [PRJ-63442].

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/18/16	The City Council voted to hold requests for a General Plan Amendment (GPA-63487) FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: R (RURAL DENSITY RESIDENTIAL) and Rezoning (ZON-63488) FROM: U (UNDEVELOPED) [DR (DESERT RURAL DENSITY RESIDENTIAL) GENERAL LAND USE DESIGNATION] TO: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED DISTRICT) on 37.35 acres on the southeast corner of Elkhorn Road and Tenaya Way (APN 125-22-501-001), Ward 6 (Ross) [PRJ-63442] in abeyance to the June 15, 2016 City Council meeting.

Most Recent Change of Ownership	
03/08/00	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/06/04	A building permit (#24762) for a stone wall fence was issued. The permit was finalized on 10/14/04.

Pre-Application Meeting	
02/18/16	Staff met with the applicant and reviewed the requirements for a General Plan Amendment and a Rezoning for a nearly 40 acre parcel on the southeast corner of Elkhorn Road and Tenaya Way. It was noted that the request would be a somewhat more intense density than surrounding neighborhoods.

Neighborhood Meeting	
03/15/16	Meeting Start Time: 6:05 pm Meeting End Time: 7:15 pm Attendance: 18 Members of the Public 3 Applicant representative 1 Council Staff Member 1 Planning Staff Member Concerns: • The public was not in support of the requested density. • The public showed a willingness to support a compromise of R (Rural Density Residential) with an R-D (Single Family Residential-Restricted) district.* • The increased traffic generated by the proposed density was a concern, coupled with the increase in traffic from the apartments being built just a little south of the site on Tenaya Way. • The applicant encouraged the public to e-mail him (bburns@drhorton.com) with their position.

*After the neighborhood meeting, the applicant revised the request to reflect the compromise proposal discussed at the neighborhood meeting. This entailed changing the General Plan Amendment request from L (Low Density Residential) to R (Rural Density Residential) and the Rezoning request went from R-1 (Single Family Residential) to R-D (Single Family Residential-Restricted) district.

Field Check	
03/03/16	Staff visited the site and found it to be clean and secured. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	37.35

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	DR (Desert Rural Density Residential)	U (DR) [Undeveloped (Desert Rural Density Residential)]
North	Single Family, Detached	RNP (Rural Neighborhood Preservation)	R-PD2 (Residential Planned Development – 2 Units per Acre)
South	Single Family, Detached Undeveloped	DR (Desert Rural Density Residential)	U (DR) [Undeveloped (Desert Rural Density Residential)]
East	Single Family, Detached Undeveloped	RNP (Rural Neighborhood Preservation) Clark County	R-A (Residential Agricultural District) Clark County
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	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Existing General Plan	*Permitted Density*	*Units Allowed*
DR (Desert Rural Density Residential)	2.49 Units per Acre	93
Proposed General Plan	**Permitted Density**	**Units Allowed**
R (Rural Density Residential)	3.59 Units per Acre	134
Existing Zoning	**Permitted Density**	**Possible Units Allowed**
U (DR) [Undeveloped (Desert Rural Density Residential)]	2.49 Units per Acre	93

Proposed Zoning	**Permitted Density**	**Possible Units Allowed**
R-D (Single Family Residential-Restricted)	3.59 Units per Acre	134

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Elkhorn Road	Primary Arterial	Planned Streets and Highways Map	100	Y
Tenaya Way	Secondary Collector		80	Y

ANALYSIS

The applicant is requesting to amend the Centennial Hills Sector Plan to change the land use designation from DR (Desert Rural Density Residential) to R (Rural Density Residential) and change the zoning from U (DR) [Undeveloped (Desert Rural Density Residential)] to R-D (Single Family Residential-Restricted) for a future single-family, detached residential subdivision on 37.35 acres of undeveloped land on the southeast corner of Elkhorn Road and Tenaya Way. The proposed changes are appropriate and compatible with adjacent land uses. The R (Rural Density Residential) land use and corresponding R-D (Single Family Residential-Restricted) zoning district are appropriate buffering designations between the larger Clark County residential properties on the east and south with the less dense residential properties on the west and north side of the proposed site. Staff supports these requests.

There has been a steady increase in the demand for single-family residential dwellings in the Centennial Hills Sector Plan area. In 2014, 1,118 new building permits were issued for single-family homes and in 2015, 1,194 permits were issued for the same. This was a 6.8 percent increase and this upward trend is continuing into 2016. The demand for new housing permits city wide, was even greater at over 11 percent. The proposed land use and zoning for this vacant, undeveloped 37.35 acre parcel will help meet this increased demand for new housing units in the northwest portion of the City. The proposed density being requested is appropriate for the area. The neighborhoods to the north and west have minimum one-third acre lots and the neighborhoods to the east and south are even larger. The R-D (Single Family Residential-Restricted) district zoning, with minimum 10,000 square-foot lots, would reflect an increase in density than currently exists in the area. However, this increase in density is an appropriate buffer between the extremely low density properties on the east and south with the one-third acre residential developments on the west and north of the site.

FINDINGS (GPA-63487)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The proposed R (Rural Density Residential) General Plan designation is consistent with the adjacent larger lot single-family residential land uses surrounding the subject site on the north and west.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The zoning designations allowed by the proposed amendment are compatible with the existing adjacent land uses and zoning districts.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   There are existing transportation, recreation, utility and other facilities that are adequate to accommodate the uses and densities permitted by the proposed General Plan Amendment.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   There are no other plans or policies that would be applicable to the site.

FINDINGS (ZON-63488)

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 to R-D (Single Family Residential-Restricted) designation conforms to the density range allowed by the proposed R (Rural Density Residential) General Plan designation and supports Objective 2.6. (Although 2.6 is in the Neighborhood Redevelopment Section of the General Plan, this objective applies to this project as well).

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 detached single-family residential use that will be allowed on the subject site is at an appropriate density with the surrounding properties and is therefore, compatible with the residential uses and zoning designations of these surrounding properties.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   As the local economic conditions improve, the City is seeing an increased demand for new residential construction. Housing permits have increased 11.4% from November, 2014 to November, 2015 Citywide. This indicates a demand for additional housing stock. New residential zoning districts at an appropriate density will help meet this demand.

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.**

   Access to the property is provided by Elkhorn Road, identified as a 100-foot Primary Arterial on the Master Plan of Streets and Highways. Tenaya Way, an 80-foot wide Secondary Collector also provides access the site. These roads are adequate to meet the traffic demands of a future single-family residential development.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 23

NOTICES MAILED 249 (By City Clerk)

APPROVALS 4

PROTESTS 63

YK

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: GPA-63487 APN: 125-22-501-001

Name of Property Owner: Greengale Properties, LLC

Name of Applicant: DR Horton

Name of Representative: Triton 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: _____

Print Name: David Jennings
P.R. Horton, Inc.

Subscribed and sworn before me

This 23 day of February, 2016

A. Williams
Notary Public in and for said County and State

Amanda Williams
Notary Public
State of Nevada
Appt. No. 03-82207-1
Appt. Exp. May 11, 2018

PRJ-63442
02/23/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment

Project Address (Location) 7092 N.Tenaya Way Las Vegas, NV 89131

Project Name Elkhorn 40 **Proposed Use** Residential

Assessor's Parcel #(s) 125-22-501-001 **Ward #** 1

General Plan: existing U-DR proposed L **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 37.35 **Lots/Units** _____ **Density** _____

Additional Information To amend the Master Land Use Plan from U-DR to RL

PROPERTY OWNER Greengale Properties, LLC **Contact** Jeff Gale

Address 7092 N. Tenaya Way **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89131

E-mail Address _____

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Drive, Suite #141 **Phone:** (702) 672-1939 **Fax:** _____

City Henderson **State** NV **Zip** 89014

E-mail Address MEJones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** Aimee Ignatowicz-English

Address 6757 W. Charleston Blvd. Ste# B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NV **Zip** 89146

E-mail Address aignatowicz@tritoneng.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 J Jennings D.R. Horton, Inc.

Subscribed and sworn before me

This 23 day of February, 20 16.

A Williams

Notary Public in and for said County and State

Amanda Williams
Notary Public
State of Nevada
Appt. No. 03-82207-1
Appt. Exp. May 11, 2018

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	GPA-63487
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.

f:\depot\Application Forms\Application Form.pdf

PRJ-63442
02/23/16

D·R·HORTON® DHI Listed NYSE
America's Builder

January 29, 2016

Jeffrey & Jane Greenspun Gale
Greengale Properties, LLC
6722 North Rainbow Blvd.
Las Vegas, NV 89131

RE: Approximately 36.52 Acres at the Intersection of N. Tenaya Way & Elkhorn Blvd.

Dear Mr. & Mrs. Gale:

This **Letter of Intent (LOI)** expressly sets forth DR Horton, Inc.'s ("**DR**") interest in purchasing the Greengale Property from Greengale Properties, LLC (" **Greengale**"), subject to the following terms:

Greengale Property: Approximately 36.52 net developable acres (approximately 40 gross acres) commonly known as APN # 125-22-501-001. The Property includes, but is not limited to, all permits, engineering, plans, architectural plans, and other tangible and intangible assets associated with the Property including any prepaid utility fees/deposits/meters and all and singular the rights and appurtenances pertaining thereto.

Trade Property: DR is under contract to purchase approximately 12.79 acres of real property located in Clark County, Nevada commonly known as APN # 125-23-201-017 (the "**Trade Property**"), which is currently owned by J. Bruce Alverson, as Trustee for the J. Bruce Alverson Employee Profit Sharing Plan and Trust. As a part of the consideration for DR's purchase of the Greengale Property, DR shall, and as a condition of closing, provide good and marketable fee simple title to the Trade Property to Greengale, subject only to permitted exceptions.

Purchase Price of Greengale Property: $ 8,775,000.00

Purchase Price of Trade Property: $2,238,250, which shall be credited towards DR's payment of the Purchase Price for the Greengale Property at the dual closings thereof

Escrow / Title: First American Title Company, c/o Anastasia Dion, 2500 Paseo Verde Pkwy, Suite 120, Henderson, Nevada 89074.

Title Insurance: The parties shall each require an ALTA Title Policy on the Greengale Property and the Trade Property. The costs for a standard CLTA policy shall be borne by seller and the

PRJ-63442
02/23/16

GPA-63487 and ZON-63488

purchaser shall pay for the ALTA premium and any additional endorsements that may be required by such purchaser. DR and Greengale shall equally split the closing costs, transfer taxes, and escrow fees as to each of the properties. The title insurance policies will be subject only to those matters of title and all exceptions approved by the parties during the Feasibility Period.

Right of Entry: DR will have the right to enter the Greengale Property for any purpose in connection with its inspection and purchase of the Property commencing with the mutual execution a definitive agreement between the parties, provided that DR shall not disturb any tenants or residents, shall keep the Greengale Property free and clear of any mechanic's or materialman's liens arising out of any such entry, and shall indemnify Greengale for any damage done due to DR's entry. Greengale shall have similar access and inspection rights to the Trade Property upon DR taking title to same.

Feasibility Period: Seventy-five (75) days after the opening of escrow as to the Greengale Property. As to the Trade Property, thirty (30) days following notice by DR to Greengale that it has acquired title to the Trade Property. During the Feasibility Period, the parties shall each assess and satisfy themselves with the title and physical condition of the properties at issue.

Entitlements: The Greengale Property is currently zoned U (Undeveloped) with an underlying land use plan of U (DR) or Undeveloped Desert Rural. DR shall, at DR's cost, submit for a general plan amendment to amend the underlying land use plan to (L) or Low which allows up to 5.49 units per acre, or to RPD4. However, DR does NOT intend to develop a community of more than 136 homes. The parties acknowledge that in the City of Las Vegas applications for a general plan amendment (GPA) are accepted quarterly and the next two application closing dates are February 25, 2016 and May 26, 2016. If the Agreement is executed by Greengale on or before February 8, 2016, the DR shall submit for the GPA prior to February 25, 2016; otherwise, DR shall submit for the GPA on or before May 26, 2016.

DR shall also submit, at commercially reasonable times within the ordinary course of procuring entitlements and at DR's cost, a zoning application to modify the zoning to R-D, a tentative map, and any waivers or variances required thereto based on DR's site plan, which shall be approved by Greengale prior to expiration of the Feasibility Period. Greengale's acceptance of the site plan and tentative map shall be deemed earned if Greengale executes the accompanying applications. DR intends to develop a gated, single-family community of no more than 136 homes with lots on the southern and eastern boundaries 20% larger than the typical lot size within the subdivision.

Deposit: DR shall deposit the sum of 3% of the Purchase Price into an interest-bearing account upon the opening of Escrow, which shall be made nonrefundable at the expiration of the Feasibility Period subject to final approval of the Entitlements.

Closing: Within thirty (30) days following the occurrence of both of the following conditions: (1) expiration of each applicable Feasibility Period; and (2) satisfaction of each parties' respective conditions of Closing. In no event, however, shall Closing occur more than one (1) year after the opening of escrow absent further agreement of the parties.

Commission: The parties understand that no brokers shall be compensated through closing on this transaction. Each party shall indemnify the other for claims to commissions relating to their representation, if any, in this transaction.

Plans: DR shall, at no cost to Greengale (other than general overhead costs and expenses),

PRJ-63442
02/23/16

have the right to process all reasonable applications, plans, maps, agreements, documents and other instruments or entitlements acceptable to Greengale and necessary or appropriate for the development of the Greengale Property as contemplated by DR, including, without limitation, grading and improvement plans, permits, utility assignment/assumption agreements, and commercial designs or floor plans.

Deed Restriction: At the Closing, and as a condition thereof, the parties shall execute and agree to deed restrictions, or modifications thereof, limiting development of the Greengale Property from one (1) unit per acre to 3.49 units per acre so that no more than 136 detached, for-sale residences may be built on the Greengale Property.

Area Gates: Greengale owns other property in the general area and communicates regularly with neighboring property owners that own rural property in a two-mile radius (generally the "**Rainbow Neighborhood**.) The Rainbow Neighborhood, or certain owners therein, intends to explore asking the City of Las Vegas to allow the placement, now or at some time in the future, of up to three (3) gates which would prohibit or limit vehicular access as follows: (1) at Torrey Pines or as a secondary choice at the east end of 6575 Deer Spring.; (2) Rio Vista St. south of Elkhorn Rd.; and (3) Wittig Ave. east of Tenaya Way, or, as to items 1 through 3 herein, as otherwise reasonably designated by the benefitted owners of the Rainbow Neighborhood properties (the "**Gates**"). DR and its successors shall not object to the placement of the Gates. Additionally, as a condition of closing, DR shall agree in a separate written agreement to pay the total sum of $90,000.00, with $30,000.00 not to be exceeded for each of the Gates, for the design and construction of the Gates to service the Rainbow Neighborhood and the property owners benefitted thereby, all of whom shall be intended third party beneficiaries thereunder. Said sum shall be escrowed with Escrow and shall be drawn down from time to time by the persons benefitted thereby, with the remainder, if any, thereafter released to DR.

Trails & Wall: DR shall, in its site plan, provide a walking trail outside of the southerly and easterly perimeter walls (along Wittig Ave. east of Tenaya and Rio Vista St. south of Elkhorn Rd.) Greengale, who owns the property adjacent and to the east of the Property (East Property) desires to put a wall (the "**Wall**") on the western boundary of the East Property. DR shall construct, or cause to be constructed, the Wall as approved by Greengale within a commercially reasonable amount of time following Greengale's written notice. Greengale shall be solely responsible for all costs and expenses associated with the construction of the Wall; provided, however, DR shall cause the Wall to be constructed at DR's standard rates paid by it for such construction and pass those rates on to Greengale without markup.

Drainage: Greengale acknowledges that the natural drainage flow of property in the area runs west to east. DR shall not increase the historic drainage flows as per City of Las Vegas code, and DR shall work with Greengale to design and install a drainage wetland (the "**Wetlands**") on Greengale's neighboring property that will treat this excess drainage water runoff. DR shall bear the first $50,000.00 of the all costs and expenses associated with the design and construction of the Wetlands, with all additional costs and expenses borne by Greengale. These items and Wetlands will be shown on the tentative map, which Greengale shall have the opportunity to review and approve.

Vegetation: On the Greengale Property currently exist a large number of palm trees, plants, and other vegetation (the "**Vegetation**"). Greengale shall retain all rights to the Vegetation provided they are removed from the Property by Greengale, at its sole cost and expense, within a reasonable amount of time following Closing, taking in to consideration the Vegetation's ability to survive transplantation due to then-current weather conditions (cannot be removed in the Winter / Summer), with license being granted by DR to Greengale for

PRJ-63442
02/23/16

same. Greengale shall indemnify DR for any loss or lien associated with such removal. DR is not a landscape expert and recommends Greengale consult with an authority on the best time to transplant the Vegetation.

The parties acknowledge that not all the terms and conditions of a standard Purchase and Sale Agreement for Real Property (Agreement) are set forth in this LOI. Therefore, the parties agree that this LOI is a guideline only and shall neither be interpreted as a binding nor enforceable contract. The parties shall only be bound when (and if) an Agreement is mutually executed.

Very Truly Yours,

D. R. HORTON HOMES

Bradley F. Burns
Division President, Las Vegas

Agreed to by:

Greengale Properties, LLC

By: _____

Its: Manager

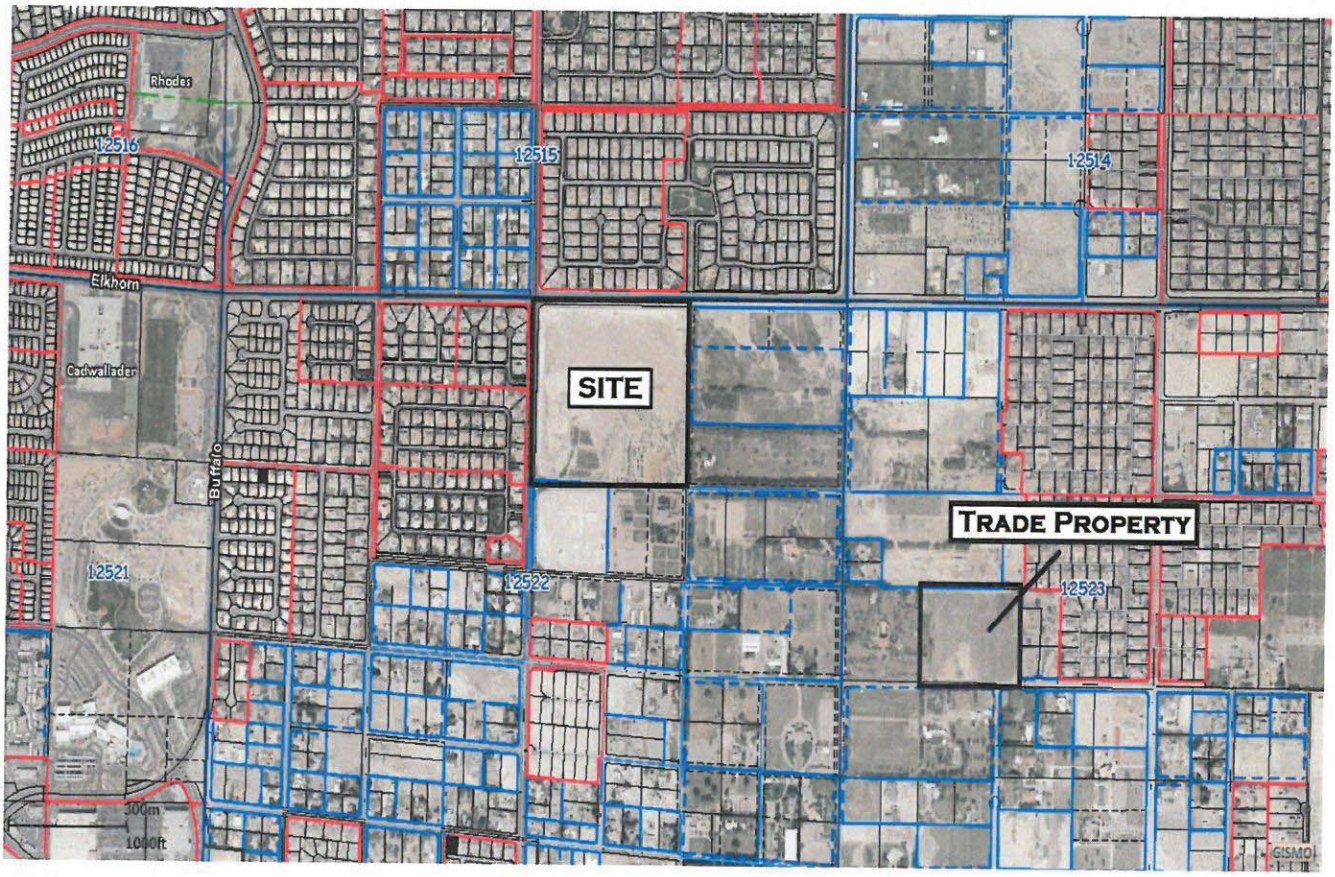
Date: Feb 1, 2016

PRJ-63442
02/23/16

GPA-63487 and ZON-63488

EXHIBIT A

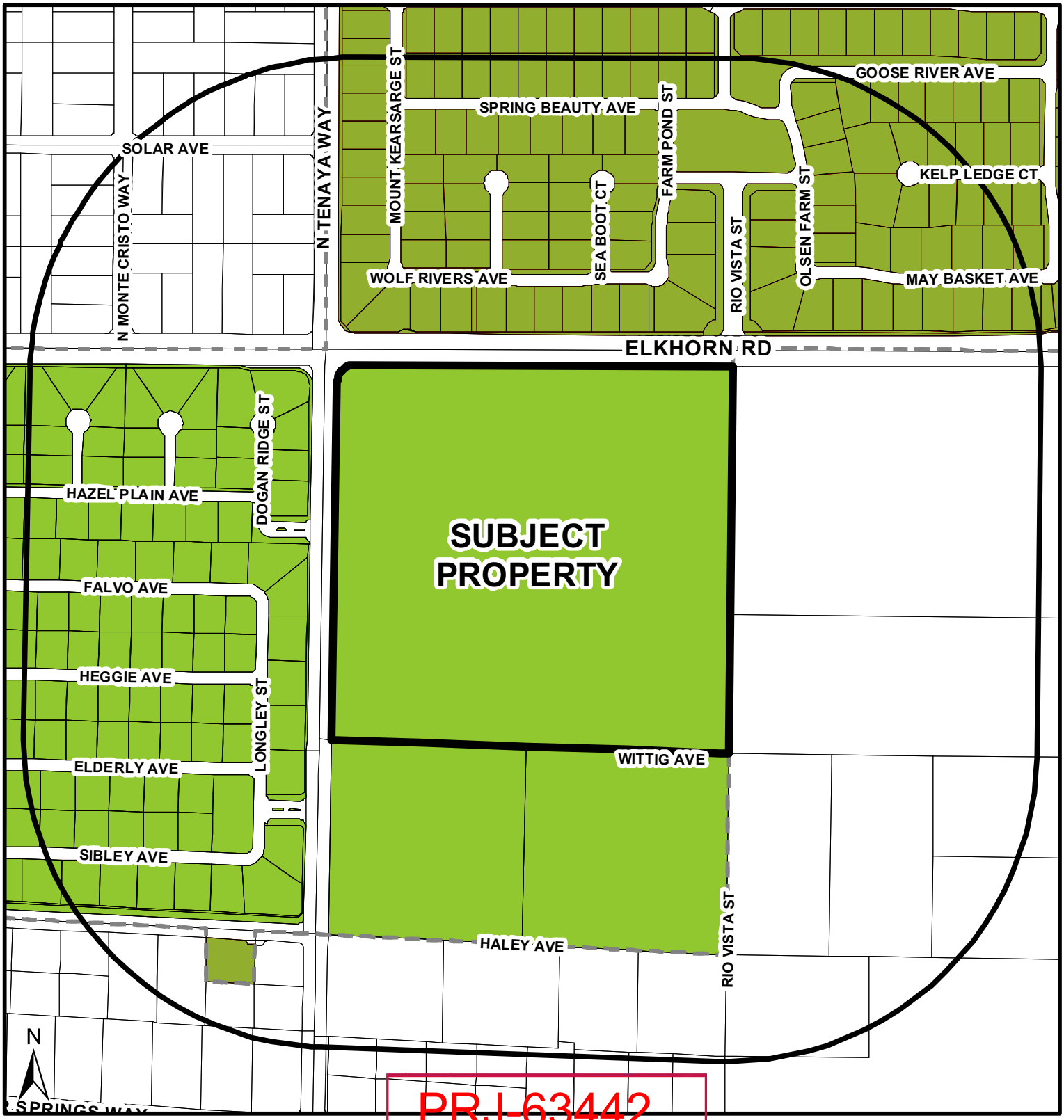
TO LETTER OF INTENT DATED JANUARY 29, 2016



PRJ-63442
02/23/16

GPA-63487 and ZON-63488

GPA-63487



PRJ-63442
04/12/16

General Plan Amendment

- RNP - Rural Neighborhood Preservation
- RE - Rural Estates
- DR - Desert Rural
- R - Rural
- L - Low
- ML - Medium - Low
- MLA - Medium - Low Attached
- M - Medium
- H - High
- O - Office
- SC - Service Commercial
- GC - General Commercial
- GTC - Tourist Commercial
- LVMD - Las Vegas Medical District
- LI/R - Light Industrial / Research
- PCD - Planned Community Development
- PR-OS - Park/Recreation/ Open Space
- PF - Public Facility
- PF-CC Public Facility Clark County
- TC - Town Center
- RC - Resource Conservation
- C - Downtown - Commercial
- MXU - Downtown - Mixed Use
- TND - Tradional Neighborhood Development

FROM DR TO R

- 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: Tuesday, April 12, 2016



GPA-63487 [PRJ-63442] - GENERAL PLAN AMENDMENT RELATED TO ZON-63488 - APPLICANT: DR HORTON - OWNER: GREENDALE PROPERTIES, LLC
SOUTHEAST CORNER OF ELKHORN ROAD AND TENAYA WAY

03/03/16



GPA-63487 [PRJ-63442] - GENERAL PLAN AMENDMENT RELATED TO ZON-63488 - APPLICANT: DR HORTON - OWNER: GREENDALE PROPERTIES, LLC
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03/03/16



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03/03/16



GPA-63487 [PRJ-63442] - GENERAL PLAN AMENDMENT RELATED TO ZON-63488 - APPLICANT: DR HORTON - OWNER: GREENDALE PROPERTIES, LLC
SOUTHEAST CORNER OF ELKHORN ROAD AND TENAYA WAY

03/03/16



GPA-63487 [PRJ-63442] - GENERAL PLAN AMENDMENT RELATED TO ZON-63488 - APPLICANT: DR HORTON - OWNER: GREENDALE PROPERTIES, LLC
SOUTHEAST CORNER OF ELKHORN ROAD AND TENAYA WAY

03/03/16

Triton
Engineering

March 17, 2016

Planning Manager
City of Las Vegas
Planning & Development
333 North Rancho Drive, 3rd Floor
Las Vegas, NV 89106

Subject: Justification letter for Rezoning and General Plan Amendment on Parcel #125-22-501-001

As representatives of DR HORTON we respectfully Request for a Rezoning and General Plan Amendment for property located on the SE corner of Elkhorn Road and Tenaya Way on parcel's #125-22-501-001, the site is approximately 37.35 acres.

The applicant is requesting that the zoning be changed from U (DR) to R-D on the above mentioned parcel. We would also like to change the general plan amendment on the above mentioned parcel from Desert Rural Density Residential (DR) to Residential (R).

With the following development trends in the area the amendment to the general plan and zone change constitutes a benefit to the City as it allows for continued residential growth as new home sales throughout the valley increase and compatibility with the adjacent residential developments. Therefore, the applicants request for a zone change to R-D conforms to the surrounding area.

If you should have any questions concerning this, please contact either myself or Kelly Wittwer, at Triton Engineering. We thank you in advance for your consideration and approval.

Sincerely,

Aimee Ignatowicz-English
Project Coordinator

GPA-63487 and ZON-63488 - REVISED

PRJ-63442
03/17/16

6757 W. Charleston Blvd., Suite B • Las Vegas, Nevada 89146
Office: (702) 254-1480 • Fax: (702) 254-3062 • www.tritoneng.com

05/10/2016 10:50 From: 7027999520 Dave Page: 1/1

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-63487 & ZON-63488 [PRJ-63442]
City Council Meeting of May 18, 2016

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Case: GPA-63487

12522114034
PHAM KHANH B
7211 FALVO AVE
LAS VEGAS NV 89131-3236

97 BROCNP1 89131

Submitted after final agenda

Date 5/10/16 Item 86 & 87

To license contact: www.lrnmaker.com

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-63487 & ZON-63488 [PRJ-63442]
City Council Meeting of May 18, 2016

Case: GPA-63487

12515403014
GAZLAY MICHAEL J
7240 W SOLAR AVE
LAS VEGAS NV 89131-3309

97 ORDCNP1 89131

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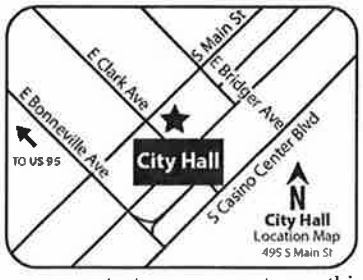

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-63487 & ZON-63488 [PRJ-63442]
City Council Meeting of May 18, 2016

Case: GPA-63487

12515810052
KOZISEK JOHN L
6904 KELP LEDGE CT
LAS VEGAS NV 89131-0122

97 ORDCNP1 89131

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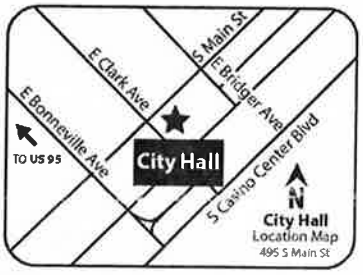

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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GPA-63487 & ZON-63488 [PRJ-63442]
City Council Meeting of May 18, 2016

Case: GPA-63487

12515810024
FOSTER MARGARET M REV LIV TR
FOSTER MARGARET M TRS
6891 MAY BASKET AVE
LAS VEGAS NV 89131-0123

97 ORDCNP1 89131

Submitted after final agenda

Date 5/11/16 Item 06 & 87

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2016 MAY 12 A 6:54

ty of Las Vegas
ffice Of The City Clerk
)5 S. Main St., City Hall
as Vegas, Nevada 89101

QUIT CHANGING THE ZONING!! FAMILIES MAKE THEIR HOME PURCHASE DECISIONS BASED ON CURRENT ZONINGS!! TO CHANGE THEM IS NOT RIGHT!!

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you wish to file your protest or support on this request, check the ppropriate box below and return this card in an envelope with postage to the ffice 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 ou would like to contact your Council Representative, please call (702) 229-405.

Case: GPA-63487

12515811054
MEYER W S TRUST ETAL
SOPKO CHERYL TRS
7088 SPRING BEAUTY AVE
LAS VEGAS NV 89131-0136

☐ I SUPPORT this Request

☐ I OPPOSE this Request

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PA-63487 & ZON-63488 [PRJ-63442]
ity Council Meeting of May 18, 2016

89131

Submitted after final agenda

Date 5/12/16 Item 06987

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There's no reason to grant this zoning request - everyone else has had to abide by the same rules AND the only reason it's being requested is for the developer, an out-of-state corporation, to squeeze more money out of the project, leaving the people who have made their homes in the area inconvenienced by the additional traffic and noise. Leave it at 1/2 acre lots!

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.

Case: GPA-63487

12515811061
WINTER BARRY
7109 SPRING BEAUTY AVE
LAS VEGAS NV 89131-0137

☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-63487 & ZON-63488 [PRJ-63442]
City Council Meeting of May 18, 2016

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Date 5/16/16 Item 86 & 87

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-63487 & ZON-63488 [PRJ-63442]
City Council Meeting of May 18, 2016

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Case: GPA-63487

12522203020
HARDING ARVIS & GWENNETH
6852 N PIONEER WY
LAS VEGAS NV 89131-3500

97 0RIGINAL 89131

We are OPPOSED to GPA-63487 & ZON-63488 [PRJ-63442], due to the condensed lot sizes.

This area has been inundated with high density and commercial development the past few years. One of the most recent is 750 plus apartment complex about a mile south of this project on Tenaya. These type approvals result in our rural lifestyle and horse trails disappearing, increased crime in the area, adding to already overcrowded schools, along with a tremendous increase in traffic.

Please consider minimum 21,780 square foot lots (1/2 acre) with rural type buffers. This would be a better choice for more residents rather than for just a few.

Thank you in advance for any consideration you may give this request.

Submitted after final agenda

Date 5/17/16 Item 86-87

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-63487 & ZON-63488 [PRJ-63442]
City Council Meeting of May 18, 2016

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Case: GPA-63487
12522203020
HARDING ARVIS & GWENNETH
6852 N PIONEER WY
LAS VEGAS NV 89131-3500

We are OPPOSED to GPA-63488 & ZON-63488 [PRJ-63442], due to the condensed lot sizes.

This area has been inundated with high density and commercial development the past few years. One of the most recent is 750 plus apartment complex about a mile south of this project on Tenaya. These type approvals result in our rural lifestyle and horse trails disappearing, increased crime in the area, adding to already overcrowded schools, along with a tremendous increase in traffic.

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Thank you in advance for any consideration you may give this request.

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There's no reason to grant this request - everyone else has had to abide by the same rules and the only reason it's being requested is for the developer, an out-of-state corporation, to squeeze more money out of the project, leaving the people who have made their homes in the area inconvenienced by the additional traffic and noise. Leave it at ½ acre lots!

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.

Case: GPA-63487

12515811061
WINTER BARRY
7109 SPRING BEAUTY AVE
LAS VEGAS NV 89131-0137

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
GPA-63487 & ZON-63488 [PRJ-63442]
City Council Meeting of May 18, 2016

97 DRDGNP1 89131

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Property is surrounded by current zoning/density.
No justification for zone change and increase in density.

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.

Case: GPA-63487

12522601005
MARTIN JOHN M
6875 RIO VISTA ST
LAS VEGAS NV 89131-3421

☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-63487 & ZON-63488 [PRJ-63442]
City Council Meeting of May 18, 2016

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Date 5/18/16 Item 86 & 87

97 DRDGNP1 89131

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-63487 & ZON-63488 [PRJ-63442]
City Council Meeting of May 18, 2016

OUR PREFERENCE would BE A ZONING of R-E (MINIMUM Lot of 20,000 SQ FT) but CAN live with the PROPOSED R-D ZONING (MINIMUM Lot SIZE of 10,000 SQFT) which is HARMONIOUS with the SURROUNDING NEIGHBORHOODS.

Joseph R Page 5/10/16

Linda L. Page 5/10/16

Case: GPA-63487
12522212037
PAGE J & L FAMILY TRUST
PAGE JOSEPH R & LINDA L TRS
7230 SIBLEY AVE
LAS VEGAS NV 89131-3224

97 BRDCNFL 89131

Joe & Linda Page (702) 685-5908

Tuesday, May 10, 2016 04:32 PM

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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Roads can't handle the increased traffic

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Dept. of Planning

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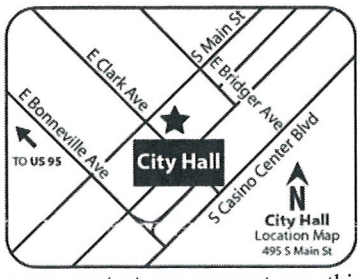

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you 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.

GPA-63487 & ZON-63488 [PRJ-63442]
Planning Commission Meeting of 4/12/2016

Case: GPA-63487
12515810052
KOZISEK JOHN L
6904 KELP LEDGE CT
LAS VEGAS NV 89131-0122

97 BRDCNP1 89131

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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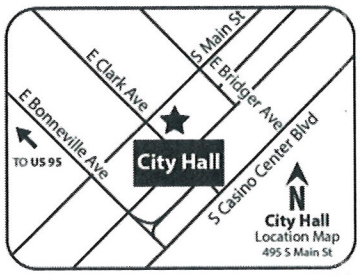
Las Vegas, NV
Permit No. 1630

The property currently allows for two (2) houses per acre; there's no reason to allow it to be rezoned to allow 3.59 houses per acre. We already have enough issues with the new development on the corner of Tenaya and Centennial. Stick to the initial zoning!

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

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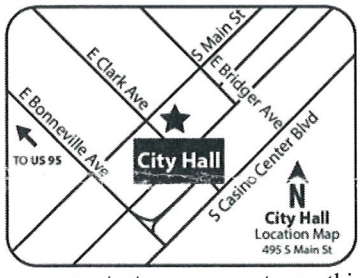
GPA-63487 & ZON-63488 [PRJ-63442]
Planning Commission Meeting of 4/12/2016

97 BRDGNP1 89131

Case: GPA-63487
12515811061
WINTER BARRY
7109 SPRING BEAUTY AVE
LAS VEGAS NV 89131-0137

RECEIVED
APR 12 2016
City of Las Vegas
Dept. of Planning



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GPA-63487 & ZON-63488 [PRJ-63442]
Planning Commission Meeting of 4/12/2016

97 BRDGNP1 89131

Case: GPA-63487
12515405013
ATKINSON THEODORE C & MARIA
7260 ELKHORN RD
LAS VEGAS NV 89131-3345

T 702-365-9312 | F 702-365-9317
6345 S Jones Blvd, Suite 100
Las Vegas, NV 89118

Lochsa engineering

April 12, 2016

Mark Jones, P.E.
Land Acquisition Project Manager
D.R. Horton
333 Carousel Parkway
Henderson NV 89014

Re: Elkhorn 40 – SEC of Elkhorn and Tenaya

Dear Mr. Jones,

As requested, Lochsa Engineering has reviewed the site plan for Elkhorn 40. The proposed residential subdivision is located on the southeast corner of Elkhorn Road and Tenaya Way and will consist of 107 dwelling units. The site consists of 37.35 acres.

With regards to traffic, the site is anticipated to generate 85 trips during the AM Peak Hour and 112 trips during the PM Peak Hour. The development will have access points on both Elkhorn Road and Tenaya Way. Elkhorn Road is a 100-foot right-of-way with the ultimate capacity of three (3) travel lanes in each direction. Tenaya Way currently is an 80-foot right-of-way with two (2) existing travel lanes in each direction,

Based upon this information, the existing roadways have adequate capacity to accommodate this project.

If you have questions or comments, please contact our office at your convenience.

Sincerely,

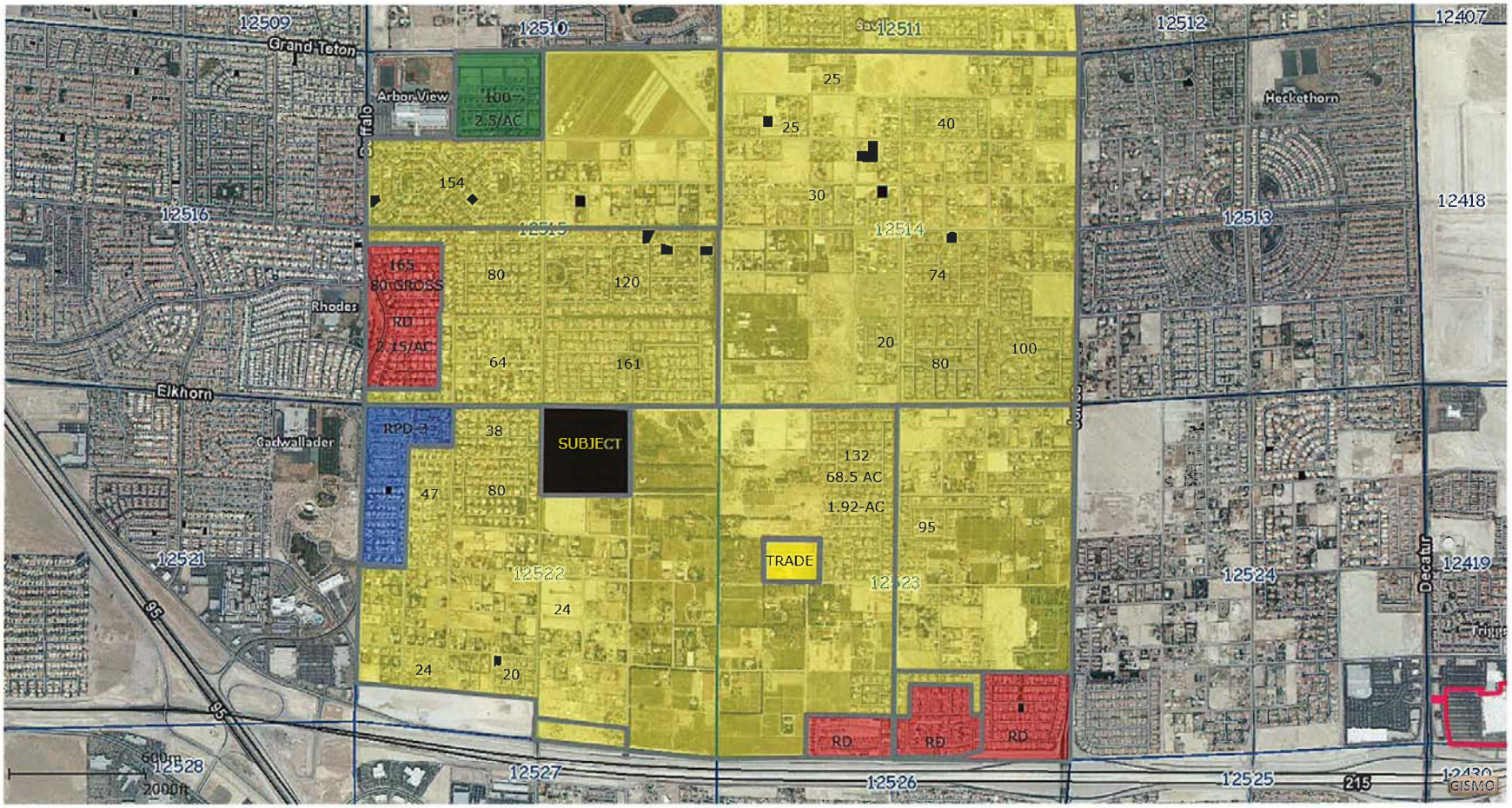
LOCHSA ENGINEERING

Ted T. Egerton, P.E.
Principal

4/12/16

Submitted at Planning Commission

Date 4/12/2016 Item 35-36



Submitted at Planning Commission

Date 4/12/2018 Item 35-36

TO: City of Las Vegas, City Council
City of Las Vegas, Department of Planning

Page _____ of _____	
Date / /	
Time: ___ : ___ am pm	

RE: Neighborhood Petition
D.R. HORTON ELKHORN PROJECT 40 (corner of Elkhorn Rd. & N. Tenaya Way)

1.	Name(s): GEORGE & BETH POSANKE
	Address: 7280 ELKHORN Rd
	Phone: 702-655-3098 Email: bposanke@cox.net
	Signature: [signature] Signature: Beth Posanke
	① Bigger Lots 1/2 ACRE LOTS ② Can we a horse trail around the perimeter of this Development?
	Comment(s):
	Name(s): TED & MARIA ATKINSON
	Address: 7260 ELKHORN RD.
	Phone: 702 658 8757 Email: JUDGGTO69@ACL.COM
	Signature: [signature] Signature: [signature]
	min. 1/3 or more acre lots surrounding entire property w/ quality single story homes on outer perimeter. no 2-story on perimeter.
	Comment(s):
	Name(s): Noel Ramos
	Address:
	Phone: Email:
	Signature: Noel Ramos Signature:
	Comment(s):
	Name(s): Jerry K Clucas
	Address: 7225 N. Monte Cristo Way
	Phone: 702-685-2530 Email: CLUC
	Signature: Jerry K Clucas Signature: (Shirley)
	Comment(s): ~~Acre~~ Larger Lots - Very expensive Homes
	Name(s): Darlene Weisberg
	Address: 7255 N. Monte Cristo way
	Phone: 702 655-5842 Email:
	Signature: Signature: [signature]
	Comment(s):

Submitted at Planning Commission

Date 4/12/2016 Item 35-36

TO: City of Las Vegas, City Council
City of Las Vegas, Department of Planning

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Date	/ /
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RE: Neighborhood Petition
D.R. HORTON ELKHORN PROJECT 40 (corner of Elkhorn Rd. & N. Tenaya Way)

Name(s): TOM & EDITH SIMMONS
Address: 7340 ELKHORN RD
Phone: 702-656-7675 Email:
Signature: E Simmons Signature: Thomas Simmons
Comment(s):

Name(s): Faustino & Guadalupe Fernandez
Address: 7245 Solar ave. Las Vegas NV 89131
Phone: 702-645-2961 Email: lupecardenas2003@yahoo.com
Signature: [signature] Signature: [signature]
Comment(s):

Name(s): Gili Dana Nevarez
Address: 7245 Severence ln LV NV 89131
Phone: 702-499-5801 Email: danevarez@yahoo.com
Signature: [signature] Signature: [signature]
Comment(s): Been here 16 years + want 1/2 acre lots + Ranches. Need Horses that is what is out here. Thats why we bought here. Too many Track Homes.

Name(s): Russell Fitzpatrick & Kellie Fitzpatrick
Address: 7292 Solar Ave
Phone: 702-538-4123 Email: russf.kelle.gma.4.com / kmt5758@gmail
Signature: [signature] Signature: Kellie Fitzpatrick
Comment(s):

Name(s): Thomas Champion
Address: 7390 Elkhorn Rd
Phone: 702 308-5823 Email: Elkhorntom@yahoo.com
Signature: [signature] Signature:
Comment(s): Lets keep it to 1/2 Acre Minimum Per home

TO: City of Las Vegas, City Council
City of Las Vegas, Department of Planning

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RE: Neighborhood Petition
D.R. HORTON ELKHORN PROJECT 40 (corner of Elkhorn Rd. & N. Tenaya Way)

Name(s):	Sandi Williams		
Address:	7245 N. Monte Cristo Way		
Phone:	702-209-9984	Email:	dustysmom@earthlink.net
Signature:	Sandi Williams	Signature:	
Comment(s):			

Name(s):	Richard Higgs		
Address:	7315 N. Monte Cristo WAY		
Phone:	702 395-3603	Email:	higgs3@cox.net
Signature:	Richard F Higgs	Signature:	Diana E Higgs
Comment(s):			

Name(s):	Susan Novack		
Address:	7265 Solar Ave		
Phone:	(702) 858-5038	Email:	Sunflowersue17@cox.net
Signature:	Susan L Novack	Signature:	ROBERT NOVACK
Comment(s):	lots AT LEAST 1/4-1/3 acre to fit into existing neighborhoods!		

Name(s):	Shelley DiNicola		
Address:	7270 Solar Ave		
Phone:	702-658-7456	Email:	peppepepper@cox.net
Signature:	Shelley DiNicola	Signature:	
Comment(s):	Larger Lots-but least 1/4-1/3 to blend in with the neighbors		

Name(s):	John Fisk		
Address:	7285 Solar Ave LV NV		
Phone:	702-396-9587	Email:	
Signature:		Signature:	
Comment(s):			

TO: City of Las Vegas, City Council
City of Las Vegas, Department of Planning

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RE: Neighborhood Petition
D.R. HORTON ELKHORN PROJECT 40 (corner of Elkhorn Rd. & N. Tenaya Way)

Name(s):	JOHN R. ALLEN
Address:	7252 N. MONTE CRISTO WAY, LVNV 89131
Phone:	702-528-0623 Email: JJRA1949@aol.com
Signature:	Signature:
Comment(s):	HAVE A MINIMUM 1/4 ACRE LOTS

Name(s):	DAVID + DARLA POST
Address:	7290 ELKHORN RD.
Phone:	702-960-[illegible] Email: darlacoyc@yahoo.com
Signature:	Signature:
Comment(s):	WILL D.R. HORTON COMPENSATE EACH HOMEOWNER FOR VALUE LOST WHEN THEY BUILD HOMES ON TINY LOTS!!

Name(s):	Betty & Glenn - Rosalie Ogden
Address:	7240 No. Monte Cristo
Phone:	702-755-1623 Email: BLGN1932@Gmail.com (Lower Case)
Signature:	Betty L Glenn Signature:
Comment(s):	

Name(s):	JIM & NICOLE KOERNER
Address:	7275 SOLAR AVE
Phone:	702 525-7665 Email: NICCOACH66@AOL.COM
Signature:	Signature:
Comment(s):	

Name(s):	Dale & Sally Johnston
Address:	7260 Solar Ave
Phone:	702 501 4496 Email: Sallydalejohnston@cs.com
Signature:	Dale Johnston & Sally Johnston Signature:
Comment(s):	

TO: City of Las Vegas, City Council
City of Las Vegas, Department of Planning

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RE: Neighborhood Petition
D.R. HORTON ELKHORN PROJECT 40 (corner of Elkhorn Rd. & N. Tenaya Way)

Name(s): Alexander G. Rodriguez (Diane)
Address: 7385 SOLAR AVE
Phone: 702 327-3348 Email: Losbandidos@msn.com
Signature: Signature:
Comment(s):

Name(s): MICHAEL J GAZLAY
Address: 7240 SOLAR AVE
Phone: 7026580828 Email: MIGGAZLAY@COX.NET
Signature: Signature:
Comment(s): NOT ACCEPTABLE TO BE UNDER 1/3 ACRE PROPERTIES.

Name(s): ROBERT DAHL
Address: 7220 SOLAR AVE
Phone: 702-300-1242 Email: rdahl@rosendin.com
Signature: Signature:
Comment(s):

Name(s): Shadwn Frehner Sarah Frehner
Address: 7245 N. Tenaya
Phone: Email: Surahhy66@aol.com
Signature: Signature:
Comment(s):

Name(s): Kenneth LAROSEE Call about meeting
Address: 7395 SEVERANCE LN.
Phone: 702-497-0470 Email:
Signature: Signature:
Comment(s):

TO: City of Las Vegas, City Council
City of Las Vegas, Department of Planning

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Date / /	
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RE: Neighborhood Petition
D.R. HORTON ELKHORN PROJECT 40 (corner of Elkhorn Rd. & N. Tenaya Way)

Name(s):	Louise DeVries & Mark DeVries
Address:	7370 Solar Ave. LV NV 89131
Phone:	(702) 355-5629 Email: Fourchinitdev@aol.com
Signature:	Signature:
Comment(s):	

Name(s):	Julie Anderson
Address:	7340 N. Pioneer Way Kjander@Cox.net
Phone:	(702) 659-0758 Email: Kjander@cox.net
Signature:	Julie Anderson Signature:
Comment(s):	We would like to keep this area maintained as half acre properties.

Name(s):	JOHN HAZARD
Address:	7354 N. PIONEER WAY
Phone:	702-278-9964 Email: JHHZ@AOL.COM
Signature:	J R Hazard Signature:
Comment(s):	WANT TO KEEP RURAL NOT HIGH DENSITY

Name(s):	Jude Sanchez Sharon
Address:	7375 Severance LN
Phone:	702 302 1271 Email: JS[illegible]702@gmail.com
Signature:	Signature:
Comment(s):	wanted to keep it Rural.

Name(s):	Tamara McCalla / Robert McCalla
Address:	7355 Severance Ln.
Phone:	702 523 9056 Email: tlovsrrek@aol.com
Signature:	Signature:
Comment(s):	would like to keep it Rural / min 3/4 acre.

TO: City of Las Vegas, City Council
City of Las Vegas, Department of Planning

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RE: Neighborhood Petition
D.R. HORTON ELKHORN PROJECT 40 (corner of Elkhorn Rd. & N. Tenaya Way)

Name(s): Kristi McElyea (Todd)
Address: 7275 Severence Ln.
Phone: 702-612-2045 Email: tkmcelyea@gmail.com
Signature: KristiMcElyea Signature:
Comment(s):

Name(s): Angela & Earl Jones
Address: 7215 N. Monte Cristo Way
Phone: (702) 612-7903 Email: Nursfairy@gmail.com
Signature: Angela Jones Signature:
Comment(s): Would like to see larger lots as we have to be comparable to our neighborhood, ie horse trail

Name(s): Joe Conte
Address: 7225 Solar Ave
Phone: 702-596-3763 Email: joeconte796@gmail.com
Signature: Joe Conte Signature:
Comment(s):

Name(s): Berenice Warner
Address: 7230 Elkhorn Rd
Phone: 702-451-4940 Email: bwarner50@yahoo.com
Signature: Berenice Warner Signature:
Comment(s): I think that keeping the lots at 1/3 acre is appropriate & in line with the rest of the homeowners

Name(s): Oliver & Kiani Kidd Vicki & Shelly Cawsten
Address: 7220 Elkhorn Rd Las Vegas, NV 89131
Phone: 702-420-1660 Email: pberlin@hotmail.com
Signature: Kidd Signature:
Comment(s):

TO: City of Las Vegas, City Council
City of Las Vegas, Department of Planning

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Date	/ /
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RE: Neighborhood Petition
D.R. HORTON ELKHORN PROJECT 40 (corner of Elkhorn Rd. & N. Tenaya Way)

Name(s):	Jim & Patti Morley
Address:	7245 N Monte Cristo Ln
Phone:	702.581.4867 Email: MorleyJP@BV.com
Signature:	Signature:
Comment(s):	

Name(s):	COLLEEN McLAUGHLIN
Address:	7395 SOLAR AVE
Phone:	702-739-386-3806 Email: CKMCLGHLN@YAHOO.COM
Signature:	Colleen M McLaughlin Signature:
Comment(s):	

Name(s):	Helen + Craig Shadel
Address:	7240 North Pioneer Way
Phone:	702 645 5583 Email: cshadel@cox.net
Signature:	Helen Shadel Signature:
Comment(s):	

Name(s):	JEFF OWENS
Address:	7380 ELKHORN RD
Phone:	702-395-3042 Email: lektric@msn.com
Signature:	Signature:
Comment(s):	

Name(s):	Diane N. Rodriguez
Address:	7385 Solar Ave
Phone:	(702) 327-3349 Email:
Signature:	Diane N. Rodriguez Signature:
Comment(s):	

TO: City of Las Vegas, City Council
City of Las Vegas, Department of Planning

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RE: Neighborhood Petition
D.R. HORTON ELKHORN PROJECT 40 (corner of Elkhorn Rd. & N. Tenaya Way)

Name(s):	ARMON W. RAEVIS
Address:	7215 SOLAR AVE.
Phone:	702-499-4462 Email: AWR50@COX.NET
Signature:	Signature:
Comment(s):	Build 1/2 acre only
Name(s):	LORAINE D. RAEVIS
Address:	7215 SOLAR AVE.
Phone:	702 499-4462 Email: SAME
Signature:	Signature:
Comment(s):	Build 1/2 acre only
Name(s):	Kenny Friend
Address:	7354 N Monte Cristo Way
Phone:	702 580 4135 Email:
Signature:	Signature: Kenny Friend
Comment(s):	
Name(s):	Marianne Murray Ted Murray
Address:	7365 N. Monte Cristo Way
Phone:	7026582824 Email:
Signature:	Signature:
Comment(s):	
Name(s):	Trista Rich
Address:	7380 Solar Ave
Phone:	702-538-8477 Email:
Signature:	Signature:
Comment(s):	

TO: City of Las Vegas, City Council
City of Las Vegas, Department of Planning

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RE: Neighborhood Petition
D.R. HORTON ELKHORN PROJECT 40 (corner of Elkhorn Rd. & N. Tenaya Way)

Name(s): Brenda & Rosendo Valdez
Address: 7210 Solar Ave Las Vegas NV 89131
Phone: 702-499-7226 Email: bkvlonewolf@gmail.com
Signature: Brenda Valdez Signature: Rosendo Valdez
Comment(s): No High Density Homes. These are Ranch estates in this whole Neighborhood. They should not change the character of the area.

Name(s): Wesley Bevers
Address: 7355 N Tenaya Way
Phone: 702-882-9935 Email: Lovcars@yahoo.com
Signature: Wesley Bevers Signature: Brenda Bevers
Comment(s): DR Horton are not considered a quality builder, We prefer 1/2 acre with possibly 1 acre lots running along

Name(s): Michael Peterson
Address: 7225 Severence Ln
Phone: 702 217-3900 Email: Crvadd1@aol.com
Signature: Signature:
Comment(s):

Name(s): Cheryl Gordon
Address: 7380 N. Monte Cristo Way
Phone: 702-658-7648 Email: Cherie5622@aol.com
Signature: Cheryl Gordon Signature:
Comment(s): nothing smaller than 1/2 acre lots

Name(s): Arthur and Rebecca White
Address: 7375 Solar Ave LV, NV 89131
Phone: 702-308-2600 Email: BWHITE@COLUMBIASVEGAS.COM
Signature: Signature:
Comment(s): This is an estate home area and we have to maintain the acreage of the homes in this area. Nothing smaller than 1/2 acre lots.

TO: City of Las Vegas, City Council
City of Las Vegas, Department of Planning

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Date	/ /
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RE: Neighborhood Petition
D.R. HORTON ELKHORN PROJECT 40 (corner of Elkhorn Rd. & N. Tenaya Way)

Name(s):	Shelley D. Nicola
Address:	7270 Solar Ave
Phone:	658-7458
Email:	
Signature:	Shelley D. Nicola
Signature:	
Comment(s):	Please keep the property at ¼ to ½ acre lots

Name(s):	Richard Brendel
Address:	7350 Solar Ave
Phone:	
Email:	RICHTBRENDEL@YAHOO.COM
Signature:	Richard Brendel
Signature:	
Comment(s):	NOT IN FAVOR OF ANY ZONING CHANGES

Name(s):	
Address:	
Phone:	
Email:	
Signature:	
Signature:	
Comment(s):	

Name(s):	
Address:	
Phone:	
Email:	
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Comment(s):	

Name(s):	
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Comment(s):	

TO: City of Las Vegas, City Council
City of Las Vegas, Department of Planning

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RE: Neighborhood Petition
D.R. HORTON ELKHORN PROJECT 40 (corner of Elkhorn Rd. & N. Tenaya Way)

Name(s): KARI COBURN
Address: 7020 DEER SPRINGS WY
Phone: 702-460-4006 Email: Kari.coburn@unlv.edu
Signature: Signature: Kari C Coburn
Comment(s): I think that the zoning should remain as it currently is - 1/2 acre per house - to preserve our hard preservation area

Name(s): J GOMEZ
Address: 7355 N Monte Cristo Wy
Phone: 702 645 9767 Email:
Signature: JCGomez Signature:
Comment(s): This project should be 1 hs per 1/2 acre as the homes in this area.

Name(s): SHERRY GRAVEL
Address: 7335 N. MONTE CRISTO WAY
Phone: 702-396-7233 Email:
Signature: Sherry Gravel Signature:
Comment(s): I think lots should stay lg. 1 house per 1/2 acre

Name(s): Charles + Andrea Sillett
Address: 7368 N. Monte Cristo Wy.
Phone: 702 656 3623 Email:
Signature: Andrea Sillett Signature: Charles R Sillett
Comment(s): AGAINST !!!

Name(s):
Address:
Phone: Email:
Signature: Signature:
Comment(s):

Date: April 12, 2016. 6:00 PM
To: City of Las Vegas, Department of Planning, Public Hearing
From: Beth Posanke

I am here to represent our neighborhood of (64) homes that are on the Northwest corner of Elkhorn Rd. & Tenaya Way.

My husband and I attended the March 15, 2016 Neighborhood Meeting. I found out later, that many neighbors were not aware of this meeting. They never received the notification / postcard sent by the **City of Las Vegas, Department of Planning.**

Why weren't they notified? I learned "why" at our April 6th Neighborhood Meeting, with **Brad Burns** from **D.R. Horton**. The Planning Department is only required - by Law - to notify the neighbors who live within **1000 ft**. of the undeveloped property, on the corner of Elkhorn & Tenaya Way.

I asked, at the March 15th meeting, "Who is the Owner of the property?" Brad responded, "I can't divulge that. You can look it up on the Secretary of State's website." So, I did. (present my 4-11-16 Memo)

Once I found out the correct name of property owner, **Greengale Properties, LLC,** not Greendale Properties; I learned that the land is owned by the Greenspun and Gale families. I shared this information with my neighbors.

An "improper notification to the Public" became a big question. My neighbors asked, "Can we demand that another notification be sent to us?" And, "Will you bring this to their attention at the April 12th meeting?"

So, today, I am here to represent my neighbors, who for various reasons, can't be here. I have their signatures with me. The majority of my neighbors are ***opposed*** to the re-zoning of the Greengale property.

The Residents' signatures represent that any re-zoning of the Greengale Property should match what already exists in our neighborhood. This is the "heart" of our position. And this position expresses itself best on:

Page 13, of the City of Las Vegas' Unified Development Code, Under Purpose and Intent, Code19.00.030, items A – H, especially G:

G. "To maintain, through orderly growth and development, the character and stability of present and future land use and development in the City."

This re-zoning will definitely be "out of step" with the character and harmony of our neighborhood and the surrounding neighborhoods.

The Golden Rule: *"Do unto others, as you would want them, to do unto you."*

Submitted at Planning Commission
Date 4/12/2016 Item 36-39

I, Allison Bonanno, owner and resident of 6950 Rome Blvd 89131, hereby support DR Horton on docket # 36 of City Commission Agenda on April 12, 2016.

Thank You

Allison Bonanno

Planning Commission
Submitted at Planning Commission
Item
Date 4/12/2016 Item 35-36

I support the DR Horton development and feel it is the best use of the land.

Jon VanBlaricum

6500 Rio Vista
Las Veg NV 89131

Submitted at Planning Commission
Date 4/12/2016 Item 35-36

RECEIVED

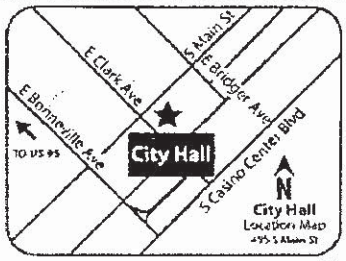
APR 4 2016

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

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



QUIT CHANGING THE ZONING. RESIDENCES WERE PURCHASED BECAUSE OF THE CURRENT ZONING.

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.

GPA-63487 & ZON-63488 [PRJ-63442]
Planning Commission Meeting of 4/12/2016

Case: GPA-63487

12515811054
MEYER W S TRUST ETAL
SOPKO CHERYL TRS
7088 SPRING BEAUTY AVE
LAS VEGAS NV 89131-0136

ST BRDGHP1 89131

35-36P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT
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Las Vegas, NV
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Return Service Requested
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-63487 & ZON-63488 [PRJ-63442]
Planning Commission Meeting of 4/12/2016

RECEIVED
APR 11 2016
City of Las Vegas
Dept. of Planning

12515405014 Case: GPA-63487
POSANKE GEORGE P
7280 ELKHORN RD
LAS VEGAS NV 89131-3345

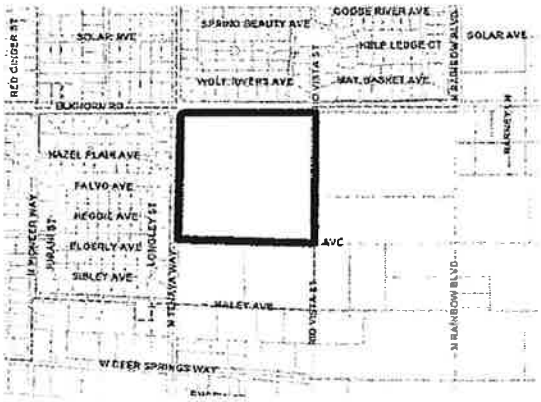
97 BRDGNF1 89131

Application Information

GPA-63487 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: GREENDALE PROPERTIES, LLC - For possible action on a request for a General Plan Amendment FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: R (RURAL DENSITY RESIDENTIAL) on 37.35 acres on the southeast corner of Elkhorn Road and Tenaya Way (APN 125-22-501-001), Ward 6 (Ross) [PRJ-63442].

ZON-63488 - REZONING RELATED TO GPA-63487 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: GREENDALE PROPERTIES, LLC - For possible action on a request for a Rezoning FROM: U (UNDEVELOPED) [DR (DESERT RURAL DENSITY RESIDENTIAL) GENERAL LAND USE DESIGNATION] TO: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED DISTRICT) on 37.35 acres on the southeast corner of Elkhorn Road and Tenaya Way (APN 125-22-501-001), Ward 6 (Ross) **[PRJ-63442]**.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***April 12, 2016***
Time:	6:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission unless appealed to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TTY 7-1-1) or go to http://www.lasvegasnevada.gov.

Date 04/12/2016 Item 35-36P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

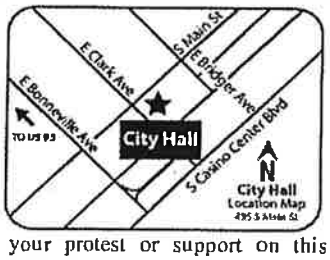
RECEIVED

APR 11 2016

City of Las Vegas
Dept. of Planning

PRSRT
FIRST CLASS MA
U.S. Postage
PAID
Las Vegas, NV
Permit No. 163(

Return Service Requested
Official Notice of Public Hearing



I would like to
Zoning Remain
As is - Desert Rural
Density Residential -1

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.

GPA-63487 & ZON-63488 [PRJ-63442]
Planning Commission Meeting of 4/12/2016

Case: GPA-63487
12515404004
MORLEY FAMILY REVOCABLE LIV TR
MORLEY JAMES P JR & PATRICIA TRS
7295 N MONTE CRISTO WY
LAS VEGAS NV 89131-3335

Submitted after final agenda

Date 04/12/2016 Item 35-36P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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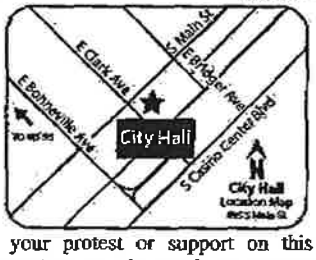
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
APR 11 2016
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.

GPA-63487 & ZON-63488 [PRJ-63442]
Planning Commission Meeting of 4/12/2016

Case: GPA-63487
12515403012
DINICOLA RICHARD S & SHELLEY S
7270 SOLAR AVE
LAS VEGAS NV 89131-3309

97 BRDGNP1 65131

Submitted after final agenda

Date 04/12/2016 Item 35-36P

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



RECEIVED
APR 6 2016
City of Las Vegas
Dept. of Planning

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: GPA-63487
12522603006
MARTIN FAMILY TRUST 1981
MARTIN FRANK E & BONNIE K TRS
3030 S HIGHLAND DR
LAS VEGAS NV 89109-1047

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-63487 & ZON-63488 [PRJ-63442]

Planning Commission Meeting of 4/12/2016

SE 89109P1 89109

Submitted after final agenda

Date 04/12/2016 Item 35-36A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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.

GPA-63487 & ZON-63488 [PRJ-63442]
Planning Commission Meeting of 4/12/2016

RECEIVED
APR 12 2016
City of Las Vegas
Dept. of Planning

Case: GPA-63487
12522114014
PATE MICHAEL J & KATHY L
7020 LONGLEY ST
LAS VEGAS NV 89131

97 BRDGNP1 89131

Submitted after final agenda
Date 04/12/2016 Item 35-36A

CREECH TOWER
7024040090
016 05:34

GPA-63487 ZON-63488

RECEIVED

APR 11 2016

City of Las Vegas
Dept. of Planning

Date: Sunday, April 10, 2016
To: City of Las Vegas Department of Planning
From: Beth Posanke, 7280 Elkhorn Rd. Las Vegas, NV 89131
Re: Improper Notification of the Re-Zoning "Application Information" to the Residents

---

- About a month ago, we had a Neighborhood Meeting, on **March 15, 2016,** with **Brad Burns**, V.P. of **D.R. Horton**. I asked Brad, "Who are the Owners of the property?" He said,
  - He couldn't disclose who the Owners of the property were.
  - He suggested I looked on the Secretary of State's website, to find out.
  - So, I did. I looked under Business Entity Search, and tried to find **Greendale Properties, LLC**. No results were found.
  - So I called the Secretary of State's Office, at **(775) 684-5708**. A woman tried to find this LLC and came up with the same answer. She gave me a number to call the Clark County Clerk's Office at **(702) 671-0548**
- I called, but I reached the District Court Records Dept. and a voice mail (message (a man's voice) instructed me NOT to leave a message, because no one will answer, but to call this **(702) 671-0555.**
- It was the Clark County Clerk's Office and a woman told me to call the Clark County Recorder's office, at **(702) 455-4336.**
  - At this point, I asked the names of the people that I spoke with.
- So, when I called, I spoke with Mary Ellen, at the Clark County Recorder's Office and she told me to call the City Assessor's Office at **(702) 455-3882**
- I spoke with Rhoda, at the City Assessor's Office.
  - I told her the name of the LLC on the *"Official Notice of Neighborhood Meeting"* It was Greendale Properties, LLC .
  - She looked up the name and didn't see a listing.
  - She asked me for the APN # and she looked that up. She said that the deed on the property is **Greengale Properties, LLC.**
- It was a lesson on navigating through the State, County and City governments.
- What was difficult about all this, is that the **City of Las Vegas Department of Planning** misspelled the name of **Greendale Properties, LLC** on both the ***"March 15, 2016 Official Notice of Neighborhood Meeting"*** and ***"April 12, 2016 Application Information / Public Hearing Information"*** postcards.
  - The Planning Dept. should've simply checked the spelling before it was printed and sent out to the Public.
  - The proper name of the LLC is **"Greengale Properties, LLC"**.
- This was careless from the City of Las Vegas Department of Planning. The misspelling of the LLC constitutes **"an improper notification to the Public"**.

Sincerely,
Beth Posanke

Submitted after final agenda

Date 04/12/2016 Item 35-36 C

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

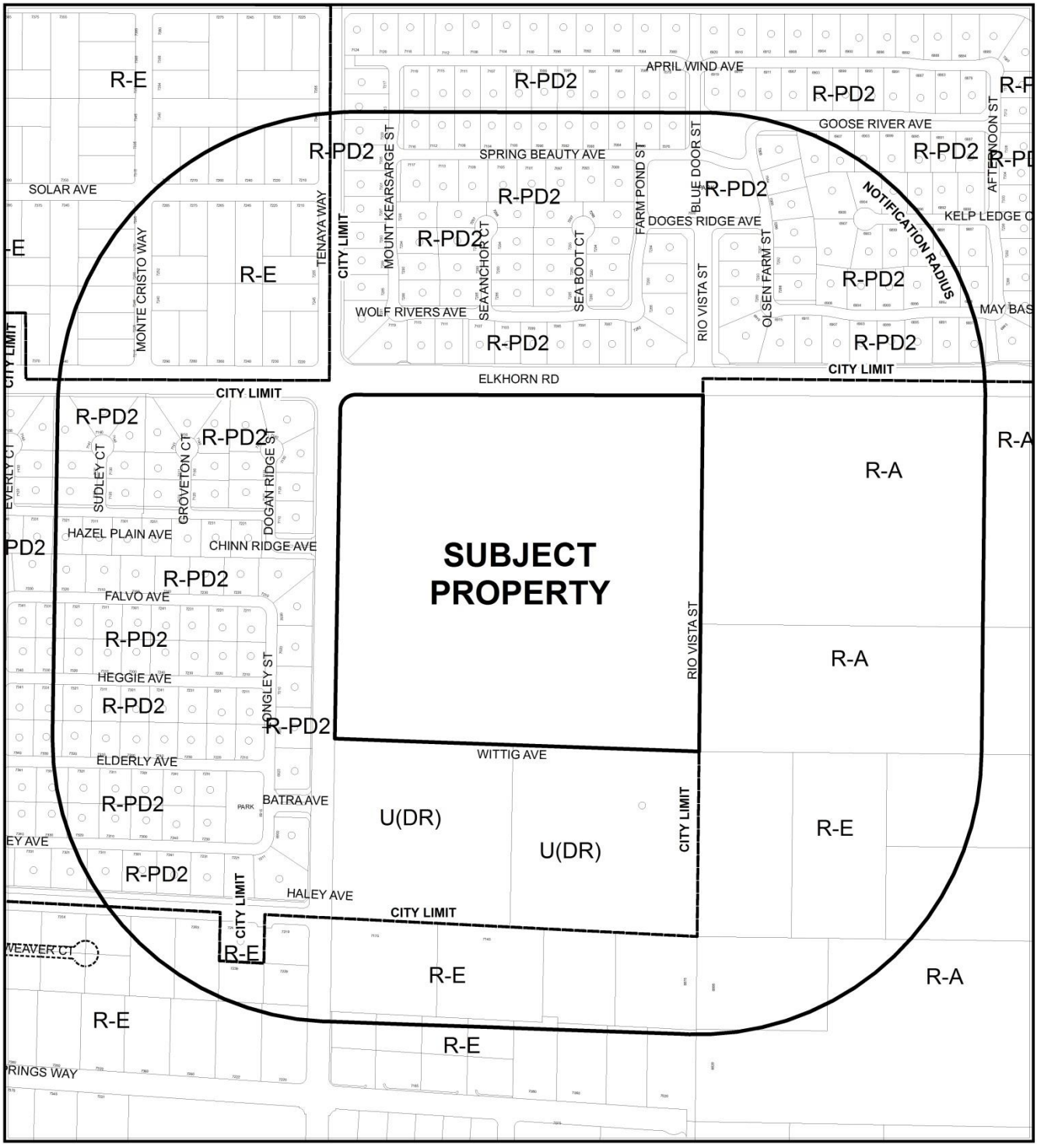
SUBJECT:
ZON-63488 – ABEYANCE ITEM - REZONING RELATED TO GPA-63487 - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: GREENDALE PROPERTIES, LLC - For possible action on a request for a Rezoning FROM: U (UNDEVELOPED) [DR (DESERT RURAL DENSITY RESIDENTIAL) GENERAL LAND USE DESIGNATION] TO: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED DISTRICT) on 37.35 acres on the southeast corner of Elkhorn Road and Tenaya Way (APN 125-22-501-001), Ward 6 (Ross) [PRJ-63442]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**63**	**Planning Commission Mtg.**	**4**
City Council Meeting	**10**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

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.



CASE: **ZON-63488 (PRJ-63442)**

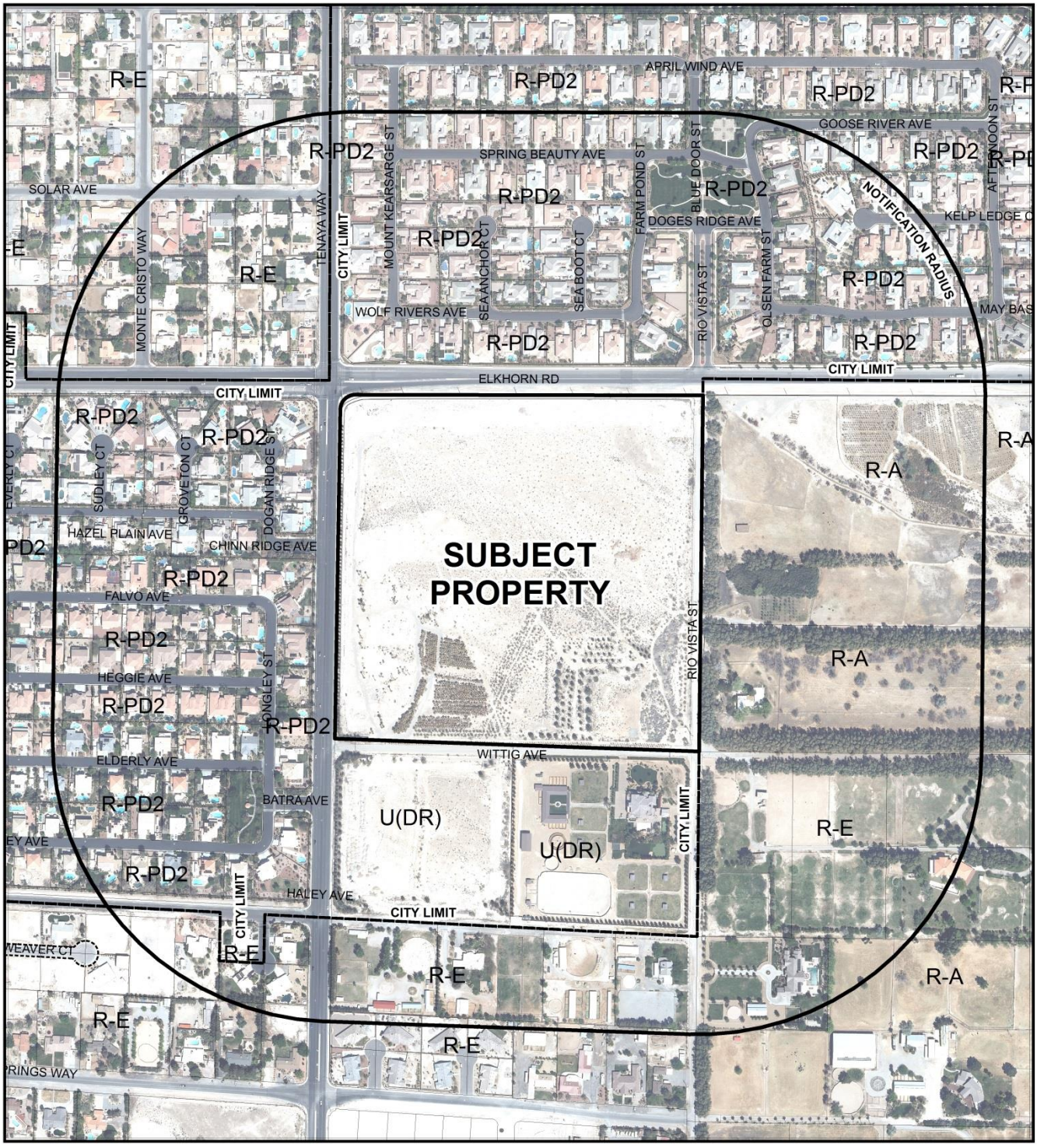
RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: DR (DESERT RURAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: R (RURAL)

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [DR (DESERT RURAL DENSITY RESIDENTIAL) GENERAL LAND USE DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED DISTRICT)



CASE: **ZON-63488 (PRJ-63442)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: DR (DESERT RURAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: R (RURAL)

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [DR (DESERT RURAL DENSITY RESIDENTIAL) GENERAL LAND USE DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED DISTRICT)

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-63488 APN: 125-22-501-001

Name of Property Owner: Greengale Properties, LLC

Name of Applicant: DR Horton

Name of Representative: Triton 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: _____

Print Name: David Jennings
P.R. Horton, Inc.

Subscribed and sworn before me

This 23 day of February, 2016

A. Williams
Notary Public in and for said County and State

Amanda Williams
Notary Public
State of Nevada
Appt. No. 03-82207-1
Appt. Exp. May 11, 2018

PRJ-63442
02/23/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Zone Change

Project Address (Location) 7092 N.Tenaya Way Las Vegas, NV 89131

Project Name Elkhorn 40 **Proposed Use** Residential

Assessor's Parcel #(s) 125-22-501-001 **Ward #** 1

General Plan: existing U-DR proposed L **Zoning:** existing O proposed R-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 37.35 **Lots/Units** _____ **Density** _____

Additional Information To Rezone the property from O to R-1

PROPERTY OWNER Greengale Properties, LLC **Contact** Jeff Gale

Address 7092 N. Tenaya Way **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89131

E-mail Address _____

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Drive, Suite #141 **Phone:** (702) 672-1939 **Fax:** _____

City Henderson **State** NV **Zip** 89014

E-mail Address MEJones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** Aimee Ignatowicz-English

Address 6757 W. Charleston Blvd. Ste# B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NV **Zip** 89146

E-mail Address aignatowicz@tritoneng.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 Jennings D.R. Horton, Inc.

Subscribed and sworn before me

This 23 day of February, 20 16.

_____

Notary Public in and for said County and State

Amanda Williams
Notary Public
State of Nevada
Appt. No. 03-82207-1
Appt. Exp. May 11, 2018

Revised 10/27/08

FOR DEPARTMENT USE ONLY

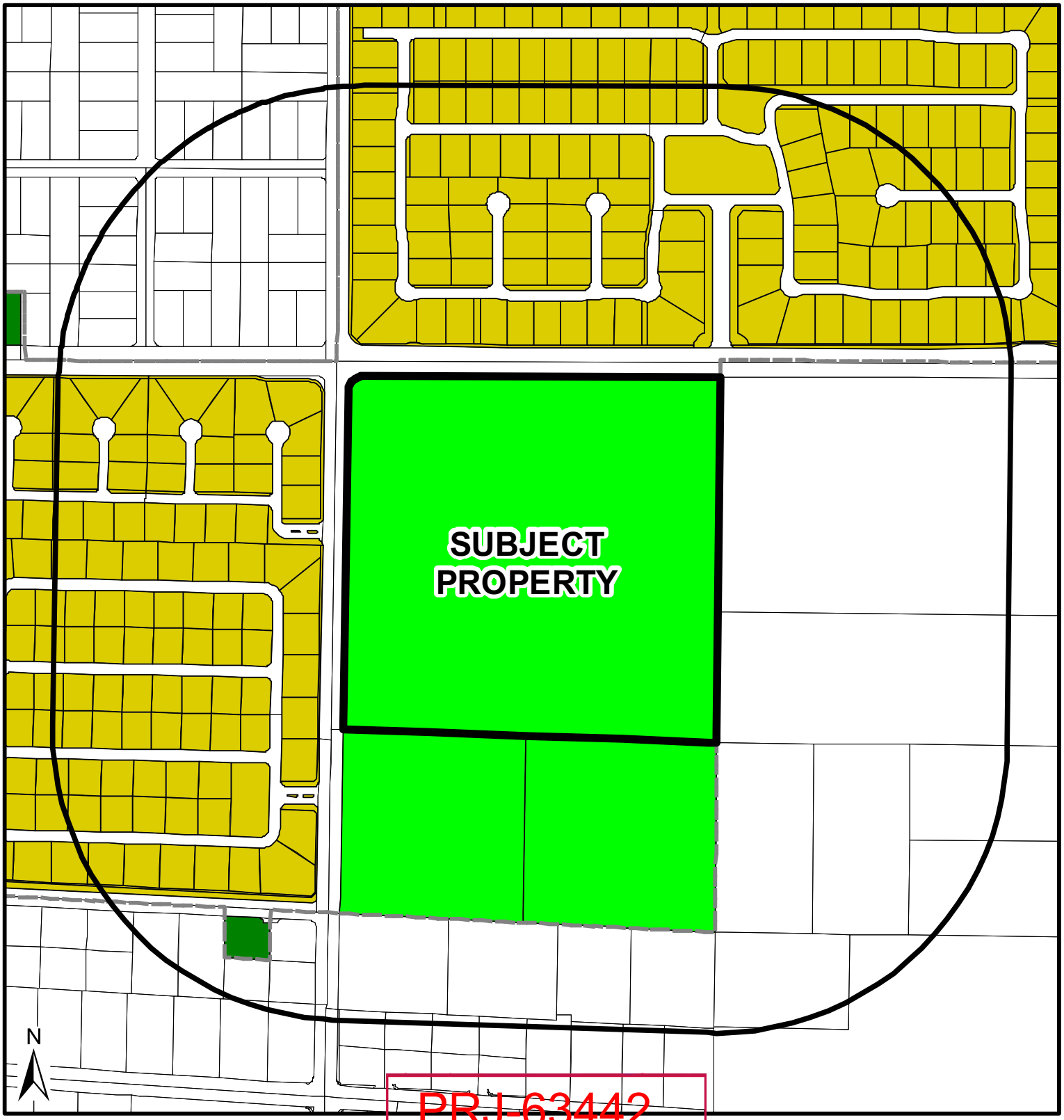
Case #	ZON-63488
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

*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.

f:\depot\Application Packet\Application Form.pdf

PRJ-63442
02/23/16

ZON-63488



PRJ-63442
04/25/16

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(DR) TO R-D

- 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: Monday, April 25, 2016

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

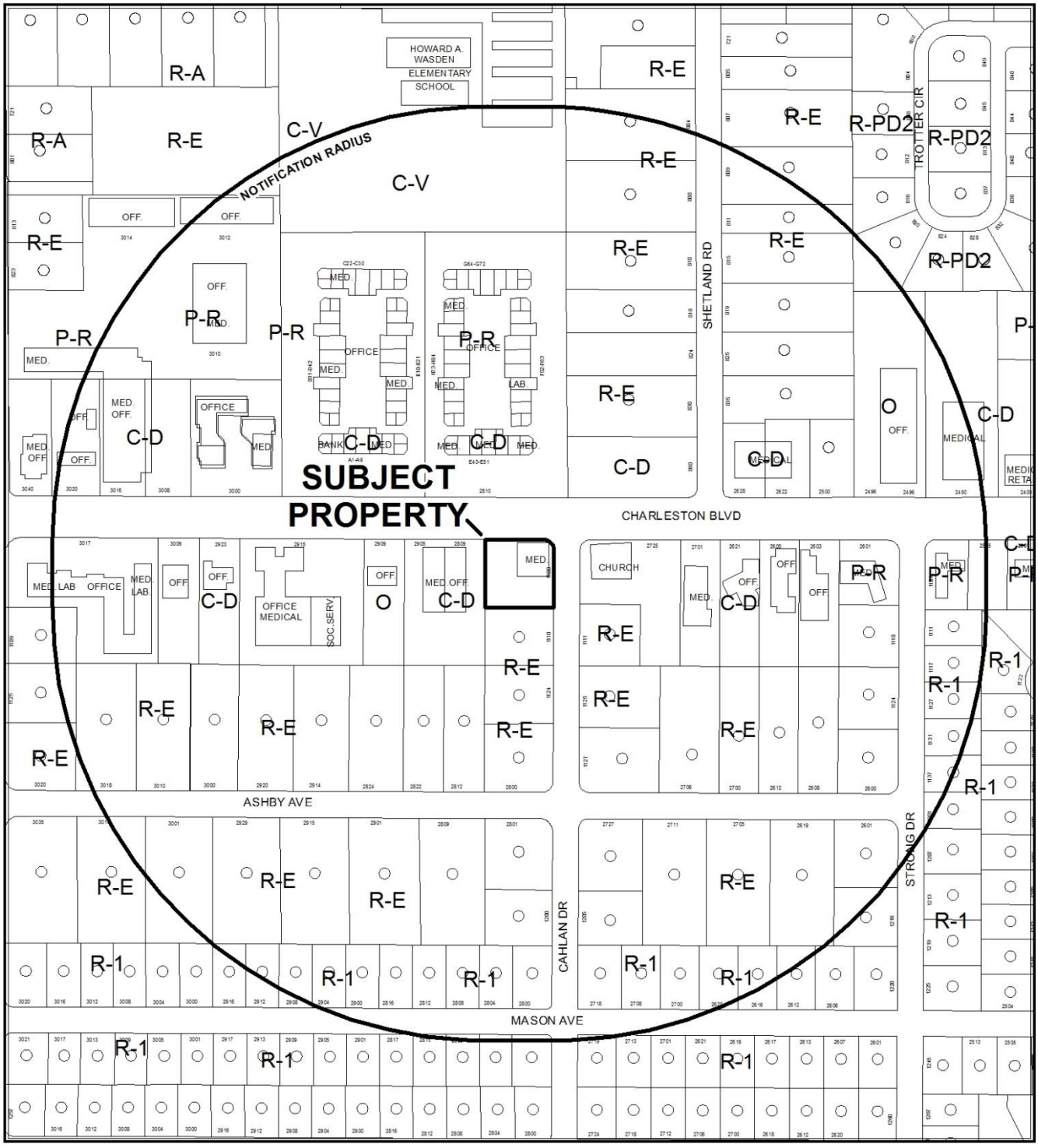
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-63475 – ABEYANCE ITEM - REZONING - PUBLIC HEARING - APPLICANT/OWNER: BALLE CENTER, LLC - For possible action on a request for a Rezoning FROM: C-D (DESIGNED COMMERCIAL) TO: O (OFFICE) on 0.57 acres at 2801 West Charleston Boulevard (APN 162-05-510-006), Ward 1 (Tarkanian) [PRJ-63360]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**1**
City Council Meeting	**4**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (7-0Staff recommend APPROVAL.

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 Submitted at the April 12, 2016 Planning Commission Meeting



0 200 400 Feet

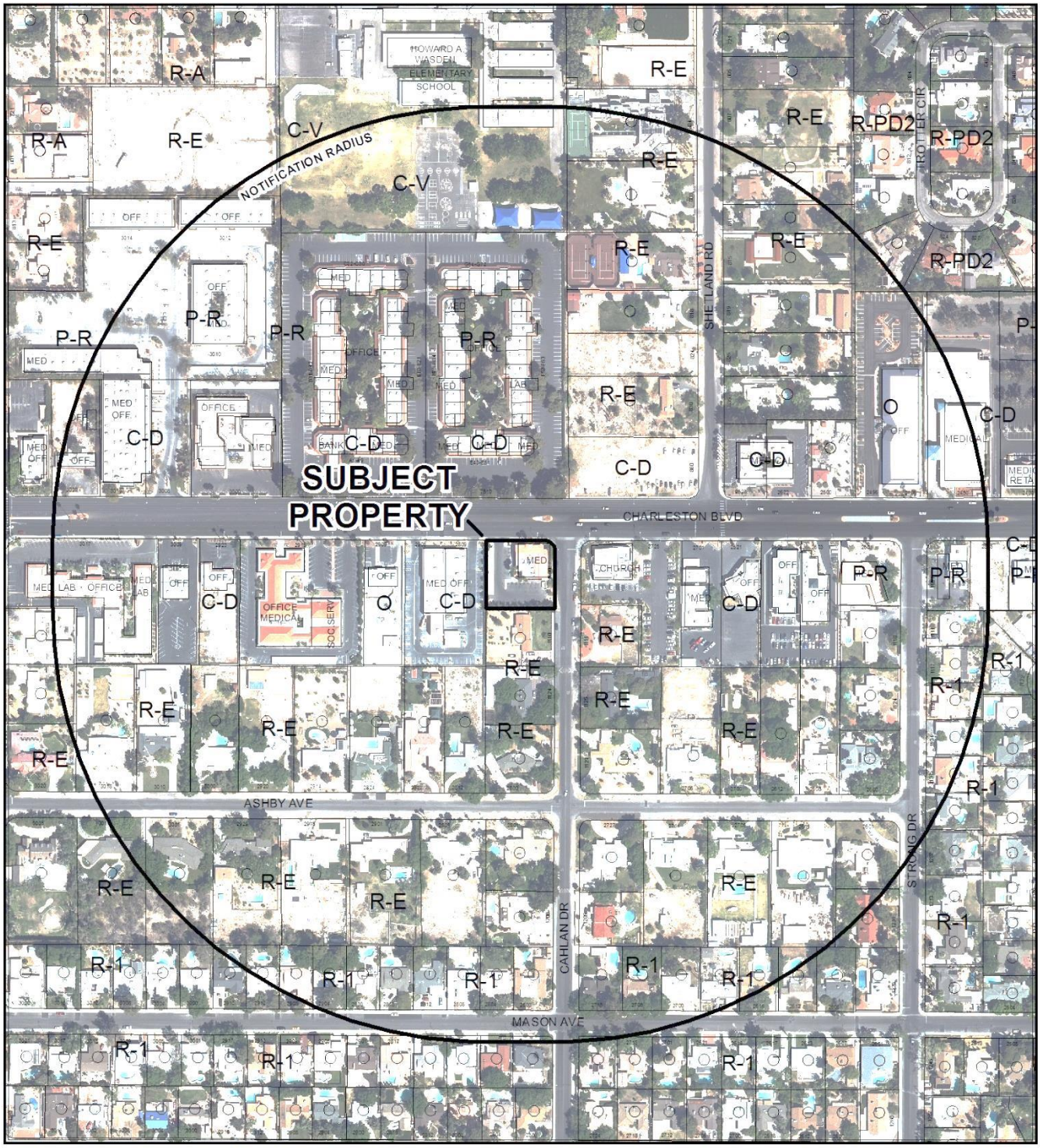
CASE: **ZON-63475 (PRJ-63360)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-D (DESIGNED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: O (OFFICE)

N



0 200 400
Feet

CASE: **ZON-63475 (PRJ-63360)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-D (DESIGNED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: O (OFFICE)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: BALLE CENTER, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-63475	Staff recommends APPROVAL.	

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to Rezone 2801 West Charleston Boulevard from the C-D (Designed Commercial) zoning district to the O (Office) zoning district. As Title 19 no longer supports the C-D (Designed Commercial) zoning district, and rezoning the subject site would bring the subject site into compliance with the site's current General Plan designation of O (Office); staff is recommending approval of this request.

ISSUES

- The C-D (Designed Commercial) zoning district is no longer supported by Title 19.
- Rezoning the subject site from C-D (Designed Commercial to O (Office) will bring the subject site into compliance with the current General Plan designation of O (Office).
- The CD-O (Designed Commercial Overlay District) provides standards for limited commercial uses where it is necessary to preserve the character of surrounding land uses with less intense commercial development. If this rezoning request is approved, the requirements of the CD-O will take precedence over the height, setback and lot coverage provisions of the O (Office) District.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
09/02/97	The Board of Zoning Adjustment denied a request for a Variance on property located at 1100 Cahlan Drive to allow a proposed 26-foot tall building where 20 feet is the maximum height allowed; and to allow a building setback of 15 feet from the front property line, 5 feet from the side property line, and 71.88 feet from the rear property line where 25, 10 and 78 feet are the minimum setbacks required.
09/22/97	The City Council approved an appeal of the denial by the Board of Zoning Adjustment on a request for a Variance on property located at 1100 Cahlan Drive to allow a proposed 26-foot tall building where 20 feet is the maximum height allowed; and to allow a building setback of 15 feet from the front property line, 5 feet from the side property line, and 71.88 feet from the rear property line where 25, 10 and 78 feet are the minimum setbacks required.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/19/02	The City Council approved a request to amend portions of the Southeast Sector map of the general Plan in the general vicinity of the Charleston Boulevard/Rancho Drive intersection from SC (Service Commercial) to O (Office); from R (Rural Density Residential) to DR (Desert Rural Density Residential); from O (Office) to DR (Desert Rural Density Residential) and; from L (Low Density Residential) to DR (Desert Rural Density Residential) in accordance with the recommendations of the Rancho Charleston Lad Use Study and Strategic plan.
04/18/12	The City Council approved a request for a General Plan Amendment to establish Redevelopment Area 2 and change the future land use designation on various parcels within the Redevelopment Area to Commercial or Mixed-Use. The Planning Commission and staff recommended approval.
05/03/12	Code Enforcement processed a complaint (#113717) for a banner in the trees at 2801 West Charleston Boulevard. The case was resolve on 05/22/12.
04/12/16	The Planning Commission unanimously voted to recommend APPROVAL of a request for a Rezoning (ZON-63475) FROM: C-D (DESIGNED COMMERCIAL) TO: O (OFFICE) on 0.57 acres at 2801 West Charleston Boulevard (APN 162-05-510-006), Ward 1 (Tarkanian) [PRJ-63360].
05/18/16	The City Council voted to hold request for a Rezoning (ZON-63475) FROM: C-D (DESIGNED COMMERCIAL) TO: O (OFFICE) on 0.57 acres at 2801 West Charleston Boulevard (APN 162-05-510-006), Ward 1 (Tarkanian) [PRJ-63360] in abeyance to the June 15, 2016 City Council meeting.

Most Recent Change of Ownership	
10/20/04	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
Pre-1991	A business license (P55-01218) was issued for a Physician at 2801 West Charleston Boulevard, Suite 200. The license is currently active.
08/16/91	A business license (#P55-00685) was issued for a Dental Firm at 2801 West Charleston Boulevard, Suite 100. The license is currently is collection status.
07/07/98	A building permit (#98013910) was issued for onsite improvements at 2801 West Charleston Boulevard. The permit received its final inspection on 02/23/99.
07/07/98	A building permit (#98013934) was issued for a shell building certificate of completion at 2801 West Charleston Boulevard. The permit received its final inspection on 02/19/99.
07/07/98	A building permit (#319026) was issued for electrical at 2801 West Charleston Boulevard. The permit received its final inspection on 02/20/99.
07/07/98	A building permit (#98013911) was issued for a shell building certificate of completion at 2801 West Charleston Boulevard. The permit received its final inspection on 03/23/99.

Related Building Permits/Business Licenses	
09/15/98	A building permit (#325186) was issued for a wall/trash enclosure at 2801 West Charleston Boulevard. The permit received its final inspection on 01/19/99.
01/28/99	A building permit (#332452) was issued for a wall at 2801 West Charleston Boulevard. The permit expired on 07/31/99.
06/15/99	A building permit (#338114) was issued for 9-foot by 18-foot carports for 12 parking spaces at 2801 West Charleston Boulevard. The permit received its final inspection on 07/16/99.
04/17/01	A business license (C55-00096) was issued for a Clinical Laboratory at 2801 West Charleston Boulevard, Suite 201. The license is currently active.
10/02/14	A business license (G62-06610) was issued for Insurance Sales at 2801 West Charleston Boulevard, Suite 100. The license is currently active.

Pre-Application Meeting	
02/10/16	Staff conducted a pre-application meeting where the submittal requirements for a rezoning were discussed.

Neighborhood Meeting	
05/02/16	The applicant conducted a voluntary neighborhood meeting where the following concerns of the neighbors were expressed to the applicant's representative: • Why has the dental assistant school chosen this neighborhood? • Having a school in the neighborhood causes concern. • How many students? What is the cost of the tuition? • What are the scheduled days and times classes will be held? • Concern over other uses allowed in the O (Office) zone such as a Restaurant with Alcohol. • Patients are currently parking along Cahlan Drive. • Residents not happy with the current activities associated with the dental practice. In attendance was the applicant's representative, one representative from the Department of Planning, one representative from Ward 1 Council office, and 9 members of the public (neighbors). The majority of the neighbors in attendance were in opposition of this application. The meeting began at 6:00 pm, and concluded at 7:30 pm.

Neighborhood Meeting	
06/02/16	The applicant conducted a second voluntary neighborhood meeting where the following concerns of the neighbors were expressed to the applicant's representative: • The neighbors do not have an issue with the proposed dental hygienist school itself, it is the proposed rezoning from C-D (Designed Commercial) to O (Office) and the uses that would be allowed in the O (Office) zone that give the neighbors concern. • The neighbors expressed concern in regards to parking that currently occurs along Cahlan Drive. The neighbors would like to see a "No Parking" sign along Cahlan Drive. In attendance was the applicant's representative, one dental office representative, one representative from the Department of Planning, one representative from Ward 1 Council office, and four members of the public (neighbors). The meeting began at 6:00 pm, and concluded at 6:45 pm.

Field Check	
03/03/16	Staff performed a routine field check where a well maintained office building was observed, with the exception of the trash enclosure. The gate on the trash enclosure was broken with one gate panel missing.

Details of Application Request	
Site Area	
Net Acres	0.56

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office, Medical or Dental	O (Office)	C-D (Designed Commercial)
North	Office, Medical or Dental	O (Office)	P-R (Professional Office) C-D (Designed Commercial)
South	Detached Single Family Residence	DR (Desert Rural Residential)	R-E (Residence Estates)
East	Church/House of Worship	O (Office)	C-D (Designed Commercial)
West	Office, Medical or Dental	O (Office)	C-D (Designed Commercial)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
CD-O (Designed Commercial Overlay)	Y
A-O (Airport Overlay) District - 175 Feet	Y
Rural Preservation Overlay District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Rancho Charleston Land Use Study	Y
Las Vegas Redevelopment Plan Area – Redevelopment Area 2	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

ANALYSIS

The applicant is requesting to rezone the subject site from C-D (Designed Commercial) to O (Office) at 2801 West Charleston Building. The subject site is an existing two-story medical office building with existing tenants. The applicant indicates in their justification letter the desire to be able to co-locate a dental hygienist training school (Business School) within an existing dental office in suite 100. Currently, the C-D (Designed Commercial) zoning district does not allow for a Business School, but the O (Office) zoning district does permit a Business School.

The subject sites current zoning designation of C-D (Designed Commercial) is no longer supported by Title 19. In addition, the General Plan designation of the subject site is O (Office) which supports the requested O (Office) zoning district. While the zoning district of C-D (Designed Commercial) may no longer be applicable, the subject site is located within the CD-O (Designed Commercial Overlay District) which requires any new construction to be subject to the requirements of the CD-O (Designed Commercial Overlay District). The CD-O (Designed Commercial Overlay District) limits building height to one story or 20 feet, whichever is less for parcels fronting Charleston Boulevard between Rancho Drive and Valley View Boulevard, unless otherwise approved by the City Council. Rezoning the subject site to the O (Office) zoning district would allow for the same or similar uses that already exist on the site.

The O (Office) District is designed to provide for the development of office uses, supporting service uses and low intensity commercial uses performing administrative, professional and personal services. These may be small office buildings developed in a cluster with an internal traffic circulation system or one larger office building. The O (Office) District offers a buffer zone between residential and more intense retail/commercial uses.

Rezoning the subject site from the non-supported C-D (Designed Commercial) zoning district to the O (Office) zoning district would bring the subject site into compliance with the site's current General Plan designation of O (Office); therefore, staff is recommending approval of this request.

FINDINGS (ZON-63475)

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 to O (Office) would conform to the existing O (Office) General Plan designation, which allows for office uses, supporting service uses and low intensity commercial uses performing administrative, professional and personal services.

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 O (Office) District allows for office uses, supporting service uses and low intensity commercial uses performing administrative, professional and personal services that would be compatible with the existing surrounding land uses.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The C-D (Designed Commercial) zoning district is no longer supported by Title 19, as restrictions are placed on development through the Designed Commercial Overlay District.

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 access to the subject property is provided from Charleston Boulevard, a 100-foot Primary Arterial as classified by the Master Plan of Streets and Highways. Secondary access is provided from Cahlan Drive, a 60-foot local street. Both roadways have adequate capacity to accommodate the proposed O (Office) zoning district.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 25

NOTICES MAILED 115 (By City Clerk)

APPROVALS 1

PROTESTS 2

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-63475 APN: _____

Name of Property Owner: Balle Center L.L.C.

Name of Applicant: Balle Center L.L.C.

Name of Representative: Anthony J. Celeste

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: Peter S. Balle

State of Nevada County of Clark

Subscribed and sworn before me

This 13 day of Feb, 2016.

_____

Notary Public in and for said County and State

WING SZE WONG
Notary Public - State of Nevada
County of Clark
APPT. NO. 15-1590-1
My App. Expires April 1, 2019

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

PRJ-63360
03/01/16

1758182v1 AMP 17704.1

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Rezoning from C-D to O

Project Address (Location) 2801 W. Charleston Blvd.

Project Name Balle Center L.L.C. **Proposed Use** Medical Offices

Assessor's Parcel #(s) 162-05-510-006 **Ward #** _____

General Plan: existing 0 **proposed** n/a **Zoning: existing** C-D **proposed** O

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Balle Center L.L.C. **Contact** Peter S. Balle, DDS

Address 2801 W. Charleston Blvd. **Phone:** n/a **Fax:** n/a

City Las Vegas **State** NV **Zip** 89102

E-mail Address n/a

APPLICANT Balle Center L.L.C. **Contact** Peter S. Balle, DDS

Address 2801 W. Charleston Blvd. **Phone:** n/a **Fax:** n/a

City Las Vegas **State** NV **Zip** 89102

E-mail Address _____

REPRESENTATIVE Kaempfer Crowell **Contact** Anthony J. Celeste

Address 1980 Festival Plaza Drive, Ste. 650 **Phone:** 702-792-7000 **Fax:** 702-796-7181

City Las Vegas **State** NV **Zip** 89135

E-mail Address ajc@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 Peter S. Balle

State of Nevada County of Clark

Subscribed and sworn before me

This 13 day of February, 2016

WING SZE WONG
Notary Public - State of Nevada
County of Clark
APPT. NO. 15-1590-1
My App. Expires April 1, 2019

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	ZON-63475
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.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

PRJ-63360
03/01/16

BALLE CENTER L.L.C.

Business Entity Information

Status:	Default	File Date:	11/3/1999
Type:	Domestic Limited-Liability Company	Entity Number:	LLC8401-1999
Qualifying State:	NV	List of Officers Due:	11/30/2015
Managed By:	Managers	Expiration Date:	11/3/2499
NV Business ID:	NV19991084560	Business License Exp:	11/30/2015

Additional Information

Central Index Key:	

Registered Agent Information

Name:	PETER S BALLE DDS	Address 1:	2801 W CHARLESTON STE 100
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89102
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information

No Par Share Count:	0	Capital Amount:	$ 0

No stock records found for this company

Officers

☐ Include Inactive Officers

Manager - JILL L BALLE

Address 1:	2801 W. CHARLESTON BLVD STE # 100	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89102	Country:	USA
Status:	Active	Email:	

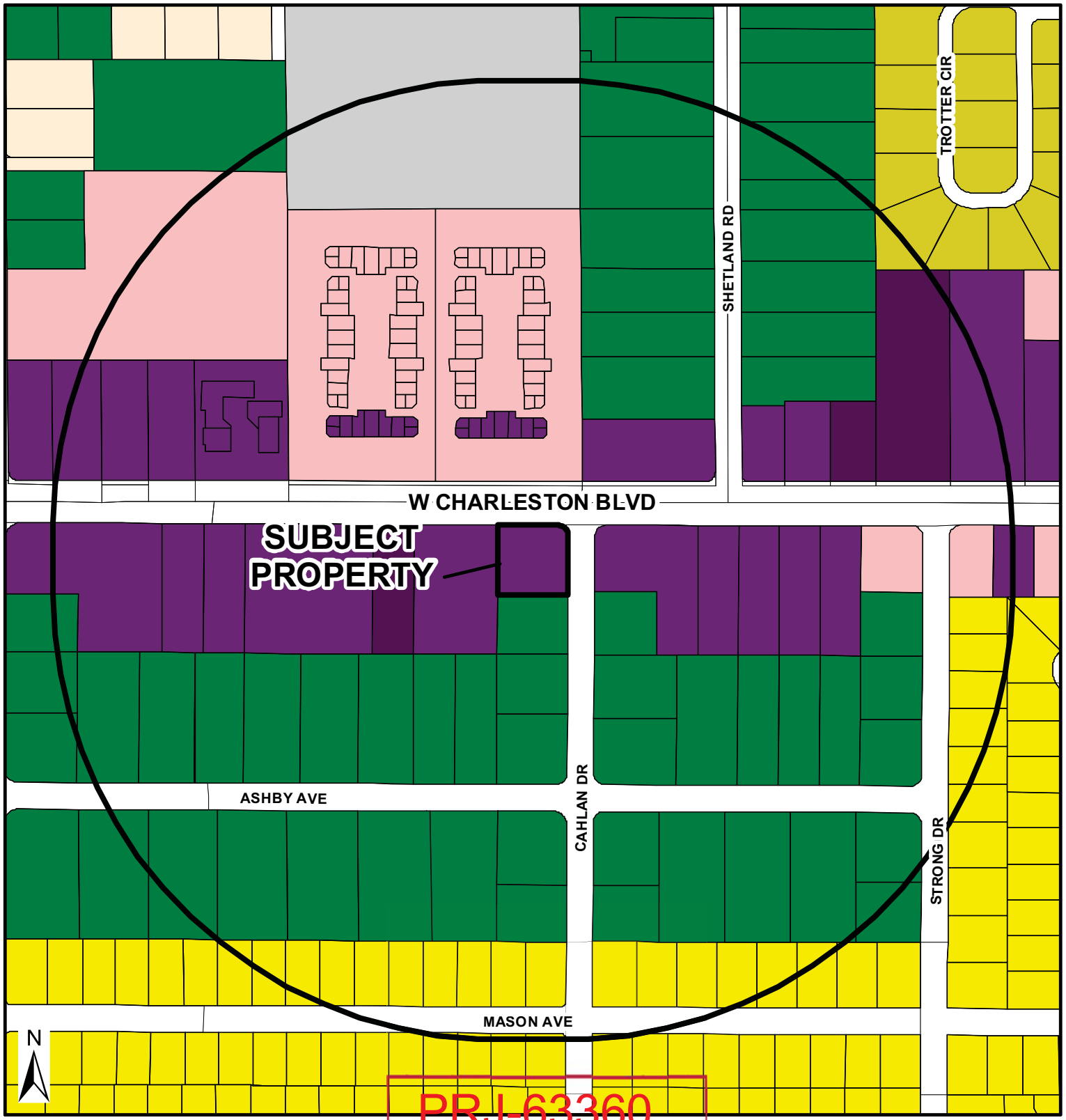
Manager - PETER S BALLE DDS

Address 1:	2801 W. CHARLESTON BLVD STE # 100	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89102	Country:	USA
Status:	Active	Email:	

ZON-63475

PRJ-63360
03/01/16

ZON-63475



PRJ-63360
03/16/16

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 C-D TO P-O

- 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, March 10, 2016



ZON-63475 [PRJ-63360] - REZONING - APPLICANT/OWNER: BALLE CENTER, LLC
2801 WEST CHARLESTON BOULEVARD

03/03/16



ZON-63475 [PRJ-63360] - REZONING - APPLICANT/OWNER: BALLE CENTER, LLC
2801 WEST CHARLESTON BOULEVARD

03/03/16



ZON-63475 [PRJ-63360] - REZONING - APPLICANT/OWNER: BALLE CENTER, LLC
2801 WEST CHARLESTON BOULEVARD

03/03/16



ZON-63475 [PRJ-63360] - REZONING - APPLICANT/OWNER: BALLE CENTER, LLC
2801 WEST CHARLESTON BOULEVARD

03/03/16



ZON-63475 [PRJ-63360] - REZONING - APPLICANT/OWNER: BALLE CENTER, LLC
2801 WEST CHARLESTON BOULEVARD

03/03/16

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE

ANTHONY J. CELESTE
aceleste@kcnvlaw.com
702.693.4215

LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

February 22, 2016

VIA UPLOAD

City of Las Vegas
PLANNING & DEVELOPMENT DEPARTMENT
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Justification Letter
Zone Change Request
APN: 162-05-510-006 (Charleston/Cahlan)

To Whom It May Concern:

Our Firm represents a proposed tenant with respect to a request for a zone change for property located on the southwest corner of Charleston Boulevard and Cahlan Drive, more particularly described as APN: 162-05-510-006 (the "Site"). The Site is approximately 0.57 acres.

A dentistry practice along with another medical practice and labs operate on the Site. The proposed tenant is a vocational school that trains dental assistants. The tenant is looking to co-locate with the existing dentistry practice on the Property. Unfortunately, the current zoning, Design Commercial District (C-D), does not allow a dental assistant school use. Additionally, the C-D is no longer a zoning district under Title 19.

The application is for a proposed zone change to Office (O). A zoning district of O is a less intense zoning district than C-D or C-1, but, ironically, permits a dental assistant school use.

The tenant anticipates a maximum of 24 students per school session with maximum of 3 instructors. Additionally, the tenant will only be operating on Saturdays between 8:00 am and 5 pm. As a result, these hours of operation do not conflict with the dentistry use as the dentistry is open Mondays through Fridays.

With respect to parking, the Site can accommodate and meet the schools parking needs. The Site has 43 parking spaces; 18 parking spaces of which are required for the dentistry practice. Pursuant to Title 19, the school is required to provide 15 parking spaces. Since the dentistry practice and the school use will operate on different days and hours, the dentistry's 18 parking spaces are available for the school use. Therefore, the available parking on the Site for the school use actually exceeds the parking requirements.

Since the O zoning district is one of the least intense zoning districts and the hours of operation will not conflict with the dentistry use, a zone change to O is appropriate.

PRJ-63360
03/01/16

ZON-63475

We thank you in advance for your time and consideration of this request. Should you have any questions, please feel free to contact me.

Sincerely,

KAEMPFER CROWELL

Anthony J. Celeste

AJC/

PRJ-63360
03/01/16

ZON-63475

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Follow the rules! Don't expect to walk all over others.

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2016 MAY 17 A 7:46

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.

Case: ZON-63475

16205510027
13 STRONG TRUST
1216 STRONG DR
LAS VEGAS NV 89102-2136

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

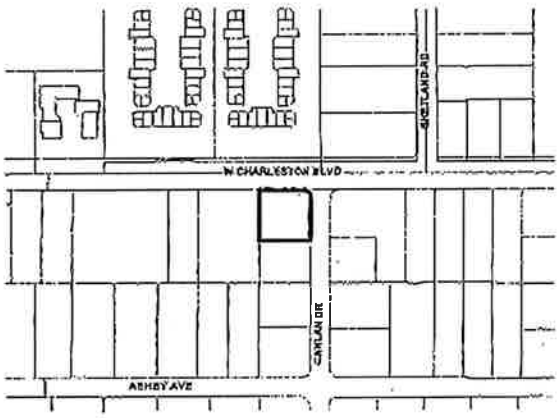
ZON-63475 [PRJ-63360]
City Council Meeting of May 18, 2016

LAS VEGAS NV 890

Application Information

ZON-63475 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: BALLE CENTER, LLC - For possible action on a request for a Rezoning FROM: C-D (DESIGNED COMMERCIAL) TO: O (OFFICE) on 0.57 acres at 2801 West Charleston Boulevard (APN 162-05-510-006), Ward 1 (Tarkanian) [PRJ-63360].

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	*May 18, 2016*
Time:	1:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

Any and all interested persons may appear and be heard at said meeting, or may, prior to this meeting, file a written objection thereto or approval thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada 89101. For further information, including the full staff report, please call (702) 229-6311 (7-1-1 Relay Nevada) or go to http://www.lasvegasnevada.gov.

Submitted after final agenda

Date 5/17/16 Item 77

May. 13. 2016 8:35AM No. 6471 P. 2/2

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-63475 [PRJ-63360]
City Council Meeting of May 18, 2016

Case: ZON-63475
16205515006
MAFFEY DAVID C & MICHELLE R
2612 MASON AVE
LAS VEGAS NV 89102-2126

149 DRDGNP1 89102

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2016 MAY 16 A 7:15

Submitted after final agenda

Date 5/16/16 Item 97

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-63475 [PRJ-63360]
City Council Meeting of May 18, 2016

Case: ZON-63475
16205510026
POTTER GORDON TRUST
COPE BRYAN TRS
2619 ASHBY AVE
LAS VEGAS NV 89102-2101

149 ORDGNP1 89102

Submitted after final agenda

Date 5/16/16 Item 97

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-63475 [PRJ-63360]
City Council Meeting of May 18, 2016

Case: ZON-63475
16205512011
TABOR FAMILY TRUST
TABOR ROGER W & AMY TRS
2600 ASHBY AVE
LAS VEGAS NV 89102-2102

143 ORDSNP1 89102

Submitted after final agenda

Date 5/11/16 Item 97

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-63475 [PRJ-63360]
City Council Meeting of May 18, 2016

Case: ZON-63475
16205512015
YAKOUBOFF BIJAN TRUST
YAKOUBOFF BIJAN TRS
2706 ASHBY AVE
LAS VEGAS NV 89102-2135

149 DRDGNP1 89102

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-63475 [PRJ-63360]
City Council Meeting of May 18, 2016

Case: ZON-63475
16205511008
BUSTAN FAMILY REVOCABLE LIV TR
BUSTAN DAVID TRS
16600 SHERMAN WY #200
VAN NUYS CA 91406-3794

Submitted after final agenda

Date 5/17/16 Item 97

92 DRDGNP1 91406

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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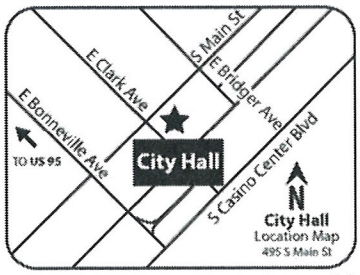

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City of Las Vegas
Dept. of Planning

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-63475

16205511008
BUSTAN FAMILY REVOCABLE LIV TR
BUSTAN DAVID TRS
16600 SHERMAN WY #200
VAN NUYS CA 91406-3794

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-63475 [PRJ-63360]
Planning Commission Meeting of 4/12/2016

92 BRDGNP1 91406

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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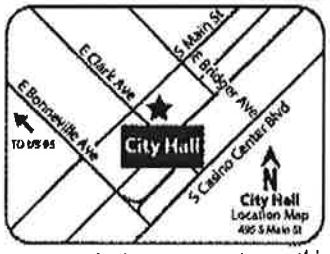
Permit No. 1630

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.

ZON-63475 [PRJ-63360]
Planning Commission Meeting of 4/12/2016

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APR 11 2016
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Dept. of Planning

Case: ZON-63475
13932810010
GARCIA MARIO A & ELSA F
824 TROTTER CIR
LAS VEGAS NV 89107-4501

45 BROCNF1 89107

Submitted after final agenda
Date 04/12/2016 Item 56 P

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-63475 [PRJ-63360]
Planning Commission Meeting of 4/12/2016

Case: ZON-63475
162205515006
MAFFEY DAVID C & MICHELLE R
2512 MASON AVE
LAS VEGAS NV 89102-2126

45 BRDGNP1 8510R

Submitted after final agenda
Date 04/12/2016 Item 56P

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

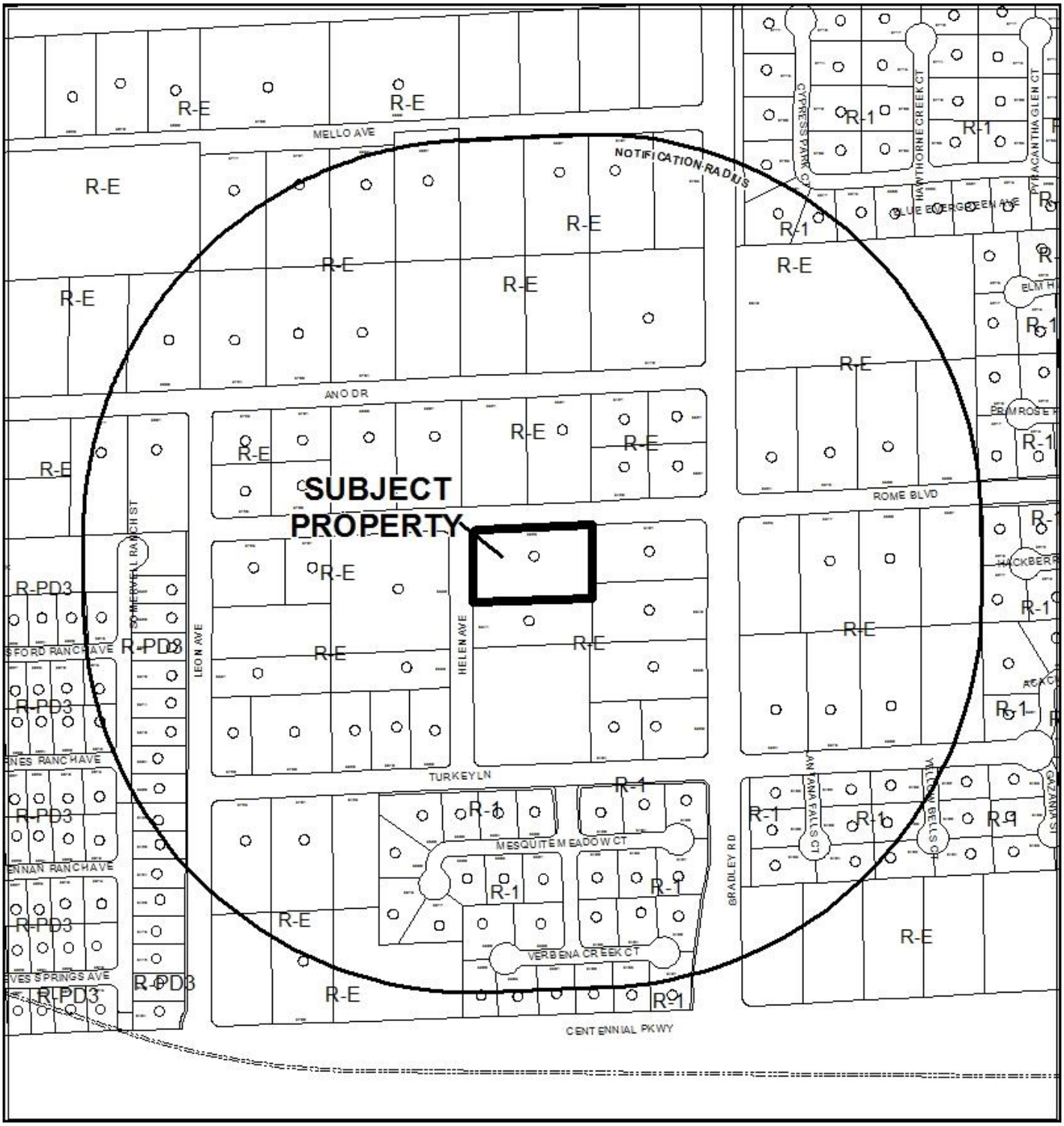
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-61046 – ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: KIM J LECLAIR - For possible action on a request for a Variance TO ALLOW AN EXISTING DETACHED ACCESSORY STRUCTURES (CLASS II) [HORSE CORRALS] TO BE LOCATED IN THE FRONT YARD WHERE SUCH IS NOT PERMITTED, TO ALLOW A ONE-FOOT DISTANCE SEPARATION FROM THE MAIN DWELLING FOR AN EXISTING DETACHED ACCESSORY STRUCTURES (CLASS II) [SHADE STRUCTURE] WHERE SIX FEET IS REQUIRED, TO ALLOW A ONE-FOOT SIDE YARD SETBACK FOR EXISTING ACCESSORY STRUCTURES (CLASS II) [A 192 SQUARE-FOOT HAY BARN AND A 48 SQUARE-FOOT WELL HOUSE] WHERE 10 FEET IS REQUIRED, TO ALLOW AN EIGHT-FOOT REAR YARD SETBACK FOR AN ACCESSORY STRUCTURE CLASS II [ANIMAL SHADE STRUCTURE] WHERE 10 FEET IS REQUIRED, AND TO ALLOW A 12-FOOT CORNER SIDE YARD SETBACK FOR ACCESSORY STRUCTURES [ANIMAL SHADE STRUCTURE AND TACK ROOM] WHERE 15 FEET IS REQUIRED on 1.29 acres at 5525 West Rome Boulevard (APN 125-24-403-001), R-E (Residence Estates) Zone, Ward 6 (Ross) [PRJ-59862]. Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**43**	**Planning Commission Mtg.**	**42**
City Council Meeting	**7**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - VAR-61046, SUP-61047 and SUP-61183 [PRJ-59862]
2. Conditions and Staff Report - VAR-61046, SUP-61047 and SUP-61183 [PRJ-59862]
3. Supporting Documentation - VAR-61046, SUP-61047 and SUP-61183 [PRJ-59862]
4. Photo(s) - VAR-61046, SUP-61047 and SUP-61183 [PRJ-59862]
5. Justification Letter - VAR-61046, SUP-61047 and SUP-61183 [PRJ-59862]
6. Protest/Support Postcards
7. Back up Submitted at the April 12, 2016 Planning Commission Meeting



CASE: **VAR-61046, SUP-61047 AND SUP-61183 (PRJ-59862)**

0 300 600 Feet

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



CASE: **VAR-61046, SUP-61047 AND SUP-61183 (PRJ-59862)**

0 300 600 Feet

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: KIM J LECLAIR

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-61046	Staff recommends DENIAL, if approved subject to conditions:	
SUP-61047	Staff recommends DENIAL, if approved subject to conditions:	VAR-41046
SUP-61183	Staff recommends DENIAL, if approved subject to conditions:	VAR-41046 SUP-61183

** CONDITIONS **

VAR-61046 CONDITIONS

Planning

1. The Horse corals located within the front yard are not approved and shall be removed within 90 days.

2. Conformance to the Conditions of Approval of Special Use Permits (SUP-61047) and (SUP-61183) 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 necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

6. Connect to public sewer and extend public sewer in Rome Boulevard from Bradley Road to Helen Avenue, and abandon the temporary Individual Sewage Disposal System. Alternatively, provide a written letter from the Southern Nevada Health District (SNHD) Environmental Health Division stating that the proposed improvements are compatible with the existing temporary Individual Sewage Disposal System.

SUP-61047 CONDITIONS

Planning

1. Conformance to the Conditions of Approval of Variance (VAR-61046) and Special Use Permit (SUP-61183), if approved.

2. Conformance to all Minimum Requirements under LVMC Title 19.12 for an Animal Keeping & Husbandry use.

3. The Animal Keeping & Husbandry use shall be limited to a maximum of 12 horses, one Alpaca, and 8 goats. The applicant shall have 90 days to bring the number of horses into conformance with this condition.

4. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. Prior to issuance of a business license all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SUP-61183 CONDITIONS

Planning

1. Conformance to the Conditions of Approval of Variance (VAR-61046) and Special Use Permit (SUP-61047), if approved.

2. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Horse Corral or Stable (Commercial) use.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Prior to issuance of a business license all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. All parking areas shall be surfaced (paved, striped and marked) to clearly define parking spaces and handicapped parking spaces in accordance with Title 19.06.040(G)(3) and Title 19.08.110(C)(8).

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for two Special Use Permits [one for Animal Keeping and Husbandry (domestic animals and the other for Horse Corral or Stable (Commercial)] and eight Accessory structure setback Variances at 5525 West Rome Boulevard. This request is the result of a code enforcement citation (#145077) for too many animals on the property. Currently, the 1.29-acre site consists of a 2,300 square-foot single-family residence, a riding arena, an animal exercise pen, well house, hay shed, horse stalls, goat pen, pig pen and a chicken coop. An Animal Keeping and Husbandry (domestic animals) use is a conditional use in the R-E (Residence Estates) zoning district. The requested use fails to meet the minimum Conditional Use Requirements as outlined by Title 19.12 for an Animal Keeping and Husbandry use. According to Title 19.12, no more than one cow or horse is permitted for every 7,500 square feet of lot area and three sheep or goats maybe kept for every 20,000 square feet of lot area. The 56,192 square-foot lot area limits the total number of horses or cows to seven and sheep or goats to seven. The applicant is requesting to keep up to 22 horses, 10 miniature pygmy goats, and one alpaca, which exceeds the maximum allowed. Additionally, the applicant provides riding lessons for up to three students at a time. Per the definition of Horse Corral or Stable use, a special use permit is required to provide instructional or recreational actives for other than occupants of the premise. The majority of setback variances associated with this request is to provide shade for or house animals on site. The existing neighborhood is rural in nature with horses and livestock commonly found throughout the area; however, the number of variances requested illustrate that there are too many animals on site. Staff finds the subject site is not physically suitable for intensity of land use and therefore recommends denial of all three applications.

ISSUES

- A Variance is required to allow Accessory Structure Class II [Horse Corrals] to be located in the front yard where such is not permitted.
- A Variance is required to allow a detached Accessory Structure Class II [Shade Structure] to be located to be located one foot from the primary dwelling where six feet is required.
- A setback Variance is required to allow an Accessory Structure Class II [horse shade structure] to be located eight feet from the rear property line where 10 feet is required.
- A setback Variance is required to allow a one-foot side yard setback where 10 feet is required for a well house and hay barn.
- A setback Variance is required to allow an Accessory Structures Class II [chicken coop and shade structure] to be located two feet from the side property line where 10 feet is required.

- A setback Variance is required to allow Accessory Structures Class II [an animal shade structure and a tack room] to be located 12-foot from the corner side yard property line where 15 feet is required.
- An Animal Keeping & Husbandry use is a conditional use in the R-E (Residence Estates) zoning district. One horse or cow is permitted for each 7,500 square feet of lot area. The lot is 1.29 acres, which would allow seven horses or cows and seven sheep or goats. The applicant is requesting up to 22 horses, one alpaca, and 10 goats. A Special Use Permit is required to allow the requested number of animals.
- A Special Use Permit for a Horse Corral or Stable (Commercial) use in the R-E (Residence Estates) zoning district is required to allow instructional or recreational activities for other than occupants of the premises.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/20/64	The City Council approved an Annexation (A-0003-64) of 5,000 acres generally located north of Lone Mountain Road and west of Decatur Boulevard with an effective date of 05/20/64. This site was part of that request.
02/09/05	A complaint (#25841) was filed with Code Enforcement for the number of horse on the property. The complaint was resolved on 02/11/05.
12/14/05	A complaint (#36955) was filed with Code Enforcement for the number of horse on the property and operating a business out of the home. The complaint was resolved on 12/15/05.
02/02/06	A complaint (#38049) was filed with Code Enforcement for the number of horse on the property. The complaint was resolved on 10/02/06.
08/28/14	A complaint (#145077) was filed with Code Enforcement for the Animal Control asking for help with adoption of horses throughout Clark County. The complaint was resolved on 09/02/14.
02/04/15	A complaint (#150240) was filed with Code Enforcement for the too many animals on the property. The complaint has not been resolved as of 11/10/15.
12/08/15	The Planning Commission approved an abeyance request to the 01/12/16 Planning Commission meeting at the request of the applicant.
01/12/16	The Planning Commission approved an abeyance request to the 03/08/16 Planning Commission meeting at the request of the applicant.
03/08/16	The Planning Commission voted [7-0] to hold this item in abeyance to the April 12, 2016 Planning Commission meeting to allow the applicant time to hold a neighborhood meeting.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
04/12/16	The Planning Commission voted to recommend APPROVAL of requests for a Variance (VAR-61046) to allow an existing detached accessory structures (class II) [horse corrals] to be located in the front yard where such is not permitted, to allow a one-foot distance separation from the main dwelling for an existing detached accessory structures (class II) [shade structure] where six feet is required, to allow a one-foot side yard setback for existing accessory structures (class ii) [a 192 square-foot hay barn and a 48 square-foot well house] where 10 feet is required, to allow an eight-foot rear yard setback for an accessory structure class ii [animal shade structure] where 10 feet is required, and to allow a 12-foot corner side yard setback for accessory structures [animal shade structure and tack room] where 15 feet is required and Special Use Permits (SUP-61047) for an existing animal keeping & husbandry use to allow 22 horses, one alpaca and 10 goats where a maximum of seven horses and seven goats are allowed and (SUP-61183) for a proposed horse corral or stable (commercial) use to provide instructional or recreational activities for other than occupants of the premises at 5525 West Rome Boulevard (APN 125-24-403-001), R-E (Residence Estates) Zone, Ward 6 (Ross) [PRJ-59862].
05/18/16	The City Council voted to hold the following items in abeyance to the June 15, 2016 City Council meeting. Variance (VAR-61046) to allow an existing detached accessory structures (class II) [horse corrals] to be located in the front yard where such is not permitted, to allow a one-foot distance separation from the main dwelling for an existing detached accessory structures (class II) [shade structure] where six feet is required, to allow a one-foot side yard setback for existing accessory structures (class ii) [a 192 square-foot hay barn and a 48 square-foot well house] where 10 feet is required, to allow an eight-foot rear yard setback for an accessory structure class ii [animal shade structure] where 10 feet is required, and to allow a 12-foot corner side yard setback for accessory structures [animal shade structure and tack room] where 15 feet is required and Special Use Permits (SUP-61047) for an existing animal keeping & husbandry use to allow 22 horses, one alpaca and 10 goats where a maximum of seven horses and seven goats are allowed and (SUP-61183) for a proposed horse corral or stable (commercial) use to provide instructional or recreational activities for other than occupants of the premises at 5525 West Rome Boulevard (APN 125-24-403-001), R-E (Residence Estates) Zone, Ward 6 (Ross) [PRJ-59862].

Most Recent Change of Ownership	
05/21/02	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1974	The principal dwelling was constructed.

Pre-Application Meeting	
06/22/15	A pre-application meeting was held with the applicant to discuss the submittal requirements for setback variances and special use permits to allow the existing animals and structures on site to remain.
08/26/15	A pre-application meeting was held with the applicant to discuss the submittal requirements for setback variances and special use permits to allow the existing animals and structures on site to remain.

Neighborhood Meeting	
04/04/2016	A neighborhood meeting was held at the Centennial Hills Community Center YMCA, at 6601 N. Buffalo Drive, Las Vegas, NV 89131, from 5:30 p.m. to 7:00 p.m. Attendance: The Applicant 1 Planning Commissioner 1 Representative from the Planning Department 1 Representative from Mayor Pro Tem Ross' Office 26 Members of the public (neighbors) signed-in for the meeting; approximately 45 people in total were in attendance. Concerns: • The amount of animals on the site, neighbors feel there are just way too many. The applicant has reduced the amount of horses from 22 to 15 and is willing to reduce the amount of goats on site. • The manure and the amount of it being produced on-site. They question where it is actually going because they feel one dumpster is not sufficient for all that is produced and household trash. The neighbors are also concerned about the large amount of manure being produced by the animals and it ultimately becoming a fire hazard. The applicant indicated that the manure is being composted and removed from the site on a regular basis. • Maintenance – Residents expressed that the site has not always been maintained and are concerned the applicant will not be able to keep up with the sheer amount of maintenance that this amount of animals requires. The applicant indicated she does have multiple individuals arriving throughout the day helping her with the maintenance.

Neighborhood Meeting	
04/04/16	• Traffic, the neighbors do not want the increased traffic in their neighborhood from the people that are assisting the applicant in the maintenance of the site, or from the individuals coming to use the facility for either therapy or lessons. They also expressed concerns about parking and it over taking a neighborhood street. The applicant indicated she could re-arrange the site for individuals to park on her property. • Flies – the neighbors are concerned with the amount of flies that are associated with a large amount of animals. The applicant responded with an informational flier explaining how she uses natural predators to control the flies. • Concern was raised about the well and septic systems being sufficient to service all the human and animal activity that occurs on site. The applicant has yet to contact the Southern Nevada Health District in regards to the current sewage disposal system on site. • Neighbors were concerned that if a "commercial" use was approved that this would rezone the property. Staff explained to the neighbors that this application did not include a rezoning application. • Additional concern was raised that if she did get approval they would have to "police" the site and the City would do no follow-up to ensure compliance. Staff explained to the neighbors that the applicant would be held to the Conditions of Approval if approved, and would be inspected regularly by Business Licensing to ensure compliance. • Some neighbors expressed they were willing to compromise further with the applicant, but that 15 horses was still too many; and others wanted the subject site to comply with current code requirements, that a compromise at this time was not an option. A few of the neighbors were in support of these applications, but the majority of the neighbors in attendance were not. The applicant indicated that she would continue to work with the neighbors in the remaining week before the scheduled Planning Commission meeting on April 12th.

Field Check	
10/29/15	A field check conducted on the subject property revealed a well maintained property with a number of animals on it. The property did not omit an offensive odder and all animals were within a corral or confined area.

Details of Application Request	
Site Area	
Net Acres	1.29

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Single Family, Detached	L (Low Density Residential)	R-E (Residence Estates)
North	Single Family, Detached	L (Low Density Residential)	R-E (Residence Estates)
	Undeveloped	L (Low Density Residential)	R-E (Residence Estates)
South	Single Family, Detached	L (Low Density Residential)	R-E (Residence Estates)
East	Single Family, Detached	L (Low Density Residential)	R-E (Residence Estates)
West	Single Family, Detached	L (Low Density Residential)	R-E (Residence Estates)

Master Plan Areas	*Compliance*
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
Rural Preservation Overlay District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06.060, the following standards apply for Accessory Structures:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Setbacks			
• Front	Not allowed	65 Feet	N
• Side	10 Feet	1 Feet	N
• Corner	15 Feet	12 Feet	N
• Rear	15 Feet	8 Feet	N
Min. Distance Between Main Dwelling	6 Feet	1 Feet	N
• Max. Lot Coverage	50 %*	19 %	Y

**Not to exceed 50% of the rear and side yard areas*

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 Residential	1	2 per Residentia l Dwelling	2				
Animal Keeping & Husbandry	N/A	No Additional Parking	0				
Horse Corral or Stable (Commercial)	0 Horses boarded	1 per 5 Horses Boarded	0				
TOTAL SPACES REQUIRED			2		2		Y
Regular and Handicap Spaces Required			2	0	2	0	Y

Active R-19 (Riding Horse Rental) Business licenses within Las Vegas

Address	Area in Acres	Distance from Subject Site in Miles	Issued	Use Permit	Number of Horses/ Cattle	Animals per Acre
5770 West Rosada Way	4.54	1.84	09/27/00	U-0096-00 ROC-5988	58	7.8
6180 Donald Nelson Avenue	2.60	1.51	02/13/01	U-0155-00	12	4.6
5771 West Rosada Way	4.44	1.91	04/16/15	SUP-58148 SUP-58149	42	9.4

ANALYSIS

The site consists of a 2,300 square-foot single-family residence, a riding arena, an animal exercise pen, well house, hay shed, horse stalls, goat pen, pig pen and a chicken coop at 5525 West Rome Boulevard. Per the applicant's justification letter she would like to keep all the existing animals on site, as they are a part of her family. The applicant also provides riding lessons, to children, adults, individuals with special needs and individual with Post Traumatic Stress Syndrome. Due to the number of animals on site and because instructional training or recreational actives for other than occupants of the premise are offered, two Special Use Permits a SUP for Animal Keeping & Husbandry and a SUP Horse Corral or Stable (Commercial)] are required. Eight accessory structures on site were constructed within the required setback area and therefore require setback Variances. These applications were the result of a Code Enforcement citation (#150240) for too many animals on site.

The Animal Keeping and Husbandry use is defined by Title 19.12 as "the raising, keeping and breeding of domestic or nondomestic animals. The use must be ancillary to the principal use, but may be conducted for commercial purposes. The use includes the keeping of animals for the development of animal products such as meat, fur or eggs, but does not include the keeping of animals as household pets." The proposed use meets the definition noted above, as the applicant is requesting to house cows as an ancillary use to a proposed Horse Corral or Stable (Commercial) use. The cows would be utilized for roping purposes.

The minimum Conditional Use Requirements include:

1. With respect to domestic animals:

    a. The applicant must submit to the Department, for administrative review and approval, a site plan with notes indicating the number and types of animals to be kept or reproduced on the premises.

    The applicant has submitted a site plan and a justification letter, which details a request to house 22 horses, 10 sheep, one llama, two potbellied pigs, and 35 chickens.

    b. No more than 3 sheep or goats may be kept for each 20,000 square feet of land included in the building site.

    The applicant does not meet this condition, as the site is 56,192 square feet and there are 10 sheep. The proposal does not adhere to this requirement.

    c. All operations and activities shall be in accordance with LVMC Title 7.

    A condition of approval has been added requiring compliance with LVMC Title 7.

    d. No more than one horse or cow is permitted for each 7,500 square feet of lot area.

    The 56,192 square-foot subject site is permitted a total of seven cows or horses. The applicant is requesting 22 horses and one llama. The proposal does not adhere to this requirement; as such, a Special Use Permit is required.

    e. In the R-D Zoning District, no more than 2 horses may be stabled on building site, and the site must have a minimum net lot size of 18,000 square feet.

    This requirement is not applicable, as the subject site has a zoning designation of R-E (Residence Estates).

    f. No horse or cattle may be kept at any location south of Cheyenne Avenue.

    The subject site at 5525 West Rome Boulevard is north of Cheyenne Avenue.

The proposed Animal Keeping and Husbandry use does not meet conditions 1b and 1d of the minimum Conditional Use Requirements. The zoning code accommodates for the keeping of domestic animals but places a maximum number of animals at a ratio of three-goats per 20,000 square feet of land including the building site and one horse or cow per 7,500 square feet of lot area. The 56,192 square-foot subject site is permitted a total of seven horses and seven goats. As proposed, the applicant is requesting 22 horses, one llama and 10 miniature pygmy goats, which exceeds the maximum allowed. As a result, a Special Use Permit is required.

Title 19.12 defines a Horse Corral or Stable (Commercial) use as "a structure for the keeping of horses, mules or ponies which are boarded for compensation or for use in providing instructional or recreational activities for persons other than occupants of the premises." The proposed use meets the definition noted above, as the applicant has indicated in the submitted justification letter and letters of support that the applicant provides instructional training and a horse summer camp. The applicant is proposing no commercial boarding at this time, and therefore no additional parking spaces are required. There are no Minimum Special Use Permit Requirements associated with the Horse Corral or Stable (Commercial) use.

According to the submitted site plan, the existing facility is a 1.29-acre fenced property consisting of a 2,300 square-foot residence, a well house, hay stack, an animal barn, a horse corral (pasture), a row of large horse stalls, a tack room, a potbellied pig pen, a chicken coop and a goat pen that houses up to 22 horses, one alpaca, 10 miniature pygmy goats, 35 chickens, and two potbellied pigs. A large main arena for riding is located at east end of the property adjacent to adjacent to the eastern and southern neighbors' arenas. The property has a horse turn-out stall (or pasture) and a portion of two covered horse stalls in the front yard. There is a tack room and the remaining portion of the covered stalls along the northern property (or corner yard). There is an exercise pen north of the residential dwelling. The barn, hay structure, well house, chicken coop, pig and goat pens are located along the southern portion of the property. Per the provided justification letters no additional parking additional is required, as the property owner is not boarding horses.

Seven of the eight requested Variances will allow existing non-permitted structures to be permitted and to encroach into the front, side, corner side and rear yard setbacks. A majority of the structures provide shade for the existing animals on site or shelter for animal food stock. A Variance is required to allow two horse corrals with shade structures in the front yard where such is not permitted. A Variance is required to allow an animal shade structure and tack room three feet into the corner yard setback of 15 feet. A Variance is required to allow an animal shade structure two feet within the rear yard setback of 10 feet. Four Variances are required to allow a chicken coop and goat shade structure two feet from the side property line and to allow a hay structure and well house one foot from the side property line where 10 feet is required for the four structures. Lastly, a Variance is required to allow a detached shade structure to be located one foot from the principal dwelling where six feet is required. The reduced setback represents a 100 percent reduction in the front yard setback, a 20 percent reduction in the corner yard and rear yard setbacks, a 90 percent reduction in the side yard setback and a 90 percent reduction in

minimum distance separation from the principal dwelling. The lot does not have an irregular shape, an exceptional topographic condition or other extraordinary and exceptional situation that would warrant the requested Variances. The applicant has constructed structures that fail to comply with code. In short, the required Variances reinforce that there are too many animals on the property.

Notice of this request was sent to the Las Vegs Valley Water District, who returned the comment below.

"This parcel has an existing domestic well. Just as an FYI -- you will want to make the customer provide proof from State of Nevada Division of Water Resources that this proposed commercial use is permitted with this domestic well. LVVWD does not govern the well, but the customer needs to get approval from Division of Water Resources."

Surrounding the site to the south, east and west are properties that have livestock, horse areas, corrals and/or barns for personal use. Additionally there are large residential properties to the north. The existing neighborhood is rural in nature with horses and livestock commonly found throughout the area. However, the number of variances that accompany this application illustrate the site is too small to accommodate the number of animals requested. The subject site is physically unsuitable for proposed intensity of land use and recommends denial of all applications; however, if approved, it will be subject to conditions.

FINDINGS (VAR-61046)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by constructing accessory structures without permits and that fail to meet code requirements. Alternatively, the applicant could remove or reconfigure the existing structures in conformance with Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SUP-61047) Animal Keeping and Husbandry

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 surrounding residential community is rural in nature with horses and cows commonly found throughout the area. The proposed Animal Keeping and Husbandry use is consistent with the neighborhood; however, the number of setback variances required for the facilities that house or store material for the animals on site reinforce the unsuitability of the intensity of this use at this location. The use cannot be conducted in a manner that is harmonious with the surrounding land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The 1.29-acre subject site is an R-E (Residence Estates) zoned property and is suitable for the proposed use; however, it is not suitable for the intensity of the proposed use as illustrated by the number of setback variances required to proceed with this application.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The subject site has direct access to Helen Avenue, a 60-foot wide Minor Collector Street that provides adequate capacity to accommodate the use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of this Special Use Permit will not compromise the public health, safety and general welfare of the public. The use will be subject to regular inspections and is subject to licensing restrictions.

5. The use meets all of the applicable conditions per Title 19.12.

The proposed Animal Keeping and Husbandry use does not adhere to the minimum Conditional Use Requirements as outlined by Title 19.12. As a result, the applicant must pursue a Special Use Permit. A number of setback variances for Accessory Structure, Class II accompany this application.

FINDINGS (SUP-61183) Horse Corral for providing instructional or recreational actives for person other than the occupant of the premises

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.

The proposed Horse Corral or Stable (Commercial) Use for providing instructional or recreational actives for person other than the occupant of the premises is appropriate for this area. The properties to the east, south and west have large horse-related structures and facilities; however, the number of setback variances required for animal related structures indicate the site is over utilized and cannot be conducted harmoniously with the surrounding area.

2. The subject site is physically suitable for the type and intensity of land use proposed.

The subject site is physically suitable for the type use; however, the site is over utilized, as illustrated by the number of variances that accompany this application.

3. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.

The subject site has direct access to Helen Avenue, a 60-foot wide Minor Collector Street that provides adequate capacity to accommodate the use.

4. Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.

Approval of this Special Use Permit will not compromise the public health, safety and general welfare of the public. The use will be subject to regular inspections and is subject to licensing restrictions.

5. The use meets all of the applicable conditions per Title 19.12.

The proposed Horse Corral or Stable (Commercial) use for providing instructional or recreational actives for persons other than the occupant of the premises adheres to all Title 19 requirements for the use; however, the number of Variances required for the care of the animals illustrates the intensity of the use is inappropriate for the site.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 30

NOTICES MAILED 133 - VAR-61046 (By City Clerk)
133 - SUP-61047 and SUP-61183 (By City Clerk)

APPROVALS 36 - VAR-61046
37 - SUP-61047 and SUP-61183

PROTESTS 41 - VAR-61046
38 - SUP-61047 and SUP-61183

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-61046 APN: _____

Name of Property Owner: Kim LeClair

Name of Applicant: Kim LeClair

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: Kim LeClair

State of Nev
County of Clark

Subscribed and sworn before me

This 27 day of Aug 2015 by Kimberly Jo LeClair.

PRJ-59862
08/27/15

_____
Notary Public in and for said County and State

STEVEN KOGER
Notary Public - State of Nevada
County of Clark
APPT. NO. 10-3603-1
My App. Expires Dec. 1, 2018

CLV Planning - Application Form

Application Number:	PRJ-59862
Application/Petition For:	Setback Variance and SUP
ProjectAddress (Location):	5525 WEST ROME BLVD
Project Name	LECLAIR RESIDENCE
Assessors Parcel #(s):	12524403001
Ward #:	WARD 6 (STEVEN D. ROSS)
Is the Application Information Correct:	Yes
If no, ...change what	
General Plan Designation: Proposed:	Select
Zoning District: Proposed:	Select
Gross Acres:	
Lots/Units:	
Additional Information:	
Applicant First Name:	kim
Applicant Last Name:	leClair
Applicant Address:	5525 W. Rome blvd
Applicant City:	las vegas
Applicant State:	nv
Applicant Zip:	89131
Applicant Phone:	702-461-4401
Applicant Fax:	
Applicant Email:	kimatwhitewing@yahoo
Rep First Name:	kim
Rep Last Name:	leClair
Rep Address:	5525 W. Rome blvd
Rep City:	las vegas
Rep State:	nv
Rep Zip:	89131
Rep Phone:	702-461-4401
Rep Fax:	
Rep Email:	kimatwhitewing@yahoo

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08/27/15

VAR-61046, SUP-61047 and SUP-61183

CLV Planning - Application Form

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission. I Accept:	Yes
Is the Owner Information Correct:	Yes
If no, ...change what	

Owner(s)	ADDR1	ADDR2
LECLAIR KIM J	5525 ROME BLVD	LAS VEGAS, NV 89131-2914

CLVEPLAN Applicant	Company	Title	Email
kim LeClair	leclair residence	owner	kimatwhitewing@yahoo.com

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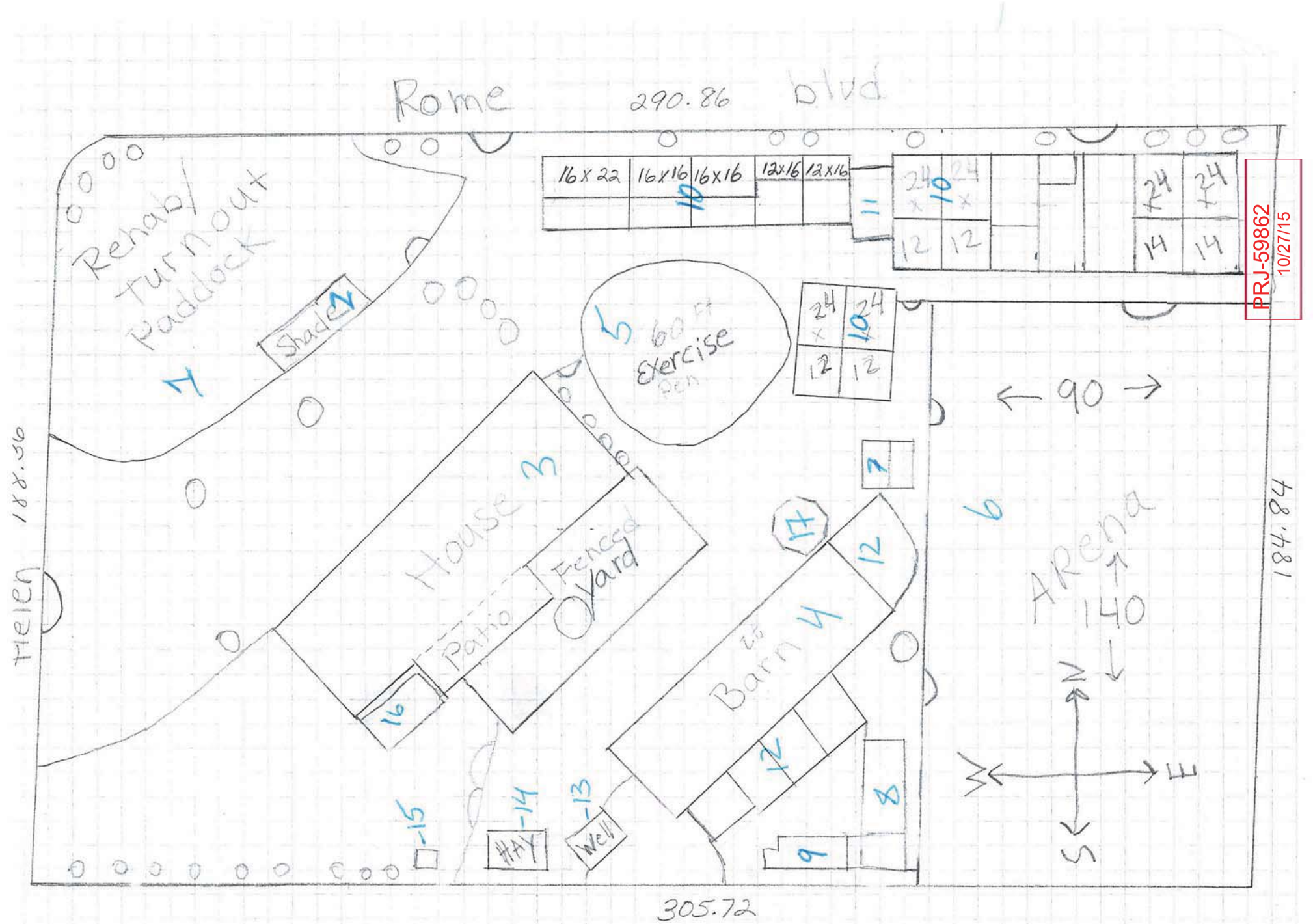
08/27/15

VAR-61046, SUP-61047 and SUP-61183



VAR-61046, SUP-61047 and SUP-61183

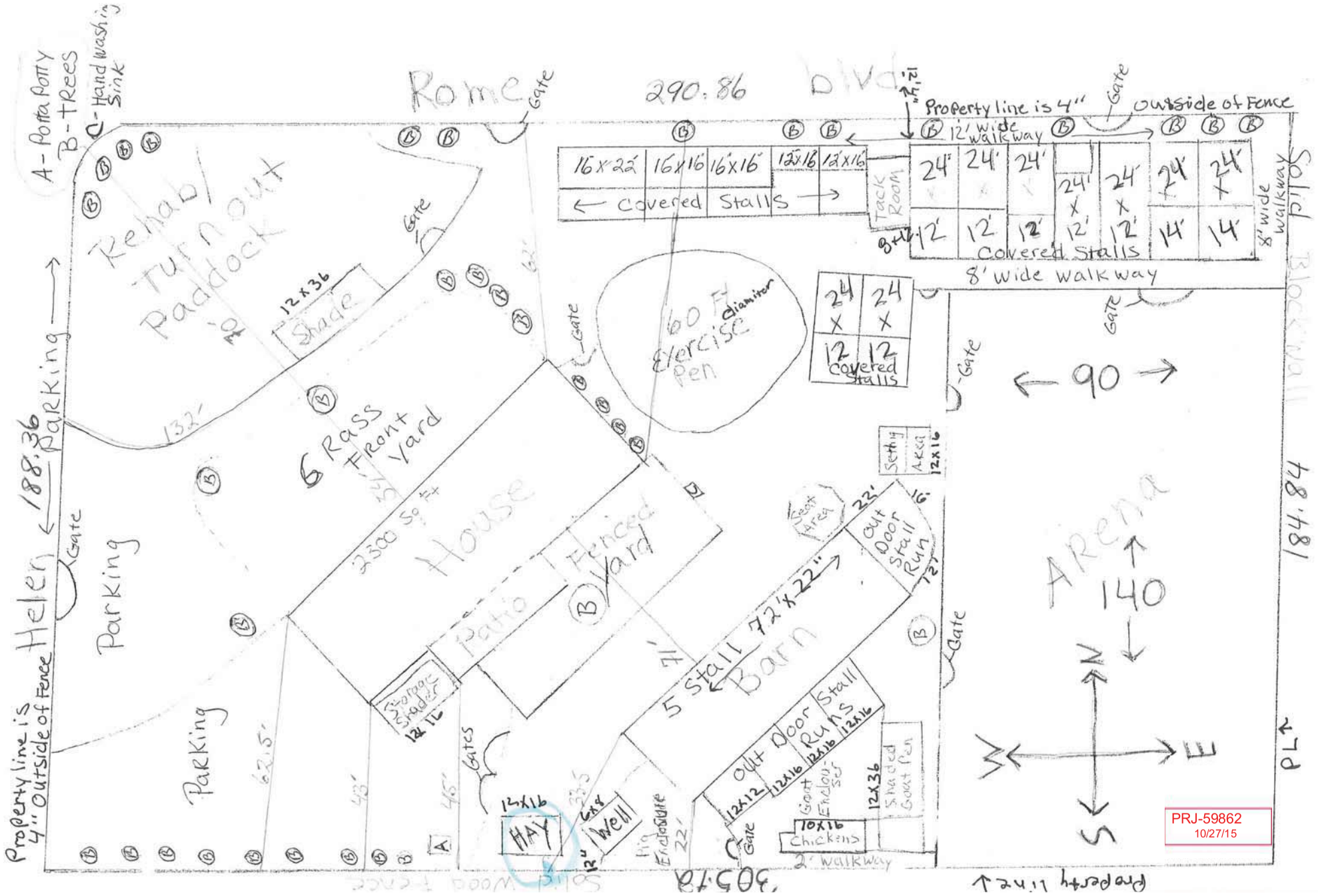
List of Structures

#1 Rehabilitation/turn out Paddock 132' x 70'
#2 12' x 36' Shade (horse patio)
#3 2300' Home
#4 72' x 22' Barn
#5 60' Round exersise, training Pen
#6 140' x 90' Riding Arena
#7 Bleachers 12x8 + outdoor classroom 10x10
#8 12' x 36' Shaded goat Pen
#9 10' x 16' Chicken Coup
#10 Outdoor Stalls (shaded) 12'x24', 14'x24', 16'x16' 12'x16' + 16'x22'
#11 8' x 12' tack Room
#12 Outdoor turnouts/Runs on Barn 12'x12', 12'x16' + 22'x16'x12'
#13 well/Pump House 6'x8'
#14 Shaded Hay Storage 12'x16'
#15 Porta Potty
#16 12'x16' Open air Storage
#17 Seating area 12x12

Note; all Small circles Represent trees

VAR-61046, SUP-61047 and SUP-61183

PRJ-59862
10/27/15

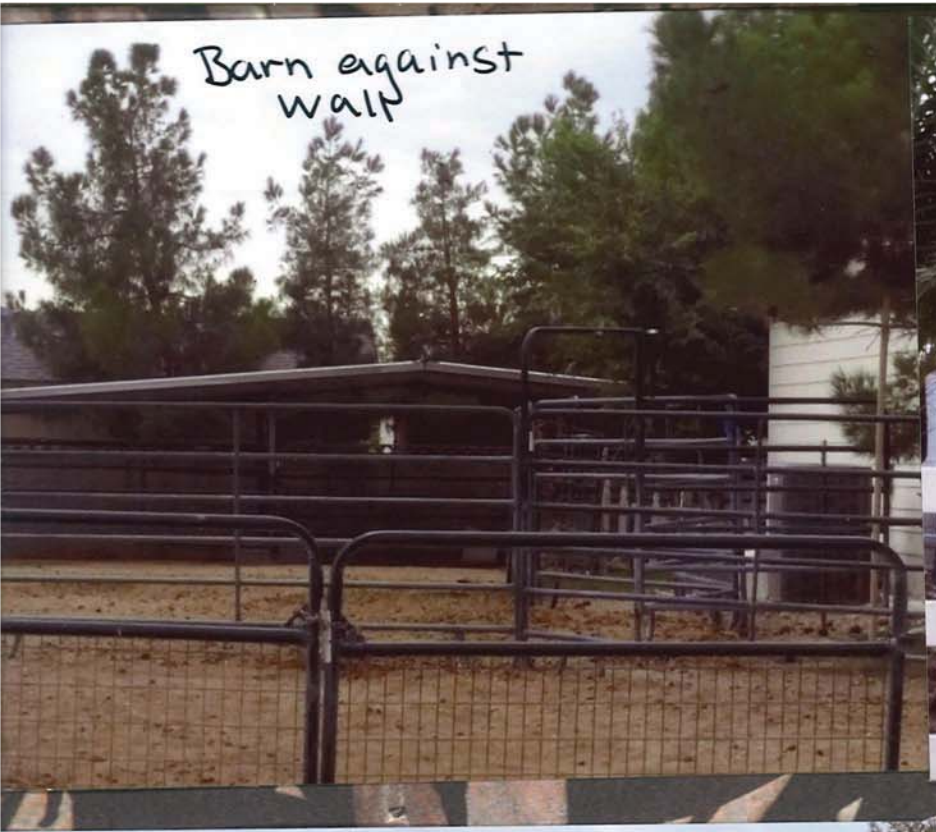


VAR-61046, SUP-61047 and SUP-61183





VAR-61046, SUP-61047 and SUP-61183





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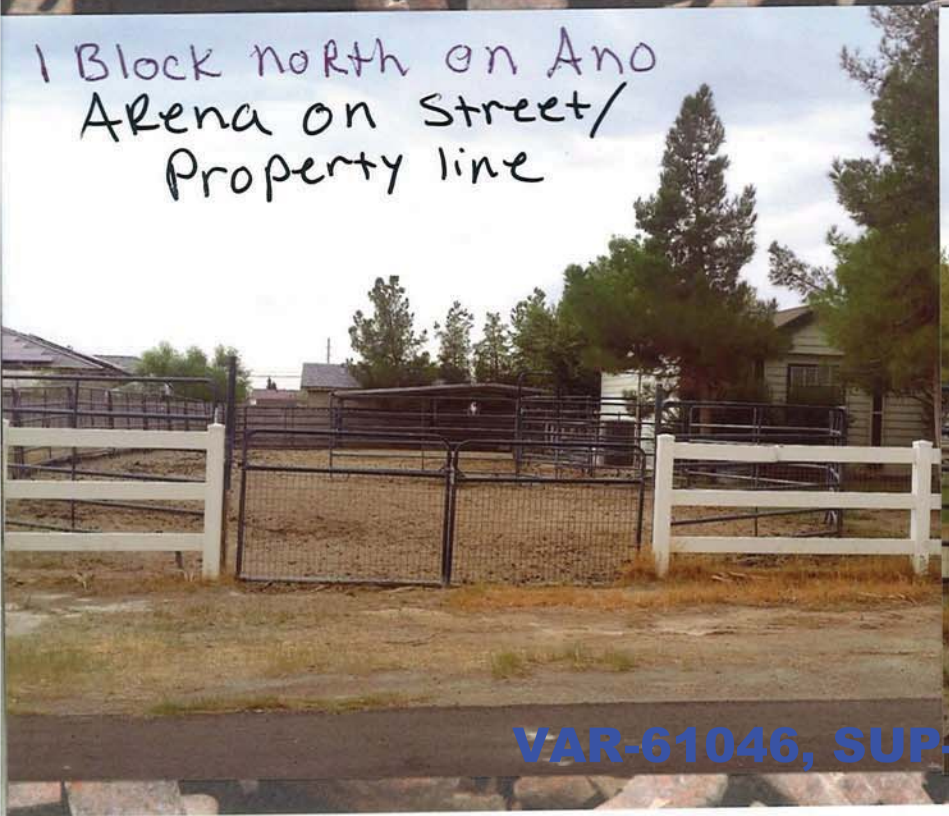



VAR-61046, SUP-61047 and SUP-61183





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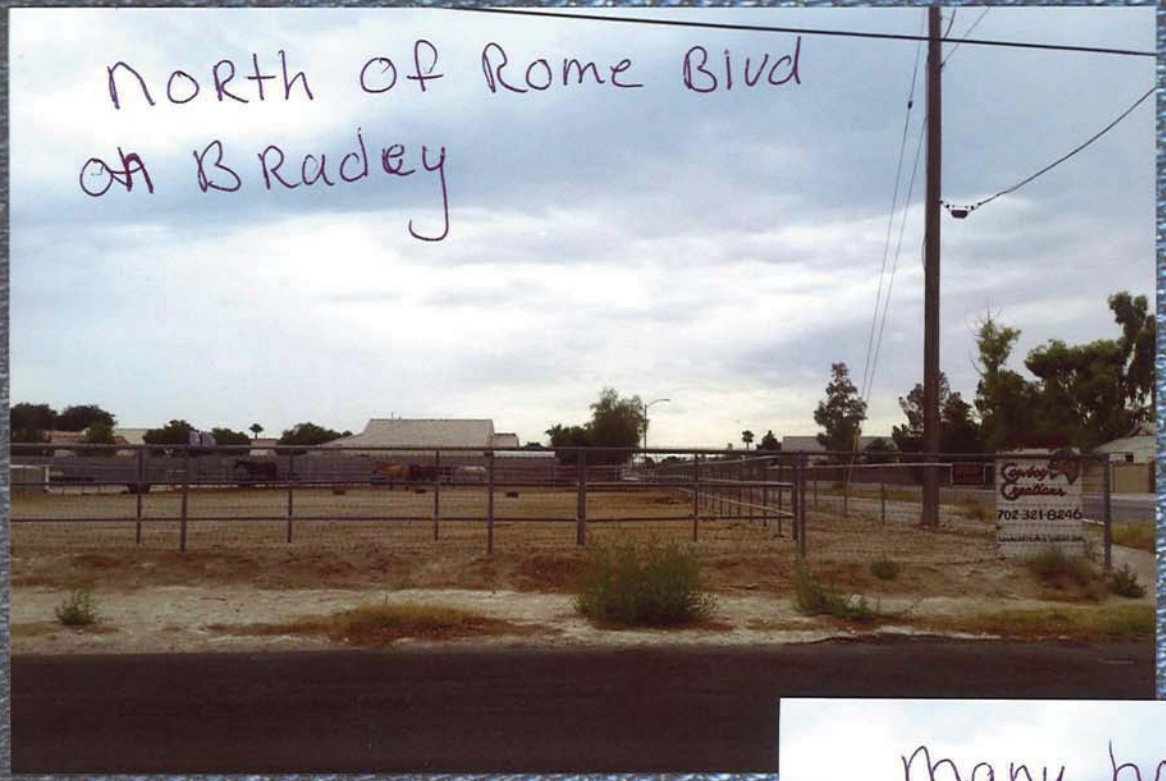
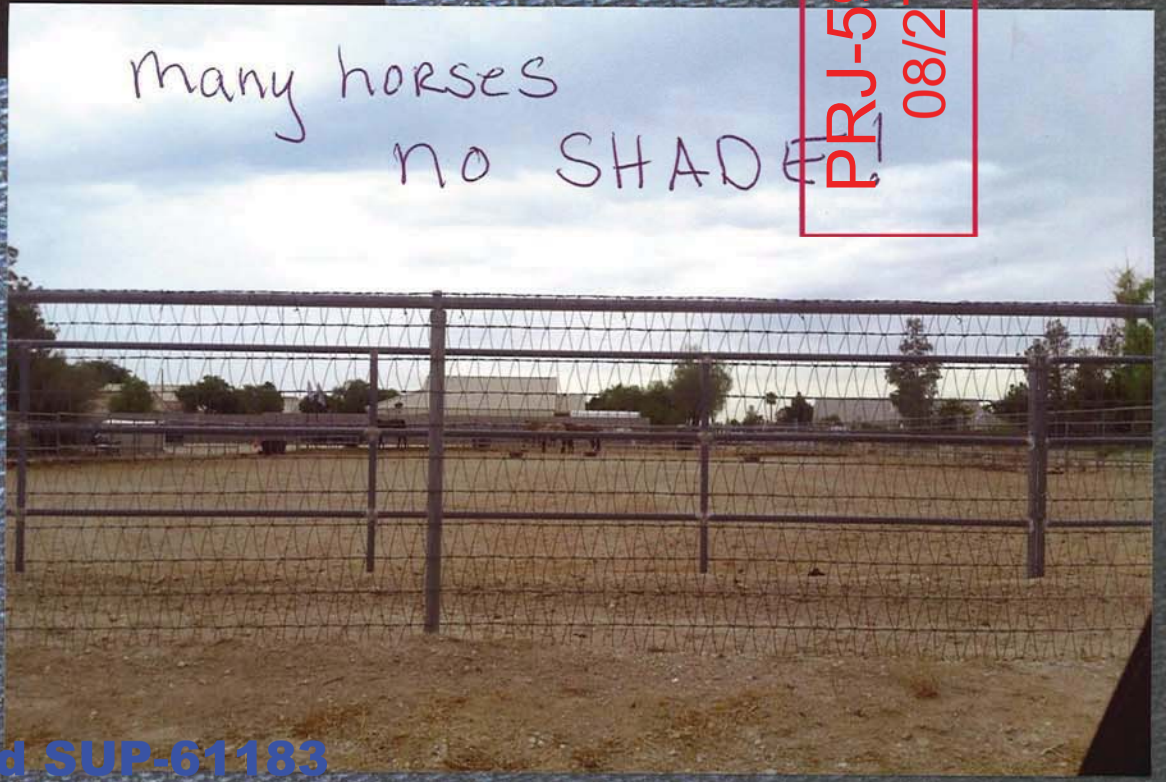
VAR-61046, SUP-61047 and SUP-61183





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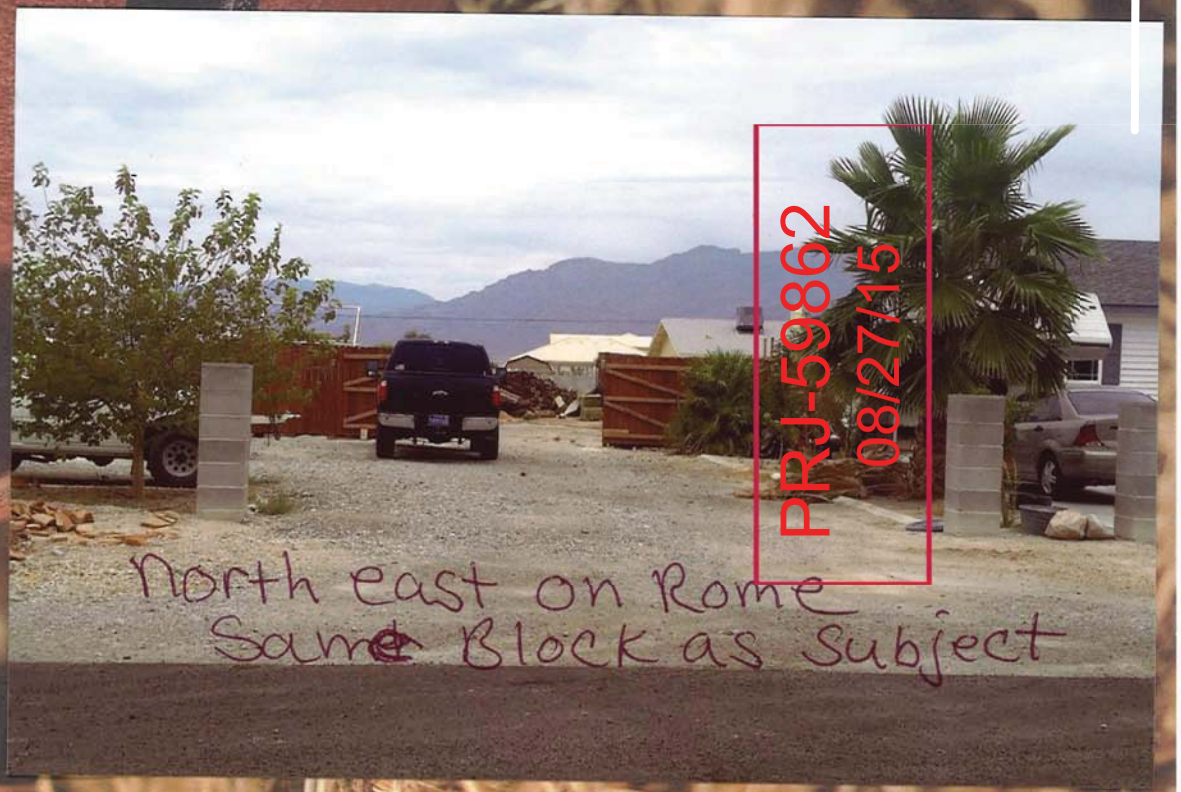
VAR-61046, SUP-61047 and SUP-61183





VAR-61046, SUP-61047 and SUP-61183

North West
of my Property
on Rome blvd
this is their
Back yard



PRJ-59862
08/27/15

Parked on
Street
easement



VAR-61046, SUP-61047 and SUP-61183



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08/27/15

EVERYONE and CONGRATULATIONS TO OUR 2015 WINNERS!!! See you all next year!

LAS VEGAS ELKS HELLDORADO DAYS 2015

2015 Helldorado Parade Winners

OF HELLDORADO	DANZA DEL CARIZO
TIVITY	VEGAS MOST WANTED DRILL TEAM
E	ELKS HELLDORADO
T	LVCVA
STRIAN	NEVADA CINDERELLA GIRLS
CLUB/MOTORIZED VEHICLE	ZELZAH SHRINERS
CHING BAND	LAS VEGAS HIGH SCHOOL WILDCAT MARCHING BAND
KING GROUP	COMPARSA FIESTA MORELENSE

White Wing Stables Has Students that are Cinderella girls that Rode our Rescues in Parade

VAR-61046, SUP-61047 and SUP-61183



With Rescued Horses!

Nevada State Cinderella Girls win the Prestigious Helldorado Days Parade, Equestrian Award



PRJ-59862
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BEST OF HELLDORADO
DANZA DEL CARIZO

CREATIVITY
VEGAS MOST WANTED DRILL TEAM

THEME
ELKS HELLDORADO

FLOAT
LVCVA

EQUESTRIAN
NEVADA CINDERELLA GIRLS

CAR CLUB/MOTORIZED VEHICLE
ZELZAH SHRINERS

MARCHING BAND
LAS VEGAS HIGH SCHOOL
WILDCAT MARCHING BAND

WALKING GROUP
COMPARSA FIESTA MORELENSE

VAR-61046, SUP-61047 and SUP-61183


more Semi's
Neighber across the Street
Arena on property line
Back of Neighbors property
PRJ-59862
08/27/15
VAR-61046, SUP-61047 and SUP-61183







VAR-61046, SUP-61047 and SUP-61183

View of Front yard from Driveway





Cleaned out Storage area

Miss Piggy and Sir Arthurs Habitat



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08/27/15



VAR-61046, SUP-61047 and SUP-61183

outdoor
Class Room/
Seating area





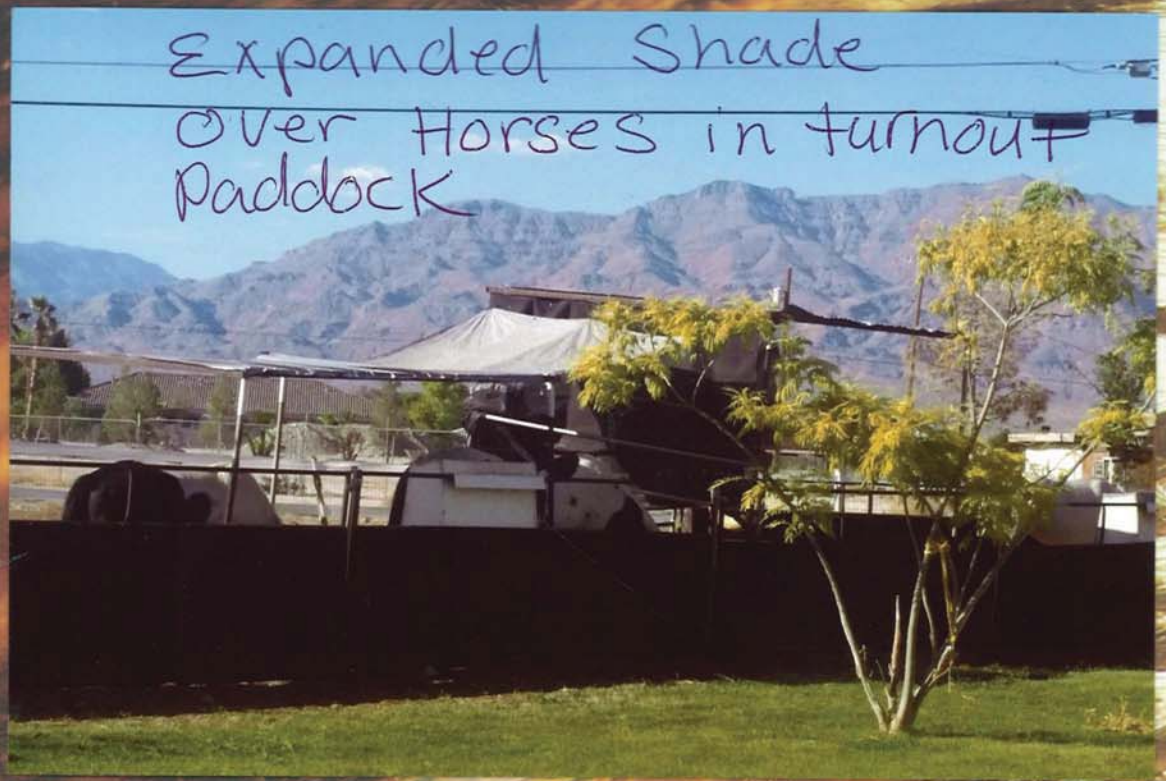
Viewing/Seating
← at arena



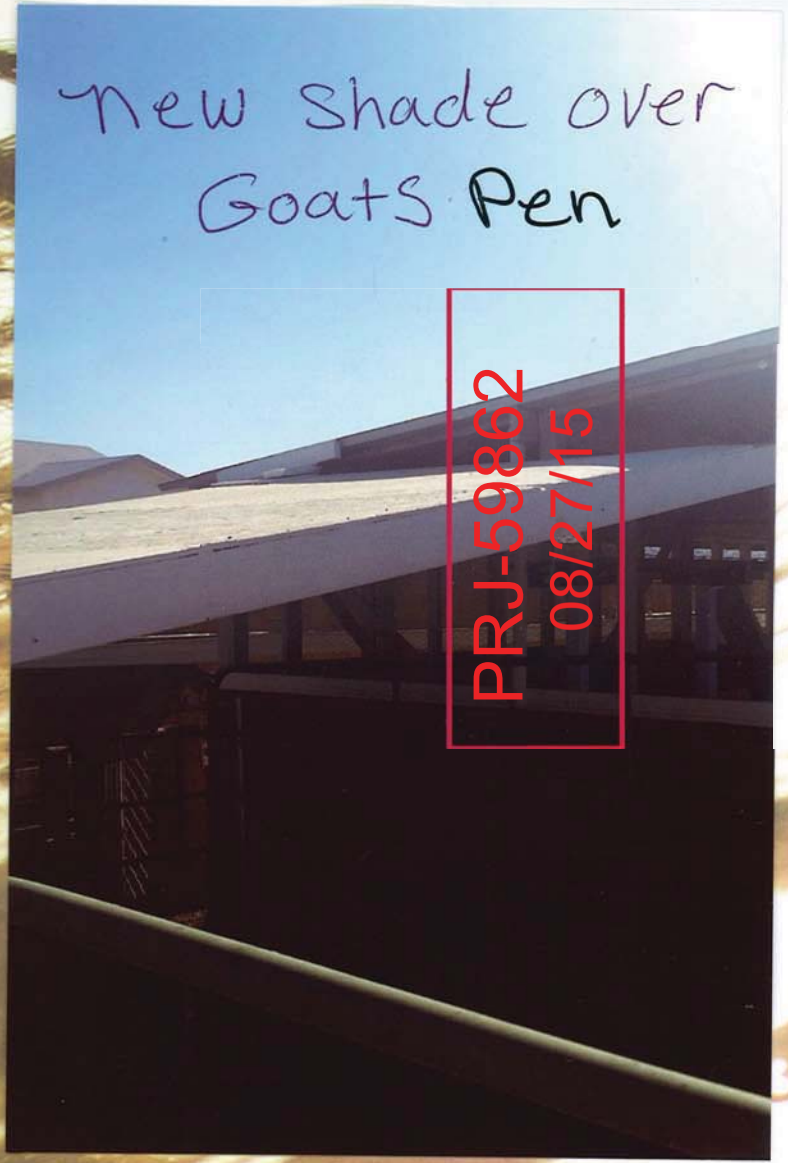
PRJ-59862
08/27/15

Seating Area by Barn

Improvements made at Whitewing Stables





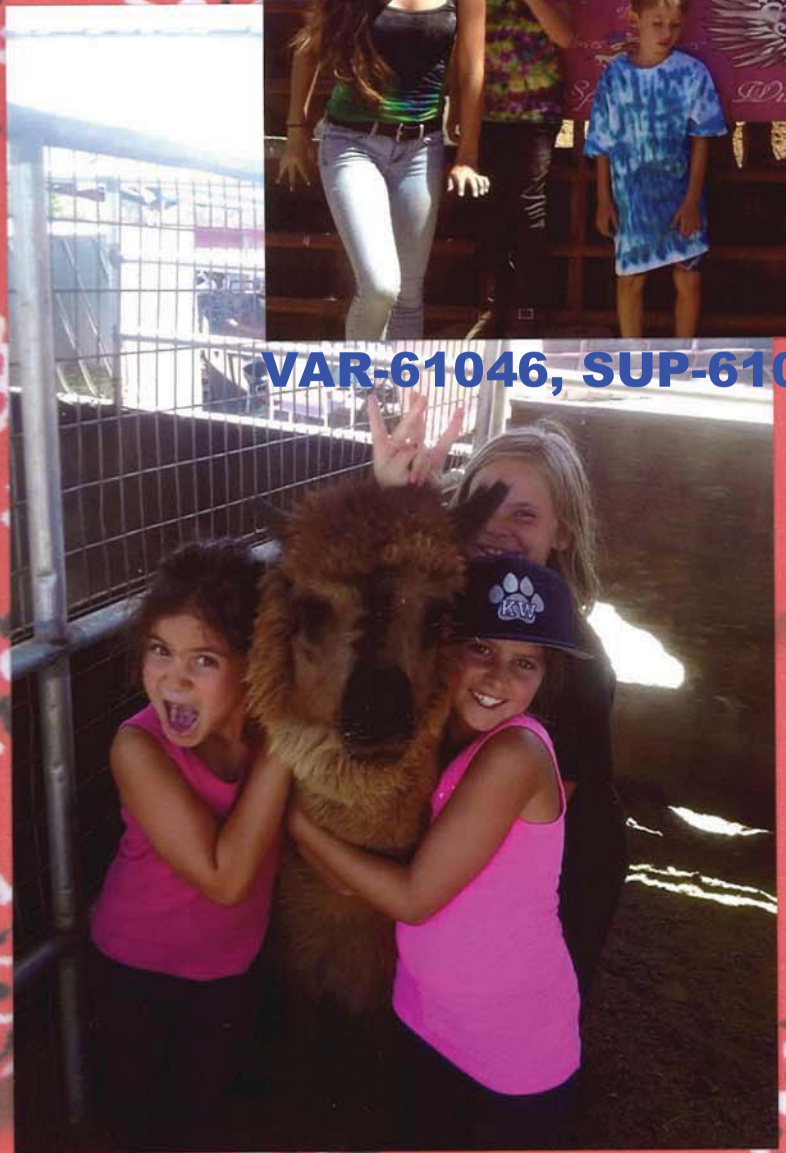


VAR-61046, SUP-61047 and SUP-61183

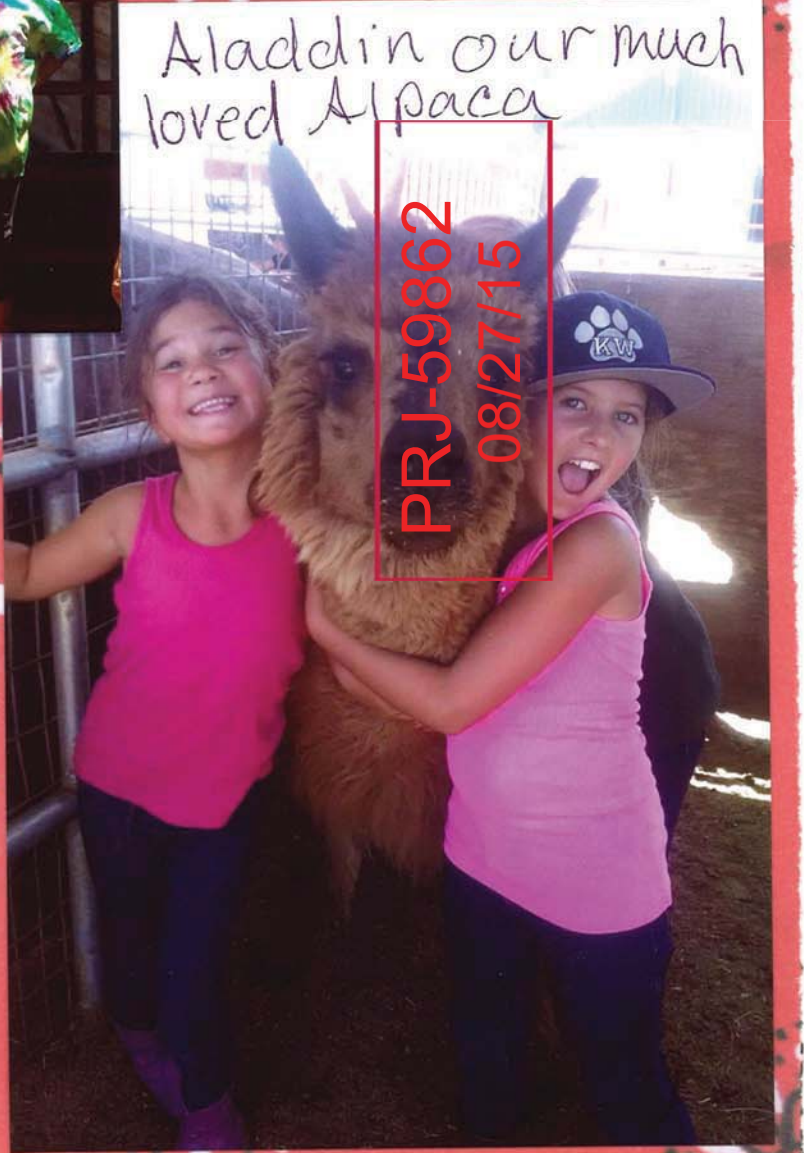
Picture of
22x16x12 out Door run



VAR-61046, SUP-61047 and SUP-61183



Aladdin our much loved Alpaca



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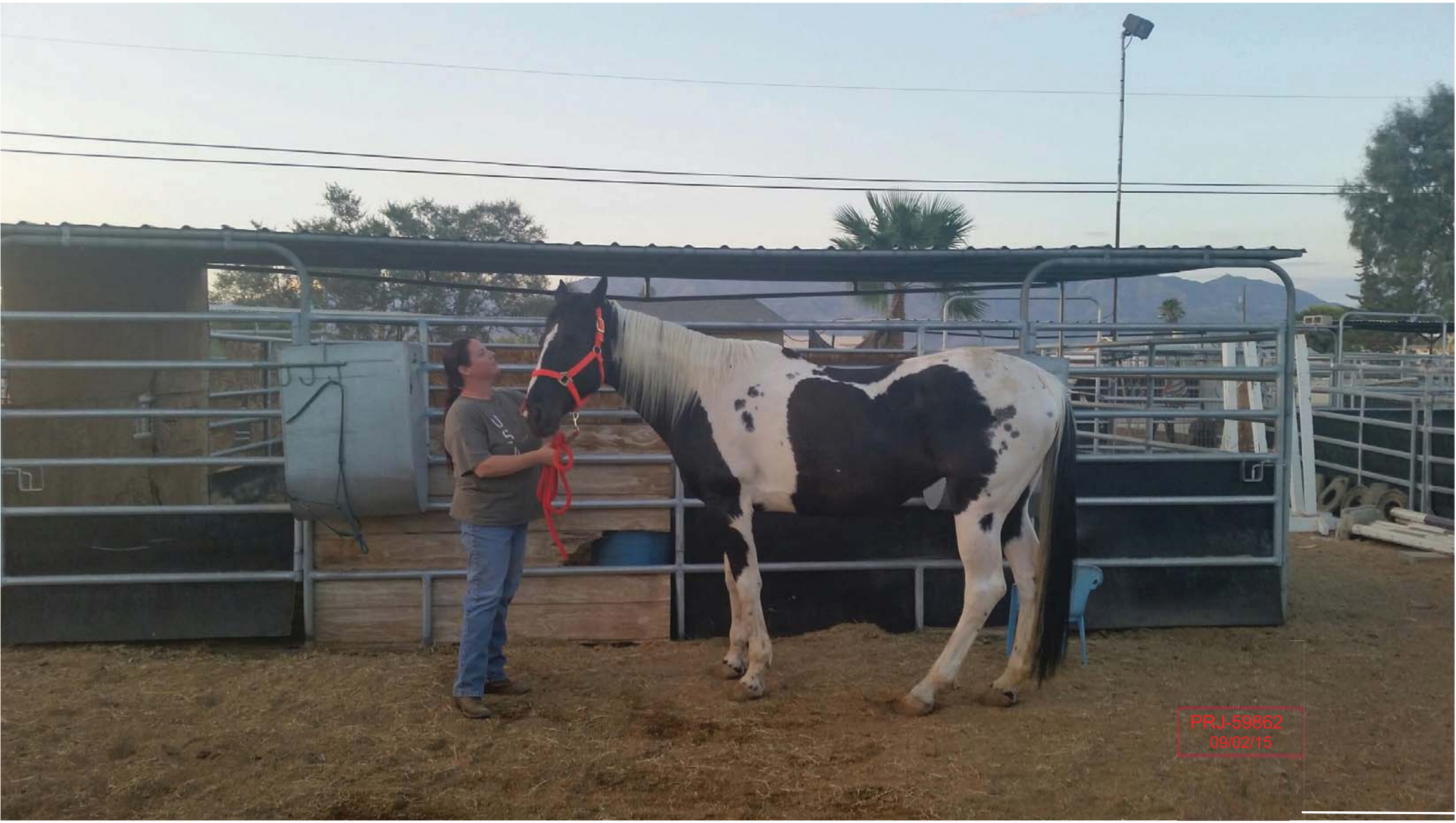
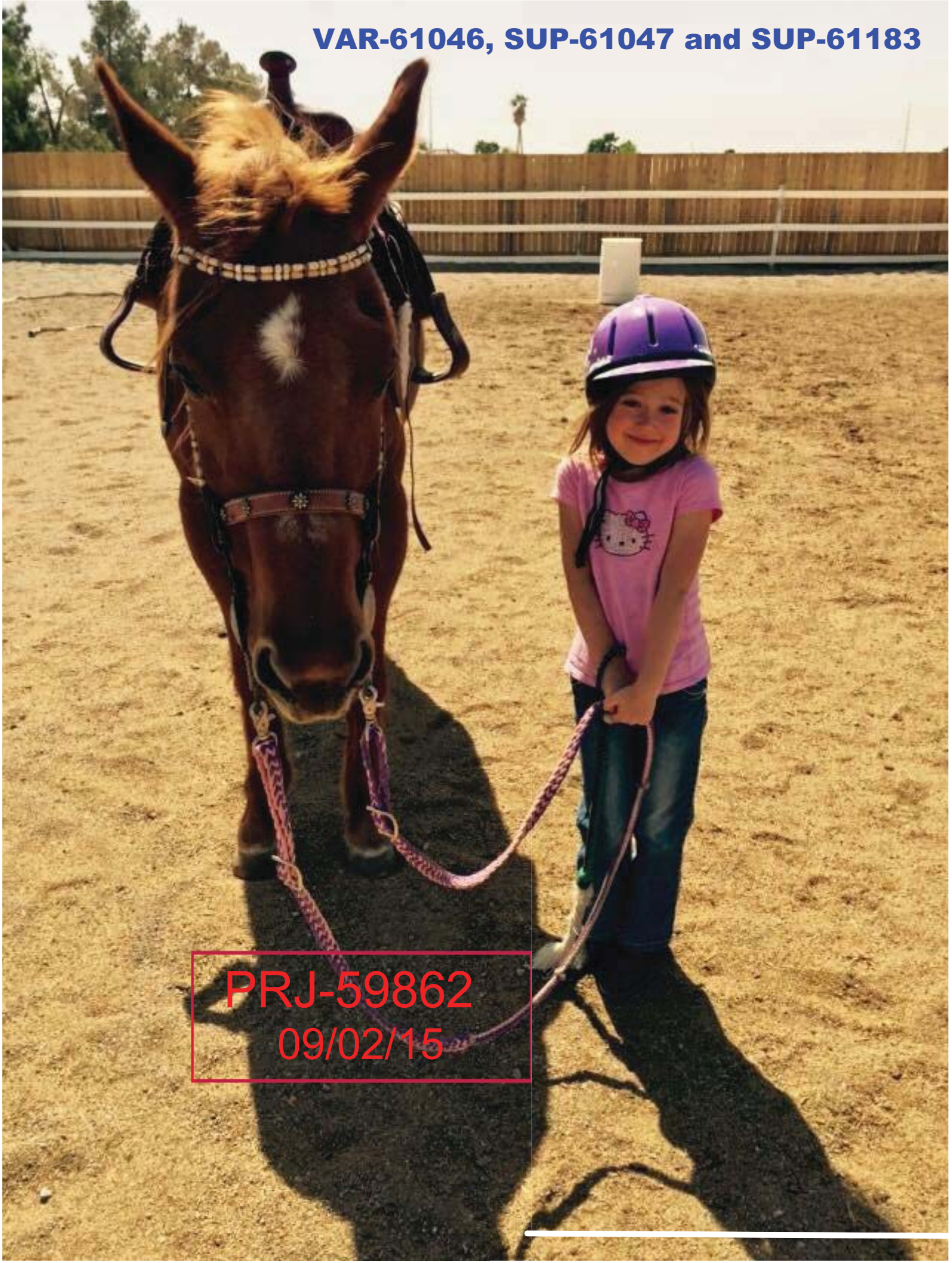


VAR-61046, SUP-61047 and SUP-61183



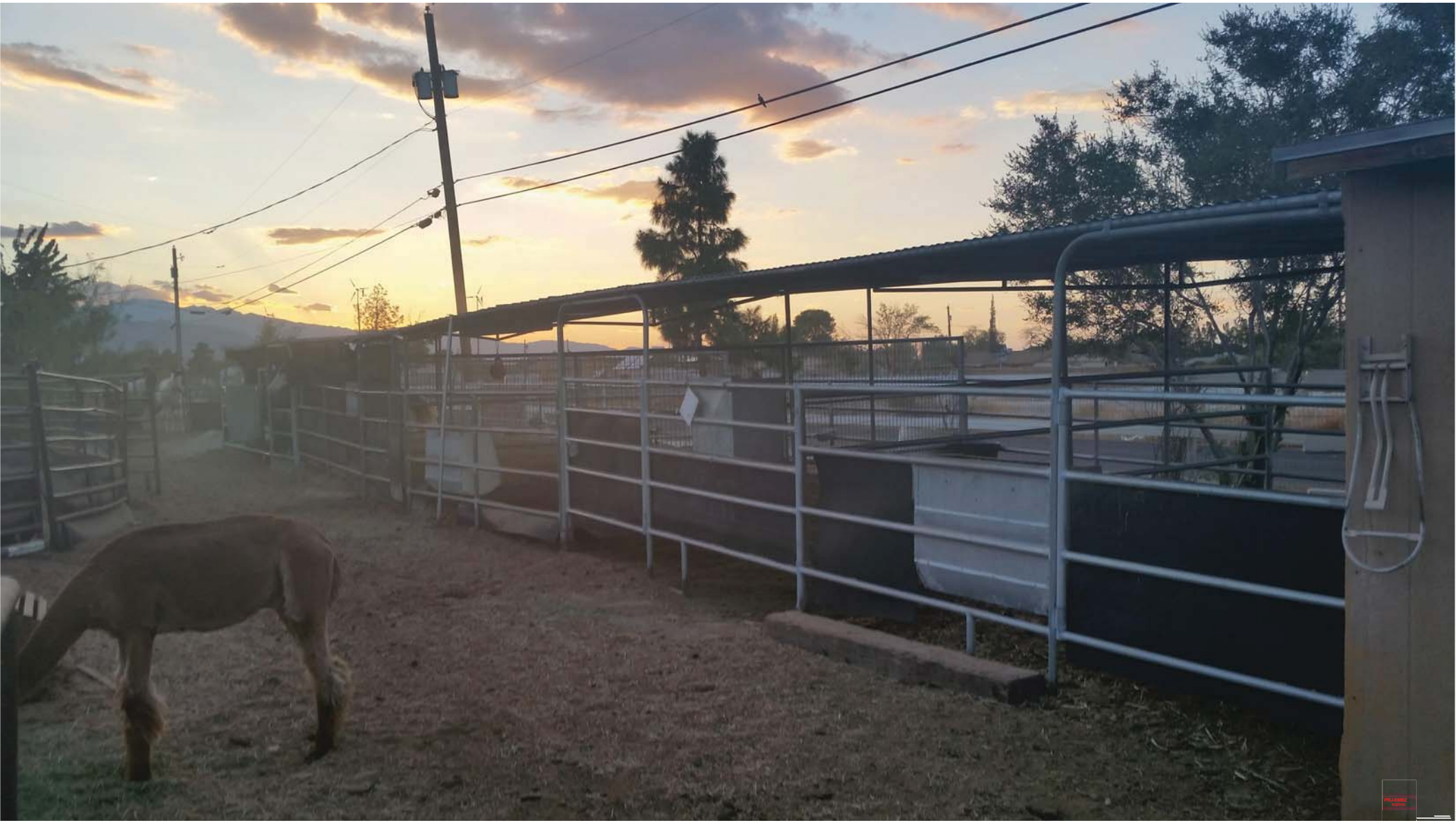
VAR-61046, SUP-61047 and SUP-61183


VAR-61046, SUP-61047 and SUP-61183
PRJ-59862
09/02/15


PRJ-59862
09/02/15
VAR-61046, SUP-61047 and SUP-61183



VAR-61046, SUP-61047 and SUP-61183



VAR-61046, SUP-61047 and SUP-61183



VAR-61046, SUP-61047 and SUP-61183



VAR-61046, SUP-61047 and SUP-61183



VAR-61046, SUP-61047 and SUP-61183



VAR-61046, SUP-61047 and SUP-61183



VAR-61046 [PRJ-59862] - VARIANCE RELATED TO SUP-61047 AND SUP-61183 - APPLICANT/OWNER: KIM J LECLAIR
5525 WEST ROME BOULEVARD

10/29/15



VAR-61046 [PRJ-59862] - VARIANCE RELATED TO SUP-61047 AND SUP-61183 - APPLICANT/OWNER: KIM J LECLAIR
5525 WEST ROME BOULEVARD

10/29/15



VAR-61046 [PRJ-59862] - VARIANCE RELATED TO SUP-61047 AND SUP-61183 - APPLICANT/OWNER: KIM J LECLAIR
5525 WEST ROME BOULEVARD

10/29/15



VAR-61046 [PRJ-59862] - VARIANCE RELATED TO SUP-61047 AND SUP-61183 - APPLICANT/OWNER: KIM J LECLAIR
5525 WEST ROME BOULEVARD

10/29/15



VAR-61046 [PRJ-59862] - VARIANCE RELATED TO SUP-61047 AND SUP-61183 - APPLICANT/OWNER: KIM J LECLAIR
5525 WEST ROME BOULEVARD

10/29/15



VAR-61046 [PRJ-59862] - VARIANCE RELATED TO SUP-61047 AND SUP-61183 - APPLICANT/OWNER: KIM J LECLAIR
5525 WEST ROME BOULEVARD

10/29/15

RECEIVED

APR 12 2016

City of Las Vegas
Dept. of Planning

April 11, 2016

Dear City Planning Commissioners:

I have been the property owner of 5525 Rome Blvd, since May 2002. I purchased the property so I could create a lifestyle for myself and my daughter that was rural in nature and could accommodate our love for animals. I am proud of my property, the good work we do with and for animals, kids and adults in this community.

Today I urge you to vote "yes" for the minor variances and the Use Permits I am requesting in order to improve my property for my animals and the people I help and instruct.

I am requesting two Special Use permits. ***I am asking for 15 horses, 8 pigmy goats, 1 Alpaca, 1 miniature horse, and 2 pigs.*** Per the request of staff and Commissioner Moody I have reduced the number of animals as follows:

- **From 22 horses to 15; I had to look for homes for 7 rescue horses.**
- **From 10 pigmy goats to 8; therefore,**

I reduced the total number of animals from 36 to 27.

While I understand that this is outside Title.19 guidelines, those are just guidelines and every large parcel, in my case, 1.29 acres, is configured differently, and that configuration makes for a wide range of ways to accommodate animals. I ask you to approve my Special Use permit based on a precedent which was set in the RE Zoning when in **January 2003, 5401 W Rome Blvd was granted approval for 13 horses, 1 steer, unlimited goats on .85 of an acre. or 37,026 square feet.** Assuming they have the same number of goats as I do, for the sake of calculations, they would have 24 animals or 1,542.75 square feet per animal. I however, with my request [1.29 acres or 56,192 square feet], have 27 animals allowing for 2,192 square feet per animal on the parcel.

Additionally, my closest neighbor at 6550 Helen Ave. has 15 horses and 5 steer (cattle) on a .95-acre parcel, or 20 animals 41,382 or 2,069 feet per acre, under my square footage per animal by 122.90 square feet.

I hope you would give me the same consideration as these two nearby properties have received.

The Variances I am requesting are 26 feet in <u>all total</u> when the difference between the distances in feet allowed under Title 19 and my request are measured. On my 1.29-acre parcel which is 59,192 square feet, my small variances are .000462 as a percentage of my entire property. This is a small amount, but the shade structures and other non-permanent structures, a chicken coop, and hay cover, make for a better environment and safety for my animals. They are not unsightly; in fact they are common in and among properties such as mine in my area and other rural properties in the City. As for the issue of a "corral in my front yard", I

VAR-61046, SUP-61047 and SUP-61183

Submitted after final agenda

19-21

Date 04/12/2016 Item

RECEIVED

APR 12 2016

City of Las Vegas
Dept. of Planning

challenge anyone to define a front yard on my 1.29 acre. I have several access points to the property and my garage faces Helen Ave, where in fact there is no corral. [See aerial photos].

I would ask that this be approved as there is no definition of "front yard" for an acre parcel in Title 19.

The water issue addresses by staff is handled under NRS 534, which is where the Nevada Division of Water referred me, and my well does and can accommodate the domestic uses as defined in NRS 534.180 (3). As a rule of thumb in the areas of the desert Southwest, a typical family uses only about 0.25 acre-feet of water per year. One acre-foot/year is approximately 893 gallons (3.38 m^3) per day. I use much less than that per day on my property, and **under NRS 534.180 (3) my water usage does not exceed 2-acre feet per year.**

As for the Special Use Permit – Horse Corral or Stable – Commercial in R-E Zone – instructional use, **the write up by staff states that the zoning district R-E is required to allow for instructional or recreational riding and other large animal activities.**

Last, I want to address the opposition to my request. I held a neighborhood meeting and 22 of my neighbors or and others who are not in my neighborhood attended. Of those that have come to a meeting or sent in a protect card, only 10 live within 1,000 feet of my property. I have a map [enclosed] of those who came to the neighborhood meeting. **Of those 10, 5 have sent you letters of support, leaving only 5 in opposition.**

In closing, I want to thank you for your time on this issue. I want to thank Commissioner Moody for attending my neighborhood meeting and Commissioner Quinn for visiting my property. **I ask you respectfully to vote in favor of my requests. Thank you.**

Kim LeClair and the White Stables Family

April 3rd, 2016

To the City of Las Vegas Planning Commission:

I am standing here before you today to ask your support for the following variances and special use permits: VAR-61046, SUP-61047, SUP-61183 allowing limited commercial boarding not to exceed 22 horses, 1 mini horse, 1 alpaca rescued from a feed lot, 2 inseparable miniature pot belly pigs (they have been together their whole lives), and 10 miniature pygmy goats. I'd like to state for the record that I am no longer requesting 22 horses – I have reduced my herd in good faith to 15, which is a 7 horse compromise. I feel that this is a fair number to request for the size of the property (1.29 acres). I would also like to point out that the property located at 5401 W. Rome Blvd, with a stated acreage of .85, was approved for 13 horses, 1 steer, and an unlimited number of goats with the support of the surrounding neighbors, several of which are involved in my current plight for these specific special use permits and variances. My original request for 22 horses were made per the advice and suggestion of Mark Rex with the City Planning department. It was suggested that it might be easier to compromise on a lower number of horses, rather than later ask for more horses.

The definition provided by the City Planning of Commercial Boarding Stables reads as follows: 'Commercial Boarding Stables' means the keeping or housing and/or riding and training of horses only but prohibiting rental of animals, open for service to the general public. A horse kept on the land for the purpose of training shall be considered to be a boarded horse. Young animals less than 6 months of age shall not count toward the allowable limit. I would also like to point out that the special use permit for commercial boarding facility does not change the zoning of the property in any way. The main reason for this would be to allow us to obtain a business license so that we can pursue our horseback riding instruction and other community enrichment programs. Another reason we would like to pursue this permit, is so that we are able to claim as a business any horses sold and/or bought. Although the buying and selling doesn't frequently happen, on occasion we do receive an offer for a horse that is just too good to turn down, or will offer for sale a horse that isn't fitting our program. So at this point, a commercial boarding permit would help to supplement our income and allow us to better our lives by having this small business allowing us to eventually have enough money to continue improving ourselves, our herd, our community, and our quality of life. We do have any visitors that are on the property to handle or ride any horse, sign a release waiver, and also carry an umbrella insurance policy on our property in case of accidents. This would allow enough income generated to stay home and maintain our business and ranch.

In May of 2002, when I purchased this property, it was located in the Centennial Hills Rural Preservation sector. This staff report states that 'the subject parcel is indicated as part of the rural preservation neighborhood'. The rural preservation neighborhood allows the raising or keeping of animals commercially or non

PRJ-59862
04/05/16

commercially. It further goes on to say 'the Centennial Hills sector plan states: the Rural Preservation Area will sustain the character of the historical development patterns of large lot, half acre or greater, and equestrian development. The rural character of this area will be maintained by equivalent zoning for annexed areas, rural street improvements, low density development, and an absence of nearly all private non-residential development. I feel I must point out that although I do not see many 'equestrian developments' happening in my neighborhood, I do see a substantial amount of tract housing and commercial business development present in the Rural Preservation Neighborhood. I can't help but feel as though the rural character of the neighborhood at the Centennial Hills sector plan was trying to achieve is seriously being compromised. I myself am not going to stand before you and boast about how progress shouldn't continue and choose a side in an ongoing war between horse folks and so called progress. In the whole scheme of things going on in our neighborhood however, it is hard not to see the current development of tract and commercial land, and when we go to vote to put folks like yourselves before us to make decisions in our best interests like this, we vote for who we think is going to be able to fairly look at both sides. It isn't hard to see that progress is currently unfairly weighted away from the intended rural preservation and encroaching on properties that allow horses. You have builders pay thousands of dollars to install and maintain equestrian trails, but in return make horse property owners feel like they shouldn't have horses. You can ask any neighbors – they will tell you the same thing. If the neighborhood is supposed to be a rural preservation area, then it should be. You can't expect to continue to develop existing horse areas and have the same amount of horses to a specific piece of property. Logically, you must see, as progress encroaches on what used to be the outskirts of town, these horses have to go somewhere. Soon, at the rate we are growing, there will only be a few horse areas left. Where are we supposed to go? We are running out of affordable space without having a 2 hour commute to work every day. When we come to you to ask for these permits, all of this should be a deciding factor. We need to protect these areas as much as we need the progress.

I know the limitations of property, and how many horses I can properly care for, train, afford to feed, and give proper exercise. I need you to understand through testimony provided by witnesses and facts that I have presented this small facility is absolutely functional with these special use permits, allowing 15 horses, commercial boarding on property we own and should not be considered too 'extreme in degree, strength, or size'. Although issues from parties have come up against these permits, I must ask, where is the factual proof of why we should not be allowed these permits. Every issue brought before us has been properly dealt with and compromises can be made on our part. I would also like to point out that of the many times a city official was called out to the property, including code enforcement, the only violations found were of animal count which is why we are asking for these permits and variances today. I must also point out that the times animal control has been called out were unfounded due to ignorance of animal behavior on the part of the reporting party (example given: horse was thought to be lying dead on the ground and was actually napping as horses do from time to time).

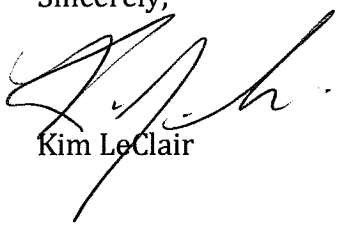
PRJ-59862
04/05/16

The horses live in generously sized corrals (Horseman's Park stalls are only 12x12 – our smallest stall is 16x16 and anyone you ask will tell you these animals are treated with the utmost respect, care, and affection. I have brought neighbors to attest to you personally, letters from neighbors that could not be here, and submitted photos of the property.

I'm hoping with all the facts presented to you tonight I can help you make an informed and fair decision on granting us these permits and variances. I thank you for your time and consideration.

Thank you for your time and consideration in our efforts.

Sincerely,



Kim LeClair

PRJ-59862
04/05/16

VAR-61046, SUP-61047 and SUP-61183 - REVISED

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

It would be inhumane to allow that many animals there. It is already not taken care of.

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-61046 [PRJ-59862]
City Council Meeting of May 18, 2016

Case: VAR-61046
12524701009
KLAPPERICK ROBERT & PATRICIA A
5308 ROME BLVD
LAS VEGAS NV 89131-2716

Submitted after final agenda

Date 5/16/16 Item 98

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

LAS VEGAS NV 890 09 MAY '16 RECEIVED CITY CLERK

This area looks like a dump already. No need to allow these people to add to the nightmare of the entire neighborhood.

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2016 MAY 11 P 12:06



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-61046 [PRJ-59862]
City Council Meeting of May 18, 2016

Case: VAR-61046
12524410001
MERRICK FRED & MICHELLE
5617 MESQUITE MEADOW CT
LAS VEGAS NV 89131-2958

97 DRDONP1 89131

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-61046 [PRJ-59862]
City Council Meeting of May 18, 2016

Case: VAR-61046
12524810002
CARIBE-AVENTURAS TRUST
6489 LANTANA FALLS CT
LAS VEGAS NV 89131-2904

97 DRDONP1 89131

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Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-61046 [PRJ-59862]
City Council Meeting of May 18, 2016

Case: VAR-61046
12524302006
FRANKLIN FAMILY 2010 TRUST
FRANKLIN GARY & LINDA TRS
5711 MELLO AVE
LAS VEGAS NV 89131-2930

97 DROCMP1 89131

Application Information

VAR-61046 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: KIM J LECLAIR - For possible action on a request for a Variance TO ALLOW AN EXISTING DETACHED ACCESSORY STRUCTURES (CLASS II) [HORSE CORRALS] TO BE LOCATED IN THE FRONT YARD WHERE SUCH IS NOT PERMITTED, TO ALLOW A ONE-FOOT DISTANCE SEPARATION FROM THE MAIN DWELLING FOR AN EXISTING DETACHED ACCESSORY STRUCTURES (CLASS II) [SHADE STRUCTURE] WHERE SIX FEET IS REQUIRED, TO ALLOW A ONE-FOOT SIDE YARD SETBACK FOR EXISTING ACCESSORY STRUCTURES (CLASS II) [A 192 SQUARE-FOOT HAY BARN AND A 48 SQUARE-FOOT WELL HOUSE] WHERE 10 FEET IS REQUIRED, TO ALLOW AN EIGHT-FOOT REAR YARD SETBACK FOR AN ACCESSORY STRUCTURE CLASS II [ANIMAL SHADE STRUCTURE] WHERE 10 FEET IS REQUIRED, AND TO ALLOW A 12-FOOT CORNER SIDE YARD SETBACK FOR ACCESSORY STRUCTURES [ANIMAL SHADE STRUCTURE AND TACK ROOM] WHERE 15 FEET IS REQUIRED on 1.29 acres at 5525 West Rome Boulevard (APN 125-24-403-001), R-E (Residence Estates) Zone, Ward 6 (Ross) [PRJ-59862].

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***May 18, 2016***
Time:	1:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

Any and all interested persons may appear and be heard at said meeting, or may, prior to this meeting, file a written objection thereto or approval thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada 89101. For further information, including the full staff report, please call (702) 229-6311 (711 Relay Nevada) or go to http://www.lasvegasnevada.gov.

Won't need all of this if not authorized to have 22 horses too many goats, etc. ——— No allowance for parking areas — Neighbors will have more to complain about. He PACKS too much stuff in

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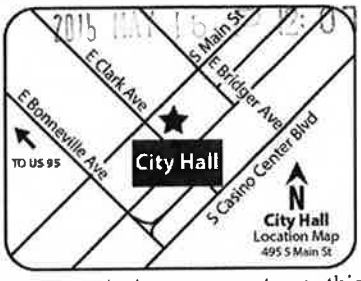

This would set a horrible precedent and detract from the neighborhood. Please do not allow the variance. This variance won't help our property values, either.

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.

VAR-61046 [PRJ-59862]
City Council Meeting of May 18, 2016

Case: VAR-61046
12524403006
BRINDLEY KENNETH & DEBORAH
2617 E WINDRIUM CT
ELK GROVE CA 95758-7479

114 DRDCNP1 95758

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-61046 [PRJ-59862]
City Council Meeting of May 18, 2016

Case: VAR-61046
12524412027
WEAVER JAMES A & TERESA K
6424 SOMERVELL RANCH ST
LAS VEGAS NV 89131-2971

97 DROGNP1 89131

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Las Vegas, Nevada 89101

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allowing a Commercial business of this magnitude will definitely be a setback for this area. It finally started to attract nice large single homes. this will surely be a BiG negative for future development. I thought this are was for a horse of two but not a Commercial Business of 31 animals.

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-61046 [PRJ-59862]
City Council Meeting of May 18, 2016

Case: VAR-61046
12524810004
WATERS FAMILY TRUST
WATERS MICHAEL F SR & VIOLA TRS
6484 LANTANA FALLS CT
LAS VEGAS NV 89131-2904

Terrible President if it goes through. (Mike Waters)

Submitted after final agenda
Date 5/11/16 Time 9:00

97 DROGNP1 89131

City of Las Vegas
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495 S. Main St., City Hall
Las Vegas, Nevada 89101

LAS VEGAS
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Case: VAR-61046

12524304008
HIX GREGORY K
DEVLIN-HIX DOLORES E
5501 W ANO DR
LAS VEGAS NV 89131-2962

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-61046 [PRJ-59862]
City Council Meeting of May 18, 2016

97 DROGNP1 89131

Submitted after final agenda

Date 5/16/16 Item 98

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

Good Evening. My name is Linda Mayers. I reside at 5801 Ano Drive. Tonight, I am one of the delegated speakers on behalf of those in our neighborhood opposed to Kim LeClair's Special Use Permit and Variance requests. I have come as an advocate for our Rural Status on prior occasions – once in opposition to the density of a 40 acre home development west of our neighborhood (at which time I contacted Ms. Mayo-Deriso to be our advocate) and again, against density in our midst - quartering a single acre to build 4 homes.

The majority of our neighborhood stands opposed to Kim's multiple requests. The thing is that we moved here for the lightly rural lifestyle afforded us with rural Estate zoning – nothing more, nothing less.

Many were present at the neighborhood meeting held last week, when Kim cited her neighbor's variance granted for 12 horses back in 2002, so we know that she has been aware of our Rural Estate requirements since she moved into the neighborhood – she actually stated to us, that she too was allowed 12 horses. Her neighbor's variance back then was granted with the stipulation of a block wall surrounding their property. Most of the neighborhood have been cited for code infractions and have made changes to come into compliance over the years. Kim's overall livestock population and out buildings have grown; we have seen no effort of compliance on her behalf. As one neighbor said in the meeting, we still saw no changes during the first 3 months since her initial December 8th hearing was posted. To be honest, the number of horses and goats visible from the street are not a representation or her actual populace.

During, last week's meeting, a few neighbors mentioned the Staff Recommendations and even though Kim referenced recommendations for her initial zoning/variance requests for the 22 horses she had, she claimed to know nothing of the published Staff recommendations.

Several of our neighbors met with Mayor Pro Tem Steve Ross, prior to the Jan. 12th scheduled hearing, registering our discontent over Ms. LeClair's requests, reiterating the number of horses, goats and various animals to be too many for the property. We questioned their overall health, as some appeared a bit "Ribby". We have been unhappy with her Manure recycling practice, feeling it breeds disease and infestation – not to mention the smell – especially after rain or on a hot summer's day. We were told he met with her, expressed our concerns and gave her two months in which to make some changes and meet with her neighbors.

Submitted at Planning Commission

Date 4/12/16 Item 14-21

She did reach out to me, echoing a similar conversation with MPT Ross. Throughout the facebook message I urged her to meet with the neighborhood. She mentioned that some of her horses were thin since being rescued and some due to a virus contracted at Horseman's Park. I was alarmed that she said 8 of her herd came down with the virus and she did not feel the need to let her neighbors know.

The northwest is rich in rural history dating back to the Kyle Ranch days and forward throughout the Lamb Dynasty including Gilcrease Ranch and nowadays the Rocking K Ranch and others like Cooper Ranch for Dressage and the newest addition being Bitter Root Ranch. Throughout the evolution of our valley, there came an understanding and established code that a maximum number of any type animal is allowable for a size of property. These regulations account for living and exercise space needed for equine and various livestock on an everyday basis, as well as, the effect their waste will have on the given area of that property.

All this being said, we hope you understand why we feel she should not be granted her requests. We feel the Rural Estate Zoning is in place to protect our properties and reinforce the general livestock populace of what a property can withstand. Kim has not worked with our small community and lacks the history of adherence to the Rural Estate Zoning we live by. Due to her disregard for regulations, we feel the existing codes should be enforced and her requested variances and permits should not be granted.

REGARDING: VAR-61046, SUP-61047, and SUP-61183

I have been requested by the neighbors in the vicinity of Ms. KIM LECLAIR's property to speak of the concerns regarding the variances she is requesting for her property. Chairman Moody recommended our concerns be consolidated and presented by representatives of the neighborhood.

THE SINGLE FAMILY DOMESTIC WELL

We respectfully request the Commissioners abide by the Staff's, "FYI should there be approval, that she submit a letter from State of Nevada, Division of Water Resources that her well is approved by them for commercial use or that she connect to public water". As of April 4, 2016 at her own declaration she has not contacted the Water Resources Dept.

Additionally, with the exception for the well location adjacent to her fence line, we ask that she comply with any regulations for the other sides to be distanced and shielded from potential contamination. Should her well become contaminated by the hi volume of animal feces, it places the neighborhood and beyond in jeopardy of having their well water deemed not potable.

THE EXISTING TEMPORARY INDIVIDUAL SEWAGE DISPOSAL SYSTEM

Staff also as a condition for approval stated, "She provide a written letter from the Southern Nevada Health District Environmental Health Division stating that the proposed improvements are compatible with the existing temporary Individual Sewage Disposal System". Alternatively she can abandon her sewage disposal system and connect to public sewer which would require bringing sewer from Bradley down Rome to Helen. As of Aril 4, 2016 at her own declaration she has not contacted the Health District.

On April 4, 2016 at Ms. LECLAIR's neighborhood meeting, she proposed moving her property entrance to Rome Blvd. and the front yard turn out pen more to the south on Helen. Should this be one of the resolutions it would be in compliance with existing codes. Staff also stated as a condition of approval "all parking areas shall be paved, striped and marked to clearly define parking and handicapped parking spaces".

INCREASED COMMERCIAL/PUBLIC TRAFFIC TO HER BUSINESS

Staff has indicated Helen Ave. to be suitable in size, 60 ft., for the proposed use. It is our understanding that our neighborhood roads are of DUST ABATEMENT quality. Ms. LECLAIR has indicated her lessons typically involve 5 to 10 students. The parents usually drop off the kids and return several hours later. This doubles the increase in traffic to the area. We question the durability of the surfacing.

Submitted at Planning Commission

Date 4/12/2016 Item 19-21

Roads cont'd

There has already been concern for traffic violations on the area streets. Mello has had vehicles clocked at over 60 mph. Mello is the route from Jones most folks take to get to Bradley and then to Rome. Her proposed business will potentially compound this problem.

NUMBER OF ANIMALS

Should Ms. LECLAIR desire additional exotic and or farm type animals not mentioned in these variances and special use permits she must comply with existing codes and zoning regulations.

HEALTH AND WELLBEING OF ANIMALS AND COMMUNITY HEALTH

Quoting Univ. of NV Cooperative Extension fact sheet 95-11, "A 1000# horse can produce 45-50 lbs. of manure daily... .All stalls and paddocks should be cleaned on a daily basis". That's over a ton of just manure every trash pick-up day for her 15 horses. This is well beyond the capacity of her single dumpster. We request the manure to be removed from the property on a regular basis, not "recycled". This will then decrease the opportunity for well contamination, spontaneous manure combustion, disease and infestation to become an issue for all.

OTHER CONSIDERATONS

The codes and regulations that the City of Las Vegas has established were formulated after consultation with police, fire, health, safety officials, and the public prior to being recorded. We will accept the judgement of the Planning Commissioners concerning business licensing, the setbacks and construction and location of structures not discussed here in this document. We would suggest a privacy fence be constructed should you deem her variances and or special use permits are reasonable.

Ms. LECLAIR has resided at this location for nearly 14 years. During this time she constructed facilities not to code, grew her animal herds without regard to City codes and regulations, and conducted a business without proper licensing. Until about 8 weeks ago when Ms. LECLAIR began to clean up her property she did not noticeably improve or make corrections for the sighted violations dating back to Feb. 2015. We fear she will not be able to maintain compliance as her property is not large enough to accommodate the required structures and planned activities.

Submitted at Planning Commission

Date Item

We the undersigned respectfully submit to you this document for your thoughtful consideration.

Respectfully,

DATE	NAME	ADDRESS
4-10-16	Paula Hutchison	5704 ANO Dr. LV NV 89131
4-10-16	Frances Early	5808 Ano Dr LV Nv 89131
4/10/16	Sue Clark	5724 Ano Dr. LV 89131
4/10/16	John Mayfere	5801 Ano Dr LV. 89131
4/10/16	Chuck Williams	6550 N Helen Ave 89131
4/10/16	Angel Allard	6630 Cowboy Trail 89131
4/10/16	[illegible]	5725 Rome Blvd 89131
4/10/16	Helen McDonnell	6489 Lantana Falls Ct 89131
4/10	Mary Jo Storm	5620 Turkey Ln 89131
4/10/16	Moises Gomez	5610 Turkey Ln LV NV 89131
4/10/16	Jason Dwoin	5720 Turkey Lane LVN 89131
4/10	Richard Lough	6530 Helen Ave.
4/11/16	Mike Bingham	5655 Mello Ave 89131
4/11/16	Katherine [illegible]	5401 Mello Ave. 89131
4/11/16	Maureen Lynn	5501 Mello Ave. 89131
4/11/16	Candace S Flucki	5555 Mello Ave. 89131
4/11/16	Kristy Crawford	5810 Mello Ave 89131
4-11-16	David [illegible]	5941 & 5961 Mello Ave 89131
4-11-16	Michael L Hendrix	5940 Mello Ave 89131
4-11-16	Thomas [illegible]	6601 COWBOY TRAIL 89131

To whom it may concern:

We at 6541 Helen Ave. Las Vegas NV 89131 are aware and ok with the animals next door at Kim LeClair's residents. One alpaca, twi pigs, eight goats, chickens, one mini horse and fifteen horses.

Amanda Plehn



4-12-16

Submitted at Planning Commission

Date 4/12/2016 Item 19-21

From: **kimatwhitewing** kimatwhitewing@yahoo.com
Subject: Fwd: White Wing Stables
Date: April 12, 2016 at 4:44 PM
To: coconutchicken@cox.net

Sent via the Samsung Galaxy S®6 active, an AT&T 4G LTE smartphone
-------- Original message --------
From: Lauren Crossman <lauren.crossman@hotmail.com>
Date: 4/12/2016 4:27 PM (GMT-08:00)
To: Tmoody@hutchlegal.com, Clkramar@lasvegasnevada.gov
Cc: Neddowes@lasvegasnevada.gov
Subject: White Wing Stables

Hello Tim,

I am physically unable to attend the city meeting tonight in regards to Kim LeClair's property as I have just had a baby and am recovering in the hospital.

I did want to write and let you know that I am her neighbor that lives across the street from the stables. We love living where we do and having the horses there is part of the reason. It's the lifestyle we wanted for our family. We love to go for walks and talk to our neighbors and visit the animals on our street. Kim, Bella and numerous people are outside most of the day with the animals and have been working extra hard to clean up the yard.

I am in support of her changes she presented at the neighborhood meeting last week having 15 horses and the other proposed changes including the riding lessons.

I do believe most of the immediate neighbors are supportive of Kim and don't have the major concerns as the indirect neighbors do. I believe we as the direct neighbors should have a stronger influence as the changes would affect us the most.

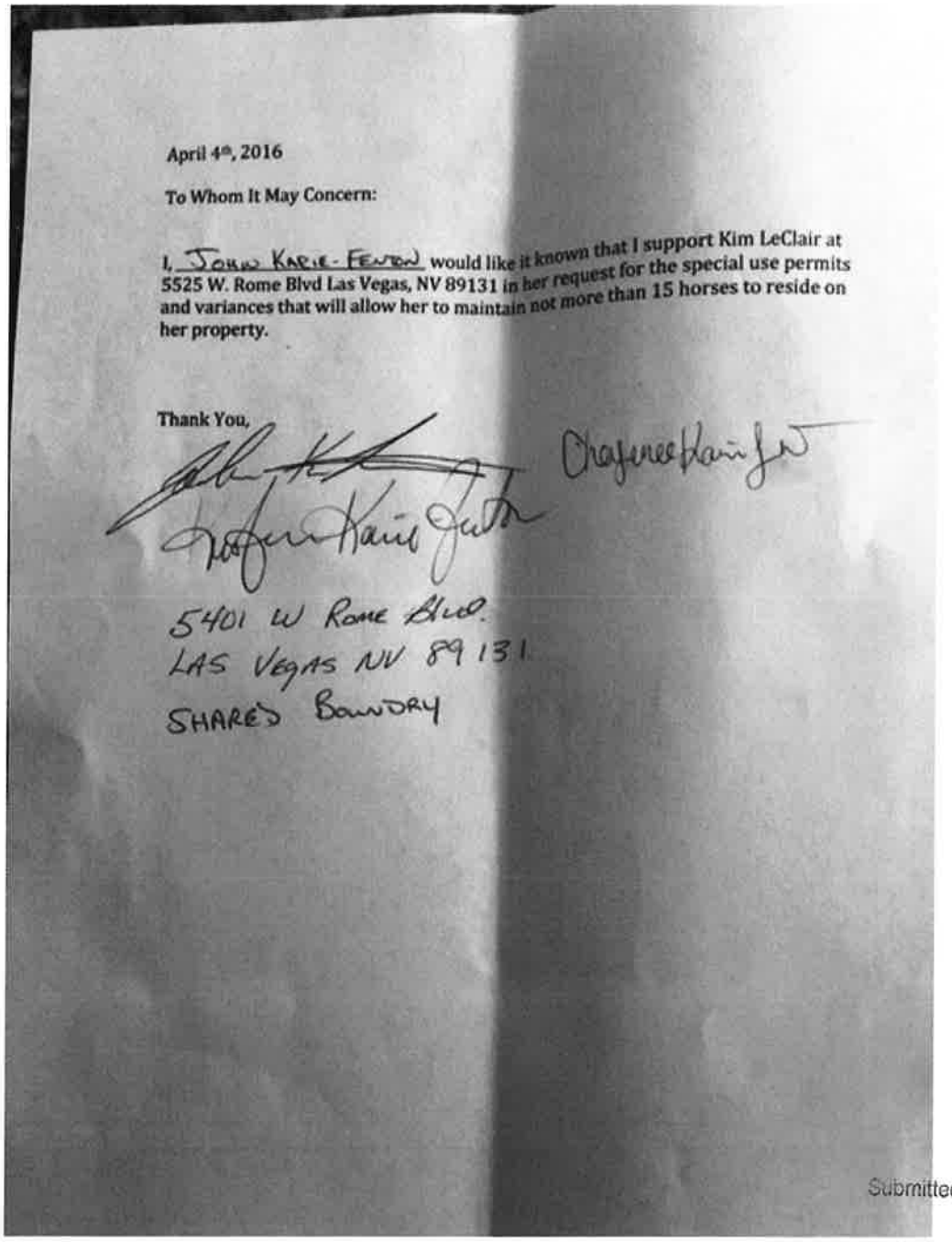
Please let me know if I can assist in anyway.
Lauren Crossman
7027679016

Submitted at Planning Commission

Date 4/12/2016 Item 19-21

From: **kimatwhitewing** kimatwhitewing@yahoo.com
Subject: Fwd: did you already print this?
Date: April 12, 2016 at 1:41 PM
To: coconutchicken@cox.net

Sent via the Samsung Galaxy S®6 active, an AT&T 4G LTE smartphone
-------- Original message --------
From: John Fenton <eodjkf@hotmail.com>
Date: 4/9/2016 7:42 PM (GMT-08:00)
To: kimatwhitewing@yahoo.com
Subject:



April 4th, 2016

To Whom It May Concern:

I, John Karie-Fenton would like it known that I support Kim LeClair at 5525 W. Rome Blvd Las Vegas, NV 89131 in her request for the special use permits and variances that will allow her to maintain not more than 15 horses to reside on her property.

Thank You,

John Karie-Fenton Chaynee Karie-Fenton

5401 W Rome Blvd.
LAS Vegas NV 89131
SHARES Boundry

Submitted at Planning Commission

Date 4/12/2016 Item 19-21

From: **kimatwhitewing** kimatwhitewing@yahoo.com
Subject: Fwd: Rome Blvd
Date: April 12, 2016 at 4:01 PM
To: coconutchicken@cox.net

Sent via the Samsung Galaxy S®6 active, an AT&T 4G LTE smartphone
-------- Original message --------
From: Ronni Council <rcouncil@organizedkarma.com>
Date: 4/12/2016 2:02 PM (GMT-08:00)
To: Kim Horse On Rome <kimatwhitewing@yahoo.com>, Lisa Mayo DeRiso <mayoderiso@gmail.com>
Subject: Fwd: Rome Blvd

Thanks, RC
Sent from my iPhone

Ronni Council
President
Organized Karma
Alchemy Associates LLC
438 East Sahara Ave.
Las Vegas, Nevada 89104
Office: 702-853-1330
Cell: 702-274-2208

Begin forwarded message:

From: Ronni Council <rcouncil@organizedkarma.com>
Date: April 12, 2016 at 1:59:44 PM PDT
To: Clkramar@lasvegasnevada.gov, neddowes@lasvegasnevada.gov
Subject: Rome Blvd

To whom it may concern,

I am writing this quick note from my phone in regards to the variance request on Rome Blvd. I reside at 6621 Cowboy Trail, just around the corner from the property requesting the variance. I drive pass the Rome property daily and am very familiar with how it is maintained & looks. I have attended a town hall as well as a private house meeting with the neighbors who oppose this variance. Unfortunately because of work, I can not be at the meeting tonight. I have heard the many reasons why some oppose this, and believe the opposition has dwindled as the facts have come out. It is in my strong opinion that much of the opposition is based on personal attacks and feelings towards the applicant, with a disregard to actual facts. The 1.29 Acre can absolutely handle 15 horses - and I am very confident that many others in the area already have this amount. I ask that you work with Kim and approve her for the 15 horses she requests.

Thank you so much,
Ronni Council
6621 Cowboy trail
Las Vegas 89131
702 274 2208

Thanks, RC
Sent from my iPhone

Ronni Council
President
Organized Karma
Alchemy Associates LLC

Submitted at Planning Commission

Date 4/12/2016 Item 19-21

From: **kimatwhitewing** kimatwhitewing@yahoo.com
Subject: Fwd: White Wing Stables support letter from neighbor
Date: April 11, 2016 at 12:20 AM
To: coconutchicken@cox.net

Sent via the Samsung Galaxy S®6 active, an AT&T 4G LTE smartphone
-------- Original message --------
From: Kieli Arrendale <kieliad@icloud.com>
Date: 4/10/2016 5:06 PM (GMT-08:00)
To: neddowes@lasvegasnevada.gov, clkramar@lasvegasnevada.gov
Subject: White Wing Stables

To whom it may concern,

My name is Kieli Davis. I reside at 5850 Mello Ave. Recently I was contacted by a couple neighbors concerned about a permit for White Wing Stables to approve 22 horses.
She is now asking for 15 horses, not the 22 I had originally opposed. After going to a neighborhood meeting at the YMCA I asked for a tour. Last Friday I had the opportunity to walk her property with her. I didn't notice a smell or bugs like I had imagined. The animals were spaced out well and clean. I could see all the love that went into making White Wing what it is. I would like my name removed from the original petition. I believe she is capable of taking care of her animals.
Thank you
Kieli Davis

Sent from my iPad

Submitted at Planning Commission

Date 4/12/2016 Item 19-21

April 6, 2016

I, Susan Dreyfus, lease at 5700 Mello Ave, Las Vegas, NV. 89131 and I fully support the services Kim LeClair provides to our veterans, military and first responders. I personally have utilized and participated in an affiliated program and experienced the mental and emotional benefits during my spouse's deployments. I would like for it to be known that I fully 100% support Kim LeClair and White Wing Stables located at 5525 W. Rome Blvd. Las Vegas Nevada 89131 in her request for special use permits and her request for variances. Her property and animals are well maintained and the work she does with our Veterans and their families, emergency responders and children with special needs is an asset to our community. Please approve these request.

Sent from Messenger
Sincerely,

Susan Dreyfus

Type a message...

Submitted at Planning Commission

Date 4/12/2016 Item 19-21

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APR 12 2016

City of Las Vegas
Dept. of Planning

City of Las Vegas Planning Meeting: April 12, 2016

VAR-61046

SUP-61047

SUP-61183

ITEMS: 19, 20, and 21

ISSUES:

- Variance – Accessory Structure Class II [Horse Corrals]– Front Yard
  - Define front yard? Does statute define a front yard? No.
- Variance – allow a detach Accessory Structure Class II [Shade Structure]
  - Asking for 1 foot, 6 feet required – **difference 5 feet.**
- Variance – allow Accessory Structure Class II [a horse shade]
  - Asking for 8 feet, where 10 is required – **difference 2 feet.**
- Variance – Side yard for well house and hay barn.
  - Asking for 1 foot, where 10 feet is required – **difference 9 feet.**
- Variance – Accessory Structure Class II [chicken coop and shade structure]
  - Asking for 2 foot, where 10 feet is required. – **difference 7 feet.**
- Variance – Accessory Structure Class II [animal shade structure and tack room]
  - Asking for a 12 foot setback, where 15 is required. – **difference 3 feet.**

TOTAL AMOUNT IN FEET OF VARIANCES REQUESTED IS 26 FEET,

ON A 56,192 SQUARE FOOT LOT [1.29-acres]

THE VARIANCES REQUESTS AMOUNT TO 0.000462 TOTAL SQUARE FOOTAGE IN SETBACK VARIANCES AS A PERCENTAGE OF THE ENTIRE PROPERTY.

56,192 X .000462 = 25.96 FEET

The City Planning Staff in the "FINDINGS" section of their report, site Title 19.16.140(B), the merits of a granting a Variance:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirements between uses;
3. Relieve hardship which is solely personal, self created or financial in nature.

All of the VARIANCES requested in the VAR-61046 have three things in common:

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APR 12 2016

City of Las Vegas
Dept. of Planning

1. They are all Accessory Structure Class II and they are ALL non-permanent structures, and all have been "erected or moved onto any lot prior to construction of the principle structure [home]. [19.06.0404]
2. They are simple structures; shade cover, chicken coop, hay barn and well house. They are all intended for the well-being and betterment of the animals on the property.
3. **More importantly, the accumulation of variances requested total is 0.000462 as a percentage of the entire 59,192 square foot property. We would challenge the average person to be able to even discern these small variances on a property of this size.**

C. Accessory Structures 19.06.040

In addition to the standards listed for accessory structures in the tables provided for each district, accessory structures on any lot subject to the standards provided in this Chapter shall conform to the following:

1. **No accessory structure shall be erected or moved onto any lot prior to construction of the main building unless a building permit has been issued.**

- **All the structures in VAR-61046 were erected well after 2002 and the purchase of the property and the primary structures.**

ACCESSORY STRUCTURES

SHOW MAP WITH ALL MEASUREMENTS OF STRUCTURES ON THE PROPERTY.

Accessory Structure (Class II)

Description: An accessory structure which is located on the same lot as a **principal structure**, is detached there from, is incidental or subordinate thereto, and does not qualify as an "Accessory Structure (Class I)."

Conditional Use Regulations:

1. The use shall comply with all provisions of Section 19.06.040 applicable to accessory structure.

2. Any use that does not comply may be permitted only by means of a Variance.

On-site Parking Requirement: No additional parking required

C. Accessory Structures 19.06.040

In addition to the standards listed for accessory structures in the tables provided for each district, accessory structures on any lot subject to the standards provided in this Chapter shall conform to the following:

1. No accessory structure shall be erected or moved

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City of Las Vegas
Dept. of Planning

onto any lot **prior to construction of the main building** unless a building permit has been issued for the construction of the main building.

4. Accessory structures must be aesthetically compatible with the principal dwelling unit.

5. Accessory structures may contain any type of room use but may not contain any kitchen except as otherwise specifically provided in this Title with respect to a Class I accessory structure.

Special Use Permit – Number of animals on the property.

- Allows for seven horses or cows and seven sheep or goats = 14 animals
- Asking for 15 horses, 10 pigmy goats, 1 Alpaca, 1 miniature horse, and 2 pigs = 29 or 48% variance. [1.29 acres or 56,192 square feet]. This equates to 1,935 square feet per animal on the parcel.
- **A precedent was set in the RE Zoning when in January 2003, 5401 W Rome Blvd was granted approval for 13 horses, 1 steer, unlimited goats on .85 of an acre. or 37,026 square feet. Assuming they have the same number of goats for the sake of calculations,** they would have 24 animals with 1,542.75 square feet per animal.

- Special Use Permit – Horse Corral or Stable – Commercial in R-E Zone – instructional use.
  - The zoning district R-E is required to allow for instructional or recreational riding and other large animal activities.

Domestic Well Issue: See NRS 534

NRS 534.013 "Domestic use" and "domestic purpose" defined:

An accessory dwelling unit for a single-family dwelling if provided for in an applicable ordinance, including, without limitation, the watering of a family garden and lawn and the watering of livestock and any other domestic animals or household pets, if the amount does not exceed the maximum amount set forth in NRS 534.180.

NRS 534.180 (3)

Ensure the total withdrawal of water does not exceed 2-acre feet per year.

Answer: Ms. LeClair does not exceed the maximum withdrawal per NRS 453.180 so this is a non-issue.

Nicole Eddowes VAR-610416 SUP-610417 SUP-610183

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APR 11 2016
City of Las Vegas
Dept. of Planning

From: La Verne Gerst <lgerste132@hotmail.com>
Sent: Sunday, April 10, 2016 8:31 PM
To: Jana L. Bruner
Cc: Nicole Eddowes
Subject: April 12, 2016 Planning Commission Meeting items 19, 20, 21 on agenda

To J L Bruner and Planning Commission.

I have walked this property and looked at the conditions of and for the animals. At the times I visited the property there were already more than the seven horses allowed, and the property owner readily admitted to fifteen horses on property at the time of our neighborhood meeting on April 4, 2016. There were also two horses in the paddock area in the front yard of the home facing Helen, and an alpaca in one of the corrals on Rome.

I commend the property owner for wanting to fulfill these lofty and heartfelt aspirations, but the property is limited to what can be done in this small acreage.

I still agree with your staff reports. The property is not suited for the intensity of the land use requested. I believe that the **existing codes should be enforced,** at the time of this writing many of the violations have not been repaired or removed. The property cannot support the numerous animals, special use permits and variances the property owner is requesting.

Thank you, La Verne Gerst
5700 Ano Drive
Las Vegas, NV 89131

Submitted after final agenda
Date 04/12/2016 Item 19-21 P

Nicole Eddowes VAR-610416 SUP 61047 SUP 61183

RECEIVED
APR 11 2016
City of Las Vegas
Dept. of Planning

From: Kieli Arrendale <kieliad@icloud.com>
Sent: Sunday, April 10, 2016 5:07 PM
To: Nicole Eddowes; Christine Kramar
Subject: White Wing Stables

To whom it may concern,

My name is Kieli Davis. I reside at 5850 Mello Ave. Recently I was contacted by a couple neighbors concerned about a permit for White Wing Stables to approve 22 horses.
She is now asking for 15 horses, not the 22 I had originally opposed. After going to a neighborhood meeting at the YMCA I asked for a tour. Last Friday I had the opportunity to walk her property with her. I didn't notice a smell or bugs like I had imagined. The animals were spaced out well and clean. I could see all the love that went into making White Wing what it is. I would like my name removed from the original petition. I believe she is capable of taking care of her animals.
Thank you
Kieli Davis

Sent from my iPad

Submitted after final agenda
Date 04/12/2016 Item 19-21A

VAR-61046 SUP-61047 SUP-61183

RECEIVED

APR 11 2016

City of Las Vegas
Dept. of Planning

April 4th, 2016

To Whom It May Concern:

I, John Karle-Fenton would like it known that I support Kim LeClair at 5525 W. Rome Blvd Las Vegas, NV 89131 in her request for the special use permits and variances that will allow her to maintain not more than 15 horses to reside on her property.

Thank You,

John Karle-Fenton Charene Karle-Fenton

5401 W Rome Blvd.
LAS VEGAS NV 89131
SHARES BOUNDRY

Submitted after final agenda

Date 04/12/2016 Item 19-21A

Nora Lares

Subject: FW: Sup-61047, Sup-61183, VAR-61046

RECEIVED
DEC 7 2015
City of Las Vegas
Dept. of Planning

From: La Verne Gerst [mailto:lgerste132@hotmail.com]
Sent: Monday, December 07, 2015 10:27 AM
To: Jana L. Bruner
Subject: Sup-61047, Sup-61183, VAR-61046

I oppose these requests for the reasons stated on the "staff report" page one which says, The existing neighborhood is rural in nature with horses and livestock commonly found throughout the area; however the number of variances requested illustrate that there are too many animals on site. Staff finds the subject site in not physically suitable for intensity of land use and therefore, recommends denial of all three applications. I would like to add that if a "commercial" venture is allowed in this rural area it will set a precedence for more future requests. In closing, I strongly oppose these requests in order to maintain our quite, rural estates.

Thank you, La Verne Gerst

Submitted after final agenda

Date 12/7/15 Item 29-31 P

REGARDING THE APPLICATION FOR VARIANCE AND SPECIAL USE PERMITS ON 1.29 ACRES, LOCATED AT 5525 WEST ROME BLVD., THE UNDERSIGNED CONCUR WITH THE STAFF RECOMMENDATION FOR DENIAL AND ARE OPPOSED TO THE FOLLOWING:

SUP-61047 SPECIAL USE PERMIT RELATED TO VAR 61046 - FOR EXISTING ANIMAL KEEPING AND HUSBANDRY TO ALLOW 22 HORSES (where max 7 are allowed), 10 GOATS (where max 7 are allowed), AND 1 ALPACA.

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MAR 14 2016
City of Las Vegas
Dept. of Planning

VAR-61046 VARIANCE – TO ALLOW FOR EXISTING STRUCTURES:
HORSE CORRALS IN FRONT YARD
1 FOOT DISTANCE FROM MAIN DWELLING (where 6 feet is required) FOR SHADE STRUCTURES
1 FOOT SIDE YARD SETBACK (where 10 feet is required) FOR HAY BARN AND WELL HOUSE
8 FOOT REAR YARD SETBACK (where 10 feet is required) FOR ANIMAL SHADE STRUCTURE
12 FOOT CORNER SIDE YARD SETBACK (where 15 feet is required) FOR ANIMAL SHADE STRUCTURES AND TACK ROOM

SUP-61183 SPECIAL USE PERMIT FOR PROPOSED HORSE CORRAL OR STABLE (Commercial) USE TO PROVIDE INSTRUCTIONAL OR RECREATIONAL ACTIVITIES FOR OTHER THAN OCCUPANTS OF THE PREMISES.

DATE	NAME	ADDRESS
3-7-16	Sue Clark	5724 Ann Dr 89131
3-7-16	Dawn Martin	5725 Ann Dr 89131
3-7-16	[illegible]	5655 Mello Ave 89131
3-7-16	[illegible]	5761 Mello Ave 89131
3-8-16	[illegible]	5700 Mello Ave 89131

WE UNDERSTAND OUR PROPERTIES ARE AT INCREASED RISK FOR CODE ENFORCEMENT SCRUTINY.

19-21
XSP

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APR 4 2016
City of Las Vegas
Dept. of Planning

In case I can't get my letter to you in time here is info to fill in the blanks.

Susan Dreyfus
5700 Mello Ave, Las Vegas, NV. 89131

I fully support the services Kim LeClair provides to our veterans, military and first responders. I personally have utilized and participated in an affiliated program and experienced the mental and emotional benefits during my spouse's deployments.

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APR 4 2016

City of Las Vegas
Dept. of Planning

4/4/16

I Tony Cawalla own and reside at the Property located at, 5726 W. Rome blvd, LV, NV. 89131, Wish For it to be Known that i FULLY-100% Support Kim Leclair and White Wing Stables, located at 5525 W Rome blvd, Las Vegas NV. 89131, in their request for their special use permits and variances request. Her Property brings great appeal to our Neighborhood and the Work she does with our Veterans is priceless! Please approve these request.

Sincerely

Tony Cawalla

Tony Cawalla
702-373-8372

RECEIVED
APR 4 2016
City of Las Vegas
Dept. of Planning

March 28th 2016

Dear City Council,

It has come to my attention that Kim LeClair at 5525 W. Rome blvd Las Vegas 89131, is having problems obtaining her required Special use permits and variances. I not only SUPPORT Kim in this, I am proud to say we have something like this in our neighborhood. I suffer no ill effects from Pest, Pigions, flies as a result of her facility. She keeps things tidy and the animals are lucky to have her and the children She works with. We need more facilities like this to keep our youth off the streets and out of trouble.

Please Grant her request so She may continue her work!

Sincerely

Toby Thomas

toby Thomas
5410 Ano Dr.
Las Vegas, NV. 89131

* Just a Stones throw from Kim's Property

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APR 4 2016

City of Las Vegas
Dept. of Planning

To whom it may concern,

I Kevin Shorette am the owner at the residence of 5324 W Rome Blvd, Las Vegas NV, 89131. I would like for it to be known that I support Kim LeClair at 5525 W Rome Blvd, Las Vegas NV, 89131 in her request for her special use permits and variances. She does outstanding work at the White Wing Stables and I support this so she can continue working with the children and their families. Being a veteran myself I appreciate her support for our troops and the Horses for Heroes program.

Thank You

Kevin E. Shorette



5324 W Rome Blvd, Las Vegas, NV 89131

RECEIVED

APR 4 2016

City of Las Vegas
Dept. of Planning

April 4th, 2016

To Whom It May Concern:

I, Matthew Alexander Acree would like it known that I support Kim LeClair at 5525 W. Rome Blvd Las Vegas, NV 89131 in her request for the special use permits and variances that will allow her to maintain not more than 15 horses to reside on her property.

Thank You,

RECEIVED

APR 4 2016

City of Las Vegas
Dept. of Planning

April 4th, 2016

To Whom It May Concern:

I, Alana Herrera would like it known that I support Kim LeClair at 5525 W. Rome Blvd Las Vegas, NV 89131 in her request for the special use permits and variances that will allow her to maintain not more than 15 horses to reside on her property.

Thank You,

RECEIVED

APR 4 2016

City of Las Vegas
Dept. of Planning

April 4th, 2016

To Whom It May Concern:

I, TRACEY PARK-STOVALL would like it known that I support Kim LeClair at 5525 W. Rome Blvd Las Vegas, NV 89131 in her request for the special use permits and variances that will allow her to maintain not more than 15 horses to reside on her property.

Thank You,

Tracey Stovall

RECEIVED

APR 4 2016

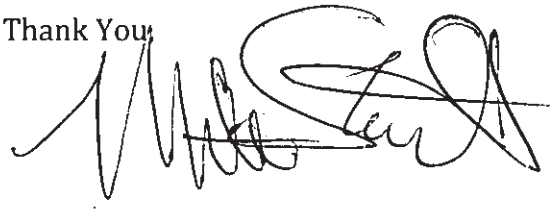
City of Las Vegas
Dept. of Planning

April 4th, 2016

To Whom It May Concern:

I, MIKE SEWELL would like it known that I support Kim LeClair at 5525 W. Rome Blvd Las Vegas, NV 89131 in her request for the special use permits and variances that will allow her to maintain not more than 15 horses to reside on her property.

Thank You,



Re: White Wing Stables/Kim LeClair August 25, 2015

To Whom It May Concern:

My daughter, Taryn, has had an uncanny love for horses since the first time she laid eyes on one at the age of 16 months old. I plopped her atop this enormous animal, expecting fear and tears. What I got instead: a smile and enthusiastically kicking toddler legs as if to say 'giddyup'. At age 6, we signed her up for a trial period of lessons with what we thought was the only available ranch to do so. We were sorely disappointed in the disorganization of the operation and neglect we were witnessing to these poor animals. Still her love for these gentle giants grew.

An unexpected conversation arose one day with a stranger that led us to White Wing Stables and Kim LeClair. My husband was a Marine, is currently a corrections officer for Metro, and qualifies our family for the heralded Horses 4 Heroes program. This community program, as I understand it, was created for the real heroes in this world: active and veteran military, police, fire, EMT, etc. We further learned of the specific programs and opportunities offered to many with special needs, PTSD, or just families with deployed soldiers. A program where children who are missing their moms and dads can come and enjoy an afternoon on a horse, often seeking accidental therapy from these patient beasts with a listening ear and earnest eyes...for free. Riding, guiding, and grooming such a large and powerful animal brings satisfaction, pride, and trust to the human race, especially fragile human beings that have suffered loss, trauma, and the stress of a loved one overseas.

Kim LeClair has been instrumental in teaching my children to care for these animals. They are learning the value of a hard days work, compassion for those without a voice, and how rewarding it is to care for and rehabilitate sometimes-unwanted animals. My suburban 10yr old has witnessed birth, life, and what it takes to turn an abused, neglected, untrusting animal into a loving best friend for life. The gentle ebb and flow of give and take can only be truly achieved naturally through cause and effect with horses. You get what you give. My family has been blessed to work with White Wing Stables – I could not even begin to offer my children the same opportunities in our traditional tract home with postage stamped sized back yard.

Each of these gentle giants is hand picked by personality for their intended rider. That is no small feat when dealing with the public. Kim LeClair is an absolute professional at matching horse to rider, taking both parties into consideration. Once mounted, horse and rider become one, a team. It is important to everyone's safety that these fine tuned details be accurate. She has never let us down. Challenging the spirits of little ones with low confidence and showing them that they 'can'! Sometimes just putting a smile on someone's face who longed to just 'be' around horses. White Wing horses are pretty special because the people who care for them are pretty special.

PRJ-59862
08/27/15

VAR-61046, SUP-61047 and SUP-61183

White Wing Stables participates annually in some very special programs for special needs children. My own children are learning care and compassion not only for animals, but also for children without the same opportunities in life that they have been blessed, with the help of the horses, goats, chickens, pigs, alpaca, etc of White Wing (we just call them family).

We are a regular part of the scenery at White Wing Stables. Every single one of these animals are loved and cherished as family members. There is always someone cleaning a stall, checking the water, or building something fancy for the animals' comforts. Someone is always being snuggled, chickens fall asleep on laps of adoring fans, every furry and feathered body is being carefully perused for injury or illness...these animals need their humans. And their humans need these animals.

Some of these animals have been saved from the slaughterhouse – some with nursing babies right by their side (giant Contessa & baby Luna) – but these horses have no doubt saved countless humans in our community. Please don't fail them by denying them the only home and caregivers who took the time and patience to gain their trust. White Wing Stables, Kim LeClair, and the people that care for them daily ARE their plan B. And in many ways, these animals provide a plan B for the people in our community with unique conditions due to unique circumstances. White Wing Stables fulfills a need in our community that is often forgotten. The symbiotic relationship between these animals – all of White Wing's diverse animals – and the people that care for and about them should not be ignored.

Sincerely,



Liana M Araiza & Family

PRJ-59862
08/27/15

VAR-61046, SUP-61047 and SUP-61183

To Whom It May Concern:

We are pleased to have worked with white wing stable and Kim Leclair.
My child has had some behavior problems within school with and he has gotten much better since working with the horses and petting zoo at white wing stables. The learning experience, calmness and love he shows during his time there is amazing and will be with him for a very long time.

Thank you and if you have any questions please contact me.

Kimberly Durk
702-738-4330
little_durks@yahoo.com

PRJ-59862
08/27/15

VAR-61046, SUP-61047 and SUP-61183

Healing Hooves

7495 W. Azure Dr. #259
Las Vegas NV 89130

August 26, 2015

To Las Vegas City Council:

I am writing this letter in support of White Wing Stables. I am a Marriage and Family Therapist and an Alcohol and Drug Counselor who has been a therapist for twenty five years. I have worked with at risk youth in correctional settings, inpatient placements, day treatment and outpatient programs. Throughout my career I have incorporated experiential activities as these activities are most effective in producing change in a client. I am EAGALA certified to provide horse assisted therapy to individuals. This model has been researched and has demonstrated success with our Veterans who are suffering from Post Traumatic Stress Disorder, with those who struggle with addiction and with youth who struggle with their behaviors. With White Wing Stables support I have been able to provide an alternative to talk therapy for my clients. Kim LeClair has allowed me to use the rescue horses in sessions with clients. Using the rescue horses has been beneficial for my clients who lack empathy due to a mental health issue such as Asperger's syndrome or who have been traumatized by their own life events. For those who have been through traumatic experiences and are struggling to heal from those events the rescue horses demonstrate to the client that in a healthy environment they too can heal from their tragic events.

Although I use horses in a therapeutic model horses can be used in a non therapeutic setting to assist individuals to increase their self esteem so they can set limits with others while achieving their own goals. They can assist in reducing anger outbursts and teach individuals how to problem solve. At White Wing Stables youth and Veterans are offered opportunities to improve their moods and learn how to manage their behavioral choices. Some individuals are able to ride the horses and learn that they can manage a large animal which can translate into increasing their self esteem to manage large problems. Others are able to volunteer their time and take care of the various animals at White Wing Stables. Service to others is an important part to increasing self esteem and can be healing to some individuals and is offered to individuals at White Wing Stables.

At White Wing Stables individuals are afforded the opportunity to learn skills while riding or volunteering. The skills are learned through actively participating in taking care of the horses or managing the horses. The individuals are not given therapy but do demonstrate an improved mood. With an improved mood and improved behavior individuals can become healthy productive citizens which is a benefit to this community.

PRJ-59862
08/27/15

White Wing Stables is a valuable resource to our community as it provides services to those in need and assists individuals in healing which increases their contributions to our community. In my attempt to keep this letter brief I hope I have conveyed to you how White Wing Stables is an

asset to the community and the importance of continuing to allow White Wing Stables to serve this community.

Sincerely,

Kim Molnar, MFT LADC

PRJ-59862
08/27/15

VAR-61046, SUP-61047 and SUP-61183

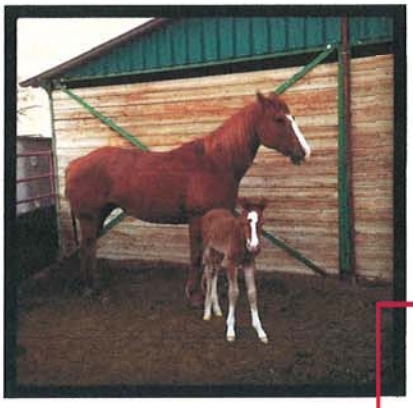
August 25, 2015

To whom it may concern,

I am writing this letter to share with you my experiences with Kim LeClair and the White Wing Stables facility she owns and operates. My family was transferred to Las Vegas in 2010. We were from San Diego, CA where my 8 year old daughter had just started to ride horses. With our move, our expendable income diminished severely due to an extreme pay cut. We found Horses 4 Heroes program and jumped on. The first stable we were at was good, but we did not feel that we would be missed if we weren't there. After about 8 weeks we went and literally stumbled upon White Wing. There we first met Kim. Ms. Kim met my daughter and had a no-nonsense attitude about safety and her animals. I could relate to the no-nonsense personality and I latched on before my daughter had a chance to look around! Cynthia, my daughter, fell in love the minute we got there. She had me signing the waiver for safety and history began. We started one day a week. Then we learned about the Young mentor program. We then were there one day a week for lessons, one for training. I home-schooled my daughter so time was not an issue. After 18 months at White Wing, Cynthia was there 20 hours a week. I had to DRAG her home each day. I kept thinking, how would we ever have seen my daughters passion if it weren't for White Wing? I found a Facebook post of a day where Cynthia was going for a special event that didn't start until 10 AM, but she had been up since 5AM because she could not wait to be there!



Safety. Never once did my daughter get hurt to the point of not being able to ride. Safety and Respect are top priorities at White Wing. As a city mom, that means the world to me. Cynthia learned very early on to be very respectful of the animals, not just horses, but all of the animals and their "quirks". It was also a great learning lesson to remind them that these animals did not all come from good and loving homes and have to be extra cared for to make them finally feel safe. What a life lesson! Ms. Kim is a wonderful teacher of that.



Cynthia was blessed to participate in helping a colt during birth and be there while the colt learned to be haltered, learned to be around people, learned to be away from it's mommy. That is a rare and valuable event in an equestrian's life. She still will discuss how she helped break away the amniotic sac from the colt!

Cynthia learned about the parts of a horse and would research during the day and be excited to tell Ms. Kim about everything she learned when she would get to the stable. She learned how to tell if a horse was sick, had colic, if it was hurt, or

PRJ-59862
08/27/15

Office DEPOT
OfficeMax

Impress Store 1225 <ods06702cpc@officedepot.com>

Fwd: Horse therapy

1 message

kimatwhitewing <kimatwhitewing@yahoo.com> Tue, Aug 25, 2015 at 3:37 PM
To: "ods06702cpc@officedepot.com" <ods06702cpc@officedepot.com>

Sent via the Samsung Galaxy S® 5 ACTIVE™, an AT&T 4G LTE smartphone

PRJ-59862
08/27/15

——— Original message ———
From: Nicole Budge <budge87@gmail.com>
Date:08/23/2015 11:39 AM (GMT-08:00)
To: Kimatwhitewing@yahoo.com
Subject: Horse therapy

To Whom it May Concern:

My husband and I have five daughters, four with neurological issues. One daughter in particular ,with Tourette's, was not always able to control herself and had episodes of violence toward her sisters and even a babysitter.

After years of counseling, different medications, etc. I was leaving work one day feeling overwhelmed. The week before, a health care provider had told me I had just better prepare myself for the day when my daughter would become a sociopath. I cried in my car and prayed to God in heaven how to help this child. The answer came forcefully to my mind and I knew it was an answer to prayer because it was something I had never heard of or considered. The answer was, "Put her on a horse". My husband and I had never had much exposure to horses, in fact were kind of afraid of these large animals so we figured this answer had to have come from heaven.

About eighteen months after she started riding, my mother visited. She said, "What have you been doing with Alyssa? She is completely different! It is the biggest miracle I have ever seen!" Scientifically speaking, horses help the rider develop mirror neurons. In some populations, mirror neurons, or the ability to empathize or mirror anothers emotions is limited. This can lead to a variety of disorders. Horses will not be led or even ridden unless the rider is in tune with themselves emotionally. I had always sensed that Alyssa was not overly aware of how she was acting and she certainly could never be led to reason with another persons point of view. The horses healed Alyssa!

The other girls also benefitted from riding by increasing motor skills and decreasing anxiety. None of the changes were as dramatic as with Alyssa, but we saw positive changes in all of them.

Our daughters have grown older and their interests have branched out. However, my husband and I will always feel a sense of deep appreciation and loyalty to White Wing Stables and, I guess heaven, for healing our family.

Sincerely,
David Budge PA-C
Nicole Budge RN

VAR-61046, SUP-61047 and SUP-61183

To whom it may concern,

I am writing this letter in behalf of White Wing Stables. My name is Joy Franc. I am an educator. I have been a teacher in education for over 24 years. I have a Master's degree and am currently teaching at Dean Allen Elementary. My daughter Jackie and I have been taking horse riding lessons from Kim for about 7 months. We are members of the Horses for Heroes non-profit organization. My husband is a police officer and has been working for the LVMPD for almost 26 years. My daughter wanted to take horseback riding lessons. We found out about White Wing Stables through the Horses for Heroes program. We had been looking for a place that my daughter could come and learn to barrel race and learn other horse training at an affordable price. We were blessed to find White Wing Stables and Kim. They provide a place where my daughter can come and fulfill her dreams of wanting to be a barrel racer and maybe compete someday, since we do not have the means or place to provide that for her. We were impressed with White Wing when we went to visit. It is a fun place to be. Kim and her daughter Bella are very nice and inviting. My daughter and I have come to love the horses we work with. While at White Wing these horses that were abused and neglected have found a warm and loving home where they can continue to have a purpose. We have come to know and love working with all the different horses there. Kim loves the horses and takes good care of them. Each of the horses has a story. Most of the ones I am familiar with have had hard lives before they came to the White Wing Stables. I have a love of animals and am interested in their history. Her animals are well fed and well taken care of. She is aware of their needs and health. When there is a concern she is quick to address those concerns. I have never seen any sign of abuse or neglect. There are a lot of people including parents, grandparents, and kids who come and like to hangout at White Wing. There is an inviting atmosphere there. She offers many different programs. She offers program for special needs kids and kids that have various problems. She is strict about safety and makes sure that children and adults wear helmets when riding. She makes sure that gates are closed and that kids do not play in restricted areas. She also teaches students how to groom and take care of the horses they work with. She provides horses for kids that have special needs or who are handicapped. I have seen first hand the effect that an animal especially horses have on handicapped children both physically and mentally. She provides and environment where those children love to come and ride. Kim is a loving teacher and mom. She has a concern for her students and their needs, yet she is strict and teaches discipline. As an educator, I believe that animals have a profound effect on people, especially children. Kim provides a safe place with different kinds of animals that children can come and be exposed to. I wish White Wing were closer to my school so that I could bring my students there on a field trip. As a conscientious teacher of young children, I would have no reservations about safety or welfare of my students if I were able to take them there. I would hate to see any of the animals at White Wing lose their home. We love White Wing Stables and all the animals there. We would not be able to afford to go anywhere else if we had too.

Sincerely,
Joy Franc

PRJ-59862
08/27/15

VAR-61046, SUP-61047 and SUP-61183

August 23, 2015

To Whom It May Concern:

I am writing in support of White Wing Stables. My daughter began riding under the guidance of Kim LeClair in 2012 while we were stationed at Nellis AFB. We were connected to White Wings Stables through the Horses for Heroes program. We were grateful for this program and for White Wing Stables because it made horse lessons affordable and available to us.

Kim LeClair is an excellent instructor and I was impressed by her emphasis on safety in and out of the arena. She takes time to teach all of her students about her horses and farm animals and how to safely care for and interact with them. I always felt comfortable with my daughter riding under Kim's supervision.

In addition to lessons, White Wing Stables also provided a refuge for horses in need. During our time there, Kim took in a pregnant rescue mare, nursed her back to health, and delivered her foal successfully. Her devotion to saving the mare and her foal was amazing and taught all of us about the importance of horse rescue.

White Wing Stables is a great asset to the military community in Las Vegas. They are a member of Horses for Heroes and provide opportunities for veterans to ride as well as their children. Her horses provide a much needed therapeutic service to not only veterans but also people with special needs. Kim is extremely passionate about therapeutic riding and the great benefits it offers to so many.

Kim LeClair takes immaculate care of her horses and farm animals. She is an extremely hard worker and puts her heart and soul into White Wing Stables. We feel fortunate that she shares her passion with the children and veterans of Las Vegas. We now reside near Joint Base Andrews in Maryland and I have yet to find a stable so devoted to our military community.

Sincerely,

Catherine Krivitzky
Air Force Spouse
3785 Larkview Ct.
Dunkirk, MD 20754

PRJ-59862
08/27/15

VAR-61046, SUP-61047 and SUP-61183

August 25, 2015

City of Las Vegas

To whom this may concern:

I would like to inform the City of Las Vegas about the positive outcome my daughter, McKen'z Zang has been experiencing under the horseback riding program taught by White Wing Stables under the tutelage of Kim LeClair.

We came to White Wing Stables around 2012 and we enrolled our daughter in her English riding program for hour long classes at the stable. Kim is a very patient, well trained and effective teacher. She knows how to encourage the kids with such positive words which empower them to have a healthy working relationship with their horse and their own abilities as they are riding them. My daughter has increased her technical abilities as well as her self-esteem. McKen'z learned how to not only ride a horse that is at least 2-3 times larger and heavier than she is, but she is also aware of how to respect them and how to take care of them from grooming, to proper saddling technique, feeding and keeping their stalls clean. She is taught what hard work entails to keep horses and animals healthy and well taken care of and have fun at the same time.

Kim is also a working single mother with a daughter, Bella. Both Kim and Bella are an amazing team. Both of these ladies are very well informed about the proper care of animals through strength and nurturing. I have heard numerous times how Kim has been up all night taking care of a sick animal but she continues to be her smiling self the next day teaching the kids even without sleep. She is very dedicated to her animals, her stable and the kids in her classes. Kim and Bella are like family to us and I'm pretty sure to the other families who go to White Wing Stables.

Kim, Bella and White Wing Stables have been a very positive addition to our daughter's life and to her upbringing. She has learned how hard work, love and respect of animals and your surroundings can have such a positive result to the environment which in turn can positively affect ourselves. These ladies and White Wing Stable deserve acknowledgement from our community. This is one of the few places in Las Vegas that teach children how to properly take care of and respect animals and in turn take care of and respect themselves. It also gets them out of the home in a safe environment and encourages physical activities and building strong relationships with animals and teamwork. I completely support Kim and White Wing Stables due to the result I see and the experiences of my daughter and the other children there.

For further information or assistance, please feel free to contact me at (702) 335-3557. Thank you for the time to read this heartfelt letter and feedback.

Sincerely,

MZang

Michelle Zang, RN, BSN

PRJ-59862
08/27/15

VAR-61046, SUP-61047 and SUP-61183

To The City of ~~North~~ Las Vegas Council Members August 23, 2105

Recently, it's come to my knowledge that Kim LeClair, of White Wing Stables is under scrutiny. I'd like you to take a moment to understand what this program has done for us, as well as so many others. My son and daughter began riding for Ms.Kimmy in 2010. My husband, Lt Col Daniel Harris and I moved to the area and were in search of a stable close to us. We insisted on a trainer extremely experienced with horses and children. Kim LeClair was recommended to us highly amongst the local community and military.

The strengths Kim Leclair demonstrates involve all aspects in knowledge of animals. She rescues horses and other animals near death or so abused no one wants them. She nurses them back to health with the involvement of other children and familes. Kim insists on teaching children everything from the birth of an animal to scooping fesces! She cares deeply for these animals and noone in the horse community knows better than her or her nearby helping hands. I've had my children at a number of riding facilities across the country that have more money and space but lack so terribly in knowledge.

The horse my daughter rode is named, "Missy". Heather began riding her at age 3 and Kim trained not only my daughter but the starved to near death mare to win almost every event in the nearby Gymkana. My daughter learned to brush, saddle, bathe, feed and respect her. Heather learned to listen to the horses actions to understand if she was hurt or not feeling well. Heather has developed an exceptional love for animals and wants to persue Large animal vet school at Auburn University. I devote all of her love for animals to Kim.

My son rode Patches and Dunnit. Both rescue horses with lots of heart for children. Jason became a leader in the group for Horse Showmanship and Trail. Both of these horses would win any event entered into, because of their remarkable training. You have to understand, where most horse people don't exercise their horse and let them stand around all day. Those horses can't handle competing in the desert heat. Kim offered lessons almost everyday and these horses were exercised everyday, hot or cold! ALL of her horses are in better shape than any horse I ever saw in any event we competed in. My son never received anything other than first or second places at any event while riding Kim's horses. My son struggled with my husbands deployments, he had been hit by a car when he was only 4 and had broken his pelvis. This facility with Kim's help, was able to take the timidness out of my son and taught him to trust himself again. It also gave Jason the confidence to handle a huge animal. Jason became a leader at school, sports and horsemanship because of Kim. Jason became a leader to other children at her facility. There are very few people in the world who have the dedication and knowledge that Kim demonstrates.

White Wing Stables offers camps for children in the winter and summer. At these camps the children learn how to work together, how to care for all the animals, how to do ranch chores and how to communicate and love any kind of animals. Her petting zoo is amazing to young children. Kim keeps an array of different animals for the children. The petting zoo is a perfect example for her children to communicate and care for the smallest and most unique of animals.

PRJ-59862
08/27/15

Kim and her crew took my husband and I, after a deployment, on trail rides in the foothills to admire the wild horses and nature. Not only does she dedicate her herself to her horses and children but she's able to teach the love to our active duty and spouses as well.

Kim teaches safety amongst all things. Her ability to work with children, veterans, and adults is untouchable. My children have never been hurt or in danger at her facility. I highly recommend her and her facility to your families. Please understand the impact Kim LeClair has on the military and local community. To lose this facility would be detrimental to the two military bases nearby. As well as to all the children she's touched in the area.

If you'd like further information involving Kim LeClair of White Wing Stables, please contact me.

Sincerely ,

Wendy Harris

(850) 890-6896

4414 Schooner Ln

Lynn Haven, FL 32444

PRJ-59862
08/27/15

VAR-61046, SUP-61047 and SUP-61183

Michael Sanzaro
3609 Inverness Grove Ave.
North Las Vegas, NV 89081
Cell Phone (702) 821-5296

August 24, 2015

~~North~~ Las Vegas City Counsel

Re: Statement on behalf of White Wing Stables

Dear Counsel:

My name is Michael Sanzaro. I am a former Marine and Vietnam Veteran with a 100% service connected disability. I have a 70% rating for PTSD because of my extensive combat experiences and traumatic brain injury from being hit in the head. The reason I have told you this is because of the enormous benefits that I receive as a disabled veteran from participating in Kim's Horses for Hero's Program. I was introduced to Kim's Horses for Hero's Program from Tony, another Vietnam Veteran at the Vet Center. The Vet Center offers individual and group counseling for combat veterans of all ages. Group counseling works much better than the medications the VA gives us for PTSD. But I have found that what works best for me is the therapeutic benefit of participating in Kim's Horses for Hero's Program.

About a year ago, I started to tag along with Tony when he visited White Wing Stables. He would ride one of the horses and then clean the stall and the horse afterward. I did not ride, because at the beginning I was petrified of being near a horse. Tony moved out of state, but I continued to go to Kim's Stables. Now, I thoroughly enjoy riding. I have developed a wonderful bond with Kim's horses, goats, and even her alpaca. Kim's Horses for Hero's is extremely therapeutic for me. I have learned to care for not just the horses, but also all the animals at Kim's Stables. It is very hard to explain the satisfaction I get from mucking stalls (shoveling horse shit), my duty after riding one of the horses. I was taught to clean horses hoofs, saddle a horse, and wash the horse. I also enjoy feeding all the animals. But, my most rewarding emotion is just putting my arms around the horses necks and hugging them and rubbing their necks. I have changed so much in just one year of visiting Kim's Stables. Kim's Horses for Hero's Program has greatly helped me in controlling my anxiety and panic attacks. Working with all of Kim's animals has been so beneficial for me. I visit Kim's Stabled 3 to 4 times a week. Sometimes I am there at 6 am just to be near the animals. I am never in a depressed mood when I am at Kim's Stables and it most definitely helps me throughout the day. I constantly talk about my times at Kim's Stables with my Vet counseling group. I want to introduce other Veterans at the Vet Center suffering from PTSD to Kim's Horses for Hero's Program just like Tony did for me.

About six months ago, I helped Kim and her daughter as they brought their traveling petting zoo to the opening ceremonies for Cheyenne Little League at Sea Strand Park. I believe the Mayor and a City Counsel Member for the City of North Las Vegas were both there. Kim's traveling zoo was very well appreciated and enjoyed by the kids and their parents.

PRJ-59862
08/27/15

I also enjoy helping Kim and her daughter when other groups arrive. Occasionally a group of underprivileged kids would arrive at Kim's Stables. I don't remember the name of these groups. I would help saddle the horses. Kim was very stern on safety. She would ensure that each child wore a helmet and that the stirrups were properly adjusted for each child. Safety is always paramount with Kim. She and her daughter would remain in the arena while the children rode the horses. Besides riding the horses, the children visit Kim's petting zoo and mingle with the goats, chickens, pigs, alpaca and her miniature horse. For a few hours the kids enjoy a wonderful time at Kim's White Wing Stables.

I have asked Kim to present this letter to you in the hope that the [redacted] Las Vegas City Counsel allows Kim to continue with her Horses for Hero's Program and traveling petting zoo.

Thank you for your time and consideration of this very important matter. This request is not just important to me, but for other disabled veterans that I have met at Kim's Stables. They need her help, as I have, as they also fight their battle with PTSD. These disabled veterans have served our country and suffer from PTSD as I do, please let Kim's Horses for Hero's Program continue to help us. If you have any questions for me, my address and phone number is located at the top of this letter.

Semper Fi,

Michael Sanzaro

Michael Sanzaro

PRJ-59862
08/27/15

VAR-61046, SUP-61047 and SUP-61183

Date: August 25, 2015

From: Vanessa Tillman
3628 Bella Legato Ave.
North Las Vegas, NV 89081
(702) 249-6850

To: North Las Vegas City Counsel

Subj: Kim LeClair White Wing Stables

~~North~~ Las Vegas Counsel Members:

For the past year and a half my daughter Violet has taken riding lessons from Kim LeClair and has entered several Gym Khana events. Violet not only learned how to ride her horse in these events, but Kim has taught her how to care for her assigned rescue horse. Safety is the number one priority at Kims' Stables. No one rides a horse without a helmet. Kim or her daughter inspect every horse and rider before they enter the arena.

During the time that I have been at Kims' Stables, I have noticed that other organizations rely on Kims' Stables. I have seen groups of children from the Glass House Organization and Boys Scouts arrive by van and visit Kims' petting zoo and ride her rescue horses. I was very impressed that Kim opens her stables to disabled veterans and children of our National Guard stationed at Nellis. I have talked with several disabled veterans that participate in Kims' Horses for Hero's Program. They seem so at ease and happy to be riding and working with Kims' rescue horses and told me that it helps them deal with their PTSD symptoms. I have seen these veterans clean stalls, feed and play with the other animals. My great grandfather, grandfather, my dad and my husband have all served in the military. I am very thankful and appreciative of Kim for offering such a great program for the wounded and disabled veterans. Kim rescues horses that would have been put down and uses these horses for therapeutic treatment for our disabled veterans and children organizations living within our community. Without these rescue horses, Kim would not be able to provide these programs.

I hope this letter is helpful in making your decision to allow Kim LeClair to continue the great work she does for the ~~North~~ Las Vegas Community at White Wing Stables. Violet misses her riding lessons with her rescue horse and hopes she can continue riding lessons very soon.

Sincerely,

Vanessa Tillman

PRJ-59862
08/27/15

VAR-61046, SUP-61047 and SUP-61183

From:
Heather R. Pickett, DO, FAAFP, DABMA
Col (Ret), USAF, MC, SFS
5884 Taylor Valley Ave
Las Vegas, NV 89131

24 August 2015

To:
The City of Las Vegas Council Members

To Whom it May Concern,

This letter is regarding a reference for White Wing Stables in Las Vegas, NV. I have been sending my 9 year old daughter here for 2 years to learn horseback riding. As a retired Air Force officer, a professor and a family physician I have been keenly aware of the need for military children and veterans to have an outlet for learning self-confidence, safety and how to work as a team. Through the Horses for Heroes program, Kim LeClair with White Wing Stables has opened her stables and life to kids and adults of all ages and backgrounds and provides them with this experience. From the beginning she sets them up with expectations for success but doesn't shy away from the need to have them work diligently to 'earn' the privilege of caring for and riding a horse.

All of the participants are required to learn safety around the horses, learn to halter on, bathe, lead and problem solve with them. Kim doesn't just limit this to able-bodied riders either. She requires this of all special needs participants and encourages them to do their best. It is remarkable to see a previously shy, perhaps developmentally delayed child just blossom around her horses and gain independence. I work at the Las Vegas Veterans Health Center and have seen how this program impacts veterans. Many of our vets are 'broken' much like some of the rescue horses that Kim works with. Together they form a bond and gain a level of interdependence and a therapeutic relationship that transcends medication and psychotherapy. Kim doesn't pressure her students excessively but allows them to progress at their own pace and tries to understand their learning ability and personality.

I had no experience with horses prior to this and now my daughter is teaching me 'well Miss Kim says…..'! She brings her friends to the petting zoo, has been involved with their vacation camps and is constantly improving. Many of her classmates from school participate as well. Even though she doesn't have the desire to compete or show horses, she just loves to ride and Kim allows her that experience to be a part of an equestrian family.

I have referred many friends to White Wing Stables and highly recommend they be granted a special use permit. Our neighborhood up here benefits so much in more ways than one. Her program is a gem! Please do not hesitate to contact me at 618-334-2653 or rhpickett@me.com should you have any other questions or concerns.

Very Respectfully,

Heather R. Pickett DO
Col (Ret), USAF

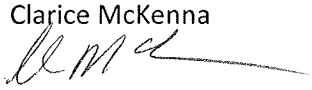
PRJ-59862
08/27/15

VAR-61046, SUP-61047 and SUP-61183

I am writing this letter in support of Kim LeClair and White Wing Stables,

My family has been taking lessons with White Wing Stables for the past two years and we are constantly impressed with Kim LeClair and her facilities. The horses for hero's program she provides is a huge help to families of military, law enforcement and teachers. Kim's programs help our families be able to participate in activities that they might have not been able to if these programs weren't in place. Kim is very knowledgeable instructor and emphasizes safety with all her students. One of the first things everyone is taught at White Wing is how to be safe around the animals and no student is allowed into the arena without a helmet. Not only is Kim an amazing instructor but she takes great care of her animals and teaches her students the importance of caring for and respecting them as well. She teaches her students that the horses they ride aren't just animals but they are part of their family and it is important to care for them as such. Kim treats all of her animals as part of her family. She has done some amazing things for so many different families; it would be a shame to see her family torn apart. As a single mother with two kids who is both working in law enforcement and prior military, I greatly appreciate everything Kim has been able to do for my family. We would never have been able to learn what we have without her and her program at White Wing.

Clarice McKenna



PRJ-59862
08/27/15

VAR-61046, SUP-61047 and SUP-61183

To the City of Las Vegas,

My family became Horses 4 Heroes members two and a half years ago to help make horse riding lessons affordable for my two daughters. We found White Wing Stables through Horses 4 Heroes and have been going weekly since. There my daughters have learned how to take care of horses, chickens, goats, and even pigs. Since we are military we don't have the ability to own a horse and White Wing Stables has given us the option to ride several times a week and even compete in Gymkhana. Without White Wing Stables we wouldn't be able to afford these activities.

White Wing Stables gives back to the military community, those with special needs, and rescues animals. We love being a part of the White Wing Stables family and hope they will be able to continue serving our community for years to come.

Sincerely,

Christy Winterbottom
702-556-7381

PRJ-59862
08/27/15

VAR-61046, SUP-61047 and SUP-61183

White Wing Stables have been a blessing for our daughter. She is nine years old and extremely shy. She started working with the animals at White Wing Stables two months ago. In this short time she has started to come out of her shell. For example when people speak to her she no longer smiles and nods her head. She is starting to answer them with her words additionally we no longer have to order her food at restaurants anymore because she has built up the confidence to order for herself. This was just a couple of improvements we have noticed with our daughter. We would love to see more through the continued work with Kim at White Wing Stables. With her help our daughter is sure to grow into a confident young lady.

V/R,

Christina Lione

PRJ-59862
08/27/15

To whom it may concern.

I am writing this on behalf of Kim LeClair and White Wing Stables. What they do out there is simply amazing. I have seen shy children become much more outgoing as they interact with the animals. The goats, pigs, chickens and alpaca are very relaxing. Kim is great with all the kids. Children with special needs respond well to the horses and the smiles and reactions are priceless.

Every child and adult Must wear helmets and boots. Safety is her #1 priority as presious lives are in her hands. We need more people like Kim LeClair. She does so much for her Rescue horses. She/we even saved a mother and foal from going to slaughter. They are so grateful and you can see it in there eyes. They Love the attention

PRJ-59862
08/27/15

VAR-61046, SUP-61047 and SUP-61183

that the kids and adults give them. I personally have benifited from her place along with my son.

Thank You
Debbie Wood

PRJ-59862
08/27/15

Sept. 1 ,2015

To Whom it may concern;

My name is Francene Burk, I have been a friend of Kim Le Clair for many years, even after her move to Nevada years ago we still stay in touch. I am writing this letter in her behalf because I want to help people understand that her White wing Stable is a very important place.

It provides a place for children to learn and explore nature, as well as having a fun time while learning about Goats, Horses, Chickens, and how to take care of them.

Kim is hard working woman, she created this little place on her own, she loves animals and only wants them to be safe and healthy. She finds homes that will do the same for them.

To prevent my friend, Kim from doing what she loves is a cruel and unjust thing.

Please let her do the good works with the animals as well as the children that come there.

Sincerely

Francene Burk

Francene Burk

PRJ-59862
09/02/15

VAR-61046, SUP-61047 and SUP-61183

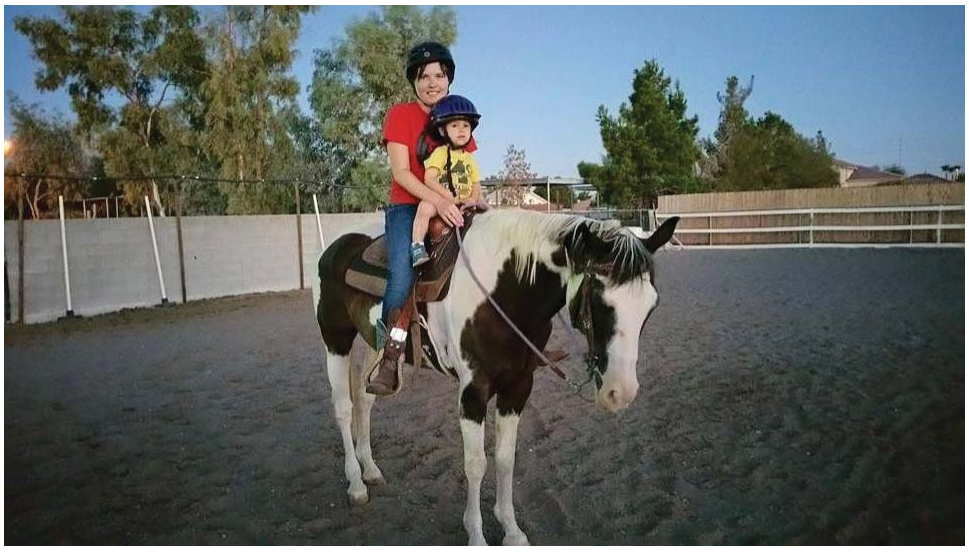
Sanne Tingley
8921 Happy Stream Ave
Las Vegas NV 89143
(817) 723-8663

August 28, 2015

To whom it may concern,

I am writing in regards to the permit requirements and regulations set forth by the city of Las Vegas on behalf of Kim Le Clair of White Wing Stables. My experience at White Wing has been nothing short of nurturing of my love of horses and riding. Kim and her daughter Bella value our experiences as students and ensure that our needs are met. I have always recommended White Wing stables especially for children because Kim has the patience and nurturing demeanor to teach even the youngest students. Her horses are also very safe for young students and her attention to the safety of the rider is of the highest priority. Kim often matches people to horses to ensure maximum comfort for the duration of lesson time. I, myself, have become a better horsewoman because of her and she has inspired me to teach my children the amazing things horses give and show us. As a person with no background in riding, Kim has accommodated my military lifestyle with the military discount and affiliation with Horses for Heroes therefore making her lessons accessible to anyone.

Kim has also never turned away from any animal needing help, often nurturing horses back to health, rescuing them from abusive situations or slaughter, and turning them into loving and trustworthy animals. Her hard work and dedication make her deserving of the animals, business, and lifestyle she has created for herself. She is a valuable asset to the community which should not be diminished.



Sincerely,

PRJ-59862
09/02/15

VAR-61046, SUP-61047 and SUP-61183

Wednesday, August 26, 2015

RE: White Wing Stables, Kim Dunnit and a most valuable Community Service

To Whom it may concern:

My name is Dr. Todd Zang. I serve as an active practicing physician in the community as a Podiatrist. I have practiced medicine in Las Vegas for 14 years. My little girl is 11 years old, her name is McKen'Z, her nickname is "Z". She has been part of the Horses for Heroes program for several years now.

Ever since "Z" was a little girl, she loved horses. She started riding when she was 5. She deeply relates to the power and gentleness of horses and she looks forward to her visits with Ms. Kim at White Wing Stables (WWS) every week.

As an involved parent, I also ride along side with Z during our learning sessions. The benefit of Father and Daughter bonding while actively engaged upon horse back, builds trust, camaraderie and fond memories to last until the twilight hours of my life. It is such a heart full joy to see Z progress and consistently overcome barriers of self belief. While she is engaged on a horses back, doing more technical things than previously though possible, that has direct translation into other areas of my childs positive development.

My experience with White Wing Stables starts with the most loving and caring woman, Ms. Kim. Her character of authenticity shines through whie truly caring for people, animals and the community. She always makes sure people are safe, horses are cared for and miscellaneous petting zoo animals have a good home. She always has valuable experience to share, lessons to teach and a helpful hand to anyone, any time. The statement of, together we are strong, rings true about our kind, loving leader, Ms Kim. The Stable with all the mosaic of life, is a joyous place to visit and facilitates growth for people of all needs and levels.

Although my Daughter does not have special needs, I have ridden with children who do. Ms. Kim's program is both Safe and Robust enough to accommodate people of all types of backgrounds. What I have seen is that the children who are lucky enough to have an experience with WWS, consistently respond with joy and pride. Reveling in accomplishment as they connect with either the horses or another of the several variety of delightful animals, peacefully living within WWS.

Furthermore, as a physician evaluating WWS as a therapeutic healing center, the medical journal literature reveals the that as people connect with Rescue Horses, and other animals, issues such as Post Traumatic Stress Syndrome, Anxiety, Loneliness, Trust issues etc… are all helped by the bonding and anticipation of the human to animal bonding eperience. WWS clearly is this type of safe place where healing happens.

PRJ-59862
09/02/15

VAR-61046, SUP-61047 and SUP-61183

It has been my experience that Animals generally come from a place of unconditional love and are able to trans-mutate feelings of discolored within a person and create a present moment of peace that can send a ripple effect to the person throughout their life time. The relationship can be an anchor in a person's life, thus a lasting beneficial healing experience.

Therefore, based on the preponderance of clinical corralative evidence and the countless number of people that find WWS a Safe, Healing and life enhancing place, I give my highest recommendation that the City of Las Vegas and whomever else may be involved, Issue the Special Use Permit necessary to continue operations as established, for Ms. Kim Dunnit and White Wing Stables. Anything other than approval would clearly be counterproductive to our Veterans, Police, medical personal, special needs children and regular folks, who have already received great benefit within this most wonderful community asset.

Sincerely,

Dr. Todd J. Zang

Doctor of Podiatric Medicine

drtzang@gmail.com

702-525-7320

PRJ-59862
09/02/15

VAR-61046, SUP-61047 and SUP-61183

Mark Rex

From: kimatwhitewing <kimatwhitewing@yahoo.com>
Sent: Tuesday, September 01, 2015 8:11 PM
To: Mark Rex
Subject: Fwd: WWS letter prj59862

Sent via the Samsung Galaxy S® 5 ACTIVE™, an AT&T 4G LTE smartphone

-------- Original message --------
From: Jessica Hagstette <jhagstette@gmail.com>
Date:08/26/2015 9:18 PM (GMT-08:00)
To: kimatwhitewing@yahoo.com
Cc: drhagstette <drhagstette@craigrd.com>, Jessica Hagstette <jhagstette@gmail.com>, Susan Toepfer <Sewingsusan@cox.net>
Subject: WWS letter

To Whom It May Concern: August 26, 2015

This letter is in regards to my local favorite animal farm, White Wing Stables, and the owner Kim LeClair. My name is Jessica Hagstette and my family and I have enjoyed taking horseback riding lessons at White Wing Stables for the past 3 years. I am a local practicing small animal veterinarian and a mother of four young children. Animals of all shapes and sizes are near and dear to my heart and finding safe exposure to horses and farm animals for my children was very important to me. I found everything I was looking for and more with Kim and White Wings Stables.

Kim offers an excellent riding program for beginner students. She focuses on safety and building confidence with the young riders. The horses in the program are the safest horses I've ever seen. She trains them specifically for handling all scopes of children, from the un-coordinated to the un-observant. These horses listen to her voice commands and have always returned my babies to me in better shape then when I put them on, both mentally and physically. Every week the students ride a different horse and they learn a story about where their mount of the day is from or what that particular horse may have lived through. Most of the horses that are at White Wings Stables are on their second or third chance, or have just plain been saved from the meat truck. It is so wonderful to see these animals rehabilitated and bringing joy to the community around them everyday.

PRJ-59862
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The petting zoo is another favorite part of White Wings Stables. Children and adults alike get to enjoy animals that they usually would not interact with. My children have learned about farm animal husbandry and how to handle a variety of species such as chickens and goats. They even sheared an alpaca this summer.

In this day and age of computers and technology it is so refreshing to get outside and interact with animals and other humans. At White Wings Stables at any given time you will see children and adults riding horses at all different levels, people of all abilities petting animals with their hearts in their hands, young equestrians teaching horses new skills, wise old equestrians handing down their life learned lessons, military veterans getting out into the community and connecting again, and a handful of animals that have been given a second chance at life. It is important to protect havens such as this so that the power of nature, community, and the love of animals can thrive and continue to positively influence the people around it. My children are better riders and more well rounded humans because of their experience with Kim LeClair and White Wings Stables.

Sincerely,

Jessica Hagstette D.V.M.

PRJ-59862
09/02/15

Mark Rex

From: kimatwhitewing <kimatwhitewing@yahoo.com>
Sent: Tuesday, September 01, 2015 8:09 PM
To: Mark Rex
Subject: Fwd: White Wing STables prj59862
Attachments: IMG_0532.JPG; IMG_0533.JPG; IMG_0534.JPG

Sent via the Samsung Galaxy S® 5 ACTIVE™, an AT&T 4G LTE smartphone

-------- Original message --------
From: Lyndi Blom <lyndi_carlile@hotmail.com>
Date:08/29/2015 8:42 PM (GMT-08:00)
To: kimatwhitewing <kimatwhitewing@yahoo.com>
Subject: White Wing STables

Dear Las Vegas city council men and women,
I'm writing in regards to White Wing Stables and what it means to our community and more specifically my children.
First let me tell you a little about myself and my family. We are a military family. My husband served for twenty years and just recently retired. We were stationed at Nellis for three and half years. I have four children. Hayden my daughter is 7, Hannah is five, Hunter is 3 and Harper is 20 months. In our time at Vegas, I lost my mother to a four year battle to cancer, my daughters were very close to her. We moved into a new home, I had two babies in 2 years. Their daddy deployed. My point in writing you these events is to tell you my children, more specifically my daughters, needed joy. They needed something outside of our home to bring us out of the turmoil and change.
I found Kim and white wing stables. There aren't many places in Las Vegas you can go and sit and pet a goat, or collect chicken eggs, ride a horse, or learn to tend to a large animal. Kim's stable provided this and more. There is no way I could have afforded horse riding lessons for two little girls anywhere else. My children loved being at Kim's. They learned to muck stalls, take off tack, and feed. The most important thing was my girls found something they loved and were willing to work for. I saw a change in my girls. They learned many valuable lessons that you just can't anywhere else other than caring for another creature. They learned to care for something bigger than themselves, they got frustrated and learned to work through it, they learned to trust a giant animal and themselves. Kim was firm with them but loving. Very professional and my girls adore her. Kids today need this! They need to get out and brush a horse and learn to work. Kim's facility provides these type of scenarios for all walks of life.
If you choose to not reward this license you will be destroying a lot of dreams and an amazing opportunity for our children and special needs.
Thank you for taking the time to read my letter.
Sincerely,
Lyndi Blom

PRJ-59862
09/02/15

VAR-61046, SUP-61047 and SUP-61183

August 26, 2015

To Whom It May Concern,
My name is Eric Canja, my wife and three daughters want to express our support of White Wing Stables. Our oldest daughter has thrived as a horse enthusiast.

There is so much value that White Wing Stables provides. All of our girls have attended the summer camp for at least the past three years.

The environment for them is safe and fun. They learn responsibility in ways that can carry over into other areas of their lives.

Our oldest daughter has some issues with anxiety and we find that she is in her element while at White Wing Stables.

It warms our heart as parents to listen to our daughters talk about the different animals they see. As it has evolved into what it is today… our daughters have been so excited to tell us whenever a new "member of the family" finds a home.

Kim LeClair is very passionate about providing a location for locals to have a horse riding experience.

As a father, I know it would devastate my oldest daughter if any of the horses needed to be relocated as she has an attachment to all the animals that call White Wings Stables home.

Please consider how your decision can indirectly have a negative impact on a large number of families as well as the animals if it comes to locating to someplace that will be extremely unfamiliar to them.

We look forward to being able to continue to have lessons… camp… and maintain the relationships that have come from being associated with White Wing Stables.

Regards,

The Canja Family
Eric, Steph, Audrey, Alice and Addison Canja

PRJ-59862
09/02/15

VAR-61046, SUP-61047 and SUP-61183

August 26, 2015

To Whom It May Concern:

It is my great pleasure to write this letter in support of Kim LeClair of White Wing Stables in the application of a special permit for her property. As a military spouse and mother of a “Horses for Hero’s” participant, I have seen her dedication towards the students and animals entrusted to her care.

Kim LeClair has an effective and pleasurable program for both youth and adults. She provides individualized instruction for students with all challenges and special needs. Everyone succeeds with Ms. LeClair. She not only teaches her students how to ride horses, she teaches them how to care for the animals. She also has a small petting zoo, which she uses to educate and expose the students to different types of farm animals. She is able to serve so many students because she rescues gentle horses that she then trains to be lesson horses. It is a win-win situation.

My daughter was involved in White Wing Stables’ Horses for Hero’s horseback riding lesson program, which provides horseback riding lessons to military and first responder families at a reduced cost. During the entire two years we lived in Las Vegas, my daughter took lessons, participated in the summer camp program, volunteered as a counselor for the winter camp program, and participated in the Horses for Hero’s Walk-Trot Spectacular. My son took lessons briefly, but when he did not continue, was welcomed with open arms to visit the animals and learn about their care. Both of my children gained a tremendous amount of confidence through these programs. My family is fortunate to have found Kim LeClair and White Wing Stables.

Sincerely,

Robin Pope
Military Spouse

PRJ-59862
09/02/15

VAR-61046, SUP-61047 and SUP-61183

Justification Letter
Alana D Herrera
1013 Plumb Ridge Ave
N Las Vegas, NV 89081

Dear City Council Members,

I am Kim LeClair's sister in law, and I have worked with Kim at White Wing Stables for a long time now. Kim LeClair is one of the most selfless person anyone could meet, as she works with Horses4Heroes hand in hand. She is a dedicated and passionate horse rescuer/lover. More so she is an inspirational woman and a positive role model for her daughter and the children who come to Wing Wing Stables. The selfless work that she does all while raising her daughter Bella is a testament to her determination and drive. For years Kim has been giving back to her community with her services at White Wing Stables, and she deserves to continue on.

At White Wing Stables she has worked on providing a safe haven for the children of all first responders. She has created a place that helps them heal and thrive from the stresses they endure with a parent away for so long. Kim teaches these children how to be responsible, confident, happy, and compassionate. Teachings that every child should learn as it creates better adults for the future. The children at White Wing Stables truly love and enjoy every moment they are there, so much so that they invite friends to partake in its wonder.

Kim also provides these services to the first responders and their spouses as well. Providing the same life lessons and a slightly deeper emotional advancement for them. While these adults are here they have a safe place to heal from wounds seen and unseen. A place of healing scars of things they have seen and comrades/spouses they have lost. She assists in the management of PTSD and gives these brave men and women an outlet. Along with this she helps mend their moral and build back their confidence. She provides them with a second family, the White Wing family, a place judgement free and of common ground.

If that wasn't enough Kim also helps with special needs children from her community. As statistics and hard evidence have shown, interaction with horses helps stimulate special needs children in a positive way. It away for them to grow and advance themselves in a safe environment. The bond and love that these children feel with their horse friends always brings tears to their families eyes. They grow confident and daring, a whole other person when working with their horses.

Kim's work not only provides priceless help and growth to her human White Wing family, but her 4-legged ones as well. The majority of the horses of White Wing Stables have been rescued, as well as many other of the barn animals. These horses where abused, starved beyond belief, or about to be sold to slaughter. White Wing Stables is a second chance for these animals. Kim has slaved at caring and rehabilitating them with her daughter Bella, and the help of her other White Wing family members. These horses are natured like they are our own children, for as long as their rehabilitation may take. Kim gives them a second chance to feel love, safety, meaning and happiness at White Wing Stables.

PRJ-59862
09/02/15

VAR-61046, SUP-61047 and SUP-61183

Along with the horses Kim has saved many other animals from horrible fates. She has brought new joy to them and the children by creating a wonderful petting zoo. Kim helps teaches smaller children responsibilities here, such as care for the animals and proper treatment. It also allows for Kim to share these wonderful animals at different locations. This not only helps the animals with even more human contact but it allows for children farther away to partake and experience the wonder and joy.

After 15 years the city has decided to come down on such an amazing single mother. Who has selflessly given back to her community day in and day out without waiver. Who has provided such valuable service without the expectation of recognition. To force these animals from their sanctuary would not only be heartbreaking and confusing to them, but their human family as well. It would break the hearts of child and adult a like to see their 4-legged heroes be ripped from their lives. To loss that silent listener of a friend that they have come to rely on and grow with. Most of all it was kill Kim and Bella, my dearest sister in law and niece, to watch their babies be taken away to an unknown future.

I implore the council to be the heroes that Kim herself now needs, please save White Wing Stables and its family. Please allow Kim to continue her selfless work and allow her to continue helping our Las Vegas animals, first responders, families, and children for many more years to come.

Thank you for your time and consideration,

Alana D. Herrera

PRJ-59862
09/02/15

VAR-61046, SUP-61047 and SUP-61183

Sept. 1 ,2015

To Whom it may concern;

My name is Francene Burk, I have been a friend of Kim Le Clair for many years, even after her move to Nevada years ago we still stay in touch. I am writing this letter in her behalf because I want to help people understand that her White wing Stable is a very important place.

It provides a place for children to learn and explore nature, as well as having a fun time while learning about Goats, Horses, Chickens, and how to take care of them.

Kim is hard working woman, she created this little place on her own, she loves animals and only wants them to be safe and healthy. She finds homes that will do the same for them.

To prevent my friend, Kim from doing what she loves is a cruel and unjust thing.

Please let her do the good works with the animals as well as the children that come there.

Sincerely

Francene Burk

Francene Burk

PRJ-59862
10/27/15

VAR-61046, SUP-61047 and SUP-61183

August 21, 2015

To Whom It May Concern:

Kim LeClair and White Wing Stables have offered my daughter a form of therapy not easily found for 4 years. My daughter was diagnosed with Adjustment Disorder when she was 3 years old. Horseback riding was one place that helped her deal with stressors in her daily life. She is a different child after she rides; calmer, clearer thinking and ready to take on anything. During her lessons, you can actually watch her body relax and her mind free up. Horseback riding has also helped her learn to deal with tough situations and how to overcome them. When she is on a horse, she has to be the one in charge and control. She has to figure out how to solve a problem quickly on the spot as she is on top of a 1000lb animal. These are valuable life lessons.

Being a military family, making friends is hard on kids as they move from place to place. White Wing Stables offers a fantastic program through Horses for Heroes where they offer affordable riding lessons to military families. Through this barn, my daughter was able to meet new friends and even reconnect with friends from prior bases. She has gained confidence and self-assurance. We looked at other riding options in the Las Vegas area but they were cost forbid able and not the correct therapeutic, relaxed environment. My daughter does not aspirations of being a world-class rider, she just wants to ride and destress. It is very rare to find a stable/barn that will allow this; most want to train you to show, perform, etc. White Wing Stables offers the lessons at a price we can afford and allows her to do what she needs to do with riding.

Watching my daughter ride and the therapeutic effect it has on her is amazing. As she enters middle school this year, I know it will be important to continue her riding lessons to deal with the stress and new adjustments she will have to make. I hope and pray you will take into consideration all the lives you will be affecting by not allowing White Wing Stable to continue to operate as they have for many years, servicing numerous children and adults who are healed through horse back riding.

Sincerely,

Heidi Dalbec

PRJ-59862
10/27/15

VAR-61046, SUP-61047 and SUP-61183

26 August 2015

In Regards To: White Wing Stables

From: Benjamin Buchta

To Whom It May Concern,

White Wing Stables (WWS) provides a safe, stable and unique environment that is invaluable to my family. Every part of WWS brings a wonderful element of escape from city life for my three children. Whether it is the cross-beaked chicken or PeeWee the Goat, my girls and wife look forward to the random acts of love all of these animals provide and we look forward to them each week.

More than the oasis of countryside within the city, Kim is a wonderful mom, coach and overseer of all the creatures at WWS and has taught my oldest daughter the ins and outs of being an equestrian. Ellie has a strong personality being the oldest sister, and learning to be confident on a horse has changed her demeanor for the better. She has been respected and encouraged by Kim and learns to reciprocate that behavior every time she rides. What is never sacrificed is safety. We are not having fun when we are not safe. Not only does Ellie increase her awareness every week, but her sisters also learn how to treat, feed, care for and engage with all sorts of animals.

Whatever the concern for WWS, I am sure that it can be overcome. Sensible solutions can be provided by Kim and supportive parents with the right information and expectations. Please consider not only the lives of the families affected, but also the care that is given for the animals at WWS including the rescue horses. We are a part of a larger family at WWS and our little community works to provide a loving, supportive environment for our kids and each other.

Sincerely,

Benjamin Buchta

Pilot, USAF and
Local Small Business Owner

Benjamin A. Buchta

PRJ-59862
10/27/15

VAR-61046, SUP-61047 and SUP-61183

To whom it may concern,

Support

I am writing this letter on behalf of White Wing Stables and its owner, Kim LeClair. I am aware that the future of White Wing Stables is at stake, and that is heartbreaking for me. I would hate to see the place that I love and that has helped me grow so much in both my equestrian career and my personal life be taken away.

I first started at White Wing Stables when my family moved to Las Vegas in 2010. My father is an officer in the Air Force, so we move frequently. Through these frequent moves, the one thing that has stayed constant is my horseback riding. It's the one thing I've been able to keep with me, and White Wing Stables was no exception to welcoming, warmth, and comfort I always find when I ride. Ms. Kim was so kind and loving towards my sister and I and it really helped make our transition to a new school and a new town much easier. Up until that point I had only ridden English style, but Ms. Kim saw my potential and helped me exceed my comfort zone and branch out to a different style, Western riding. I fell in love with barrel racing, pole bending, and all the other events Ms. Kim helped me learn. It really helped broaden my skills as a rider.

In addition to the riding, Ms. Kim taught me all that I know about the proper care of horses. I spent hours at the ranch helping clean stalls, groom horses, and learning about proper medical care and feed. I also had the opportunity to help train a young colt, Max. Max was the son of the barrel horse I rode. Max was feisty and high spirited but I had a blast learning how to work with him and watching him grow. I also got to watch young riders grow through Ms. Kim's camps that she runs. I helped Ms. Kim run the children's camps and I had a blast seeing all the kids learn how to be responsible while having such a good time with the animals. It was a good learning experience for me as well, one that would benefit me in ways I would never have imagined.

I am currently attending Baylor University in Texas, where I am the Head Horse Wrangler of the Baylor Riding Association. My duties include, but not limited to, overseeing the horses care and feed, scheduling the farrier and vet for regular care, and emergency care as needed. I also give riding lessons to our club members. The club is open to anyone who is interested so we have members of all skill levels. I think of Ms. Kim and all that White Wing Stables taught me every time I'm out at our 1,600 acre ranch, giving lessons or caring for the horses. I am also a certified trail guide and lead trail rides through the 1,600 acre property for both members and guests. It is a huge responsibility, but I credit my success to White Wing Stables. Everything I learned about horse care and teaching riding lessons, I learned at White Wing Stables. My riding students love when I use the same Gymkhana activities and games I learned at White Wing Stables. The club also recently took on a 2 year old colt who I know exactly how to work with and how to handle and train because of my work with Max at White Wing Stables.

I am beyond thankful for the opportunities Ms. Kim provided me through her program. She generously gave my family military discount on lessons, and I saw her help many other military families like my own. White Wing Stables is a part of the Horses 4 Heroes program, a program that I appreciate and believe we should have more like it. I loved competing in barrel racing and other events with the White Wing team, and I had such a great time working with all

Submitted at Planning Commission

Date 3/8/16 Item 15-17

by Kim LeClair

the camp kids and seeing them grow. I know that every child that came through Ms. Kim's programs, whether it be regular lessons or one of her numerous camps, all left with the experience of being responsible and caring for something other than themselves, and that is a lesson that cannot be taken away. Just like my experiences with White Wing Stables will never be forgotten. Ms. Kim is a very kind, hardworking woman and I really admire what she is doing and all the lives she has touched through her organization. I hope this letter helps to show how much White Wing Stables means to myself, and everyone else who has passed through her caring organization. I remember my times at White Wing Stables every time I am out at our ranch in Texas, and I know I wouldn't have been blessed with an opportunity like being Head Horse Wrangler if it weren't for White Wing Stables.

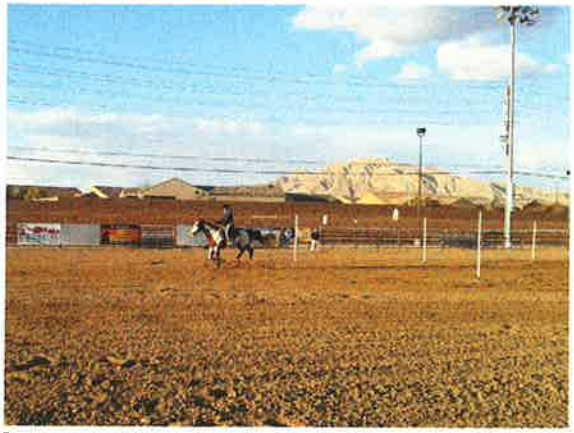
I have attached a few photos from my times at White Wing, and there is also one of me at the ranch in Texas, with my new favorite barrel horse, Sweetie, proudly wearing my White Wing shirt. Thank you for your time.



9/7/15

Support

Jackie Dawson



Me competing on Bodie in pole bending in LV.



Me jumping Patches at WWS



Me with Max



Me with Patches after a lesson at WWS



Me riding Patches at WWS



Me wearing my WWS shirt with Sweetie at the Baylor Riding Association in Texas.



Me and a fellow club member riding our horses on Baylor's campus

I Lauren Crossman, would like to have my name Removed from the petition Opposed to Kim LeClair's pROposition. When Signing the Opposed petition I was not to the underStanding of the changes Kim has made and all the Variances She was applying for. Kim does a great service to the Community.

Lauren Crossman
5420 W. Rome Blvd
Las Vegas, NV 89131

Support

I SUPPORT Whitewing Stables Special use Permits and Variance Permits

Name	address	Support	Phone
~~Tony Council~~	5726 ROMA BLVD LV. NV 89131		702-373-8372
Ronni Council	6621 COWDOG TRL 89131		(702) 274-2208
Charles WRIGHT	5408 Mesquite MEADOW CT 89131		(702) 419-8004
Lauren Crossman	5420 W. Rome Blvd Las Vegas, NV 89131		702-767-9016

Support

REGARDING THE APPLICATION FOR VARIANCE AND SPECIAL USE PERMITS ON 1.29 ACRES, LOCATED AT 5525 WEST ROME BLVD., THE UNDERSIGNED CONCUR WITH THE STAFF RECOMMENDATION FOR DENIAL AND ARE OPPOSED TO THE FOLLOWING:

SUP-61047 SPECIAL USE PERMIT RELATED TO VAR 61046 - FOR EXISTING ANIMAL KEEPING AND HUSBANDRY TO ALLOW 22 HORSES (where max 7 are allowed), 10 GOATS (where max 7 are allowed), AND 1 ALPACA.

VAR-61046 VARIANCE – TO ALLOW FOR EXISTING STRUCTURES:
HORSE CORRALS IN FRONT YARD
1 FOOT DISTANCE FROM MAIN DWELLING (where 6 feet is required) FOR SHADE STRUCTURES
1 FOOT SIDE YARD SETBACK (where 10 feet is required) FOR HAY BARN AND WELL HOUSE
8 FOOT REAR YARD SETBACK (where 10 feet is required) FOR ANIMAL SHADE STRUCTURE
12 FOOT CORNER SIDE YARD SETBACK (where 15 feet is required) FOR ANIMAL SHADE STRUCTURES AND TACK ROOM

Protest

SUP-61183 SPECIAL USE PERMIT FOR PROPOSED HORSE CORRAL OR STABLE (Commercial) USE TO PROVIDE INSTRUCTIONAL OR RECREATIONAL ACTIVITIES FOR OTHER THAN OCCUPANTS OF THE PREMISES.

DATE	NAME	ADDRESS
3-7-16	Sue Clark	5724 Arno Dr 89131
3-7-16	Dawn Winton	5725 Arno DR 89131
3-7-16	[illegible]	5655 Mello Ave 89131
3-7-16	[illegible]	5761 Mello Ave 89131
3-8-16	[illegible]	5700 Mello Ave 89131
3/8/16	[illegible] (ROBERTA JONES)	5800 MELLO AVE 89131

WE UNDERSTAND OUR PROPERTIES ARE AT INCREASED RISK FOR CODE ENFORCEMENT SCRUTINY.

Submitted at Planning Commission

Date 3/8/16 Item 15-17

by John Meyers

REGARDING THE APPLICATION FOR VARIANCE AND SPECIAL USE PERMITS ON 1.29 ACRES, LOCATED AT 5525 WEST ROME BLVD., THE UNDERSIGNED CONCUR WITH THE STAFF RECOMMENDATION FOR DENIAL AND ARE OPPOSED TO THE FOLLOWING:

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DATE	NAME	(TELEPHONE)	ADDRESS
01/11/16	CHUCK DILLMAN	702-498-4763	6550 N. Hollen Av. LVNV 89131
2/29/16	Jared Williams	702-296-2261	5701 W. Rome BLVD LVNV 89131
2/29/16	Mary Jo Storm	702.701-3635	5620 Turkey Ln
2/29/16	Marcy Lee	702-349-2135	5610 Turkey Ln
2/29/16	SHANNON DAY	702-232-3347	5600 Turkey Ln LVNV 89131
2/29/16	Jason Dworth	702 373 0433	5720 Turkey Lane LVNV 89131
2/29/16	James Kurtz	702-657-840	6531 Leon Ave. LVNV 89131
3/1/16	Robert Ryan	702526-5203	5725 Rome LV NV 89131
3/2/16	DAVID JOHNSON	7026567411	5600 Mesquite Meadows 89131
3/2/16	Barbara Mahen	702-778-9413	5509 Mesquite Meadows 89131
3/2/16	Eric Marsh	702-778-9413	5509 Mesquite Meadows 89131

Protest

WE UNDERSTAND OUR PROPERTIES ARE AT INCREASED RISK FOR CODE ENFORCEMENT SCRUTINY.

REGARDING THE APPLICATION FOR VARIANCE AND SPECIAL USE PERMITS ON 1.29 ACRES, LOCATED AT 5525 WEST ROME BLVD., THE UNDERSIGNED CONCUR WITH THE STAFF RECOMMENDATION FOR DENIAL AND ARE OPPOSED TO THE FOLLOWING:

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VAR-61046 VARIANCE – TO ALLOW FOR EXISTING STRUCTURES:

Protest

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SUP-61183 SPECIAL USE PERMIT FOR PROPOSED HORSE CORRAL OR STABLE (Commercial) USE TO PROVIDE INSTRUCTIONAL OR RECREATIONAL ACTIVITIES FOR OTHER THAN OCCUPANTS OF THE PREMISES.

DATE	NAME	ADDRESS
2-27-16	Wayne L Daholowski Jr 702 378-3880	6621 Bradley Rd. L.V. N.V. 89131
2-28-16	Lauren Crossman	5420 W. Rome Blvd
2-28-16	Richard Louph	6530 Helen Ave. 89131
2-28-16	Paula Hutchison 702 6580500	5704 ANO Dr 89131
3-1-16	[illegible] 702-985-6384	5810 Mello Ave 89131
3/1/16	[illegible] 702-382-8470	5401 Mello Ave. 89131
3/1/16	Maureen Lynn 702-645-5456	5501 Mello Ave 89131
3/2/16	John Karie-Fenton 702-336-0356	5401 W Rome Blvd 89131
3/2/16	Candace Stucki 702-235-5295	5555 Mello Ave 89131
3/5/16	Tom Garvey 702 279.9835	6601 Cowboy Trail 89131
3/5/16	Sharon Ozuna 702-682-9410	6630 Cowboy Trail 89131
3/6/16	Angel Allard 702.686.6935	6630 Cowboy Trail 89131
3/6/16	Don Haynes 702-493-6300	5850 ANO dr 89131
3/6/16	Linda Mayers 702-271-0621	5801 ANO DR. 89131

Protest

WE UNDERSTAND OUR PROPERTIES ARE AT INCREASED RISK FOR CODE ENFORCEMENT SCRUTINY.

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT STD
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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.

VAR-61046 [PRJ-59862]

Planning Commission Meeting of 12/8/2015

RECEIVED
DEC 7 2015
City of Las Vegas
Dept. of Planning

Case: VAR-61046

12524801014
SETAREH JOHN
SETAREH DALIAH
136 GRETNA GREEN WAY
LOS ANGELES CA 90049

FROM :

FAX NO. :

Dec. 04 2015 09:38PM P1

29P

p.2
702 655-1184
Richard T. Kast
Dec 03 15 05:20p

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Las Vegas, NV
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-61046 [PRJ-59862]
Planning Commission Meeting of 12/8/2015

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City of Las Vegas
Dept. of Planning

Case: VAR-61046
12524410014
KAST RICHARD T & ANGELA C
5408 VERBENA CREEK CT
LAS VEGAS NV 89131-2933

89 JRDCNP1 89131

29P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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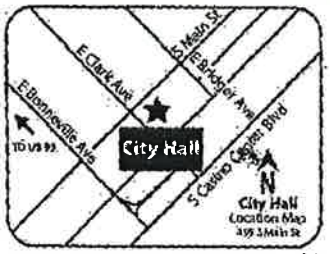

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-61046 [PRJ-59862]

Planning Commission Meeting of 12/8/2015

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DEC 7 2015
City of Las Vegas
Dept. of Planning

Case: VAR-61046

12524304009
PRIVITERA CYNTHIA A
5421 W ANO DR
LAS VEGAS NV 89131-2953

99 JRDGNPI 89131

29P

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.

VAR-61046 [PRJ-59862]
Planning Commission Meeting of 12/8/2015

Case: VAR-61046
12524402001
RYAN TERESA M & ROBERT W
5725 W ROME BLVD
LAS VEGAS NV 89131-2912

29P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Las Vegas, NV
Permit No. 1630

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-61046 [PRJ-59862]
Planning Commission Meeting of 12/8/2015

100% support this request.

Case: VAR-61046

12524412028
MYERS MICHAEL B
6428 SOMERVELL RANCH ST
LAS VEGAS NV 89131-2971

29A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Las Vegas, NV
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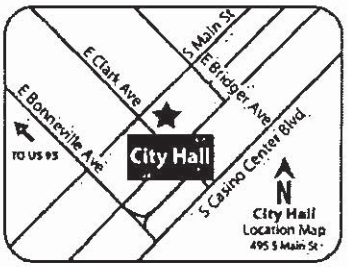

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-61046 [PRJ-59862]
Planning Commission Meeting of 12/8/2015

99 JRDGNPI 89131

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DEC 14 2015

City of Las Vegas
Dept. of Planning

Case: VAR-61046

12524710025
SUAREZ JAIME E SR
5317 BLUE EVERGREEN AVE
LAS VEGAS NV 89131

17P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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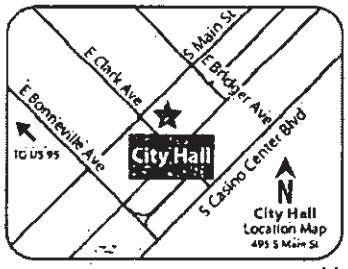
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-61046 [PRJ-59862]
Planning Commission Meeting of 12/8/2015

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DEC 14 2015
City of Las Vegas
Dept. of Planning

Case: VAR-61046

12524410002
CHANDLER GEORGE T & BEVERLY E
5616 MESQUITE MEADOW CT
LAS VEGAS NV 89131-2958

99 JRDGNPI 89131

17P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

They do Not Clean up after them!

PRSRT STD
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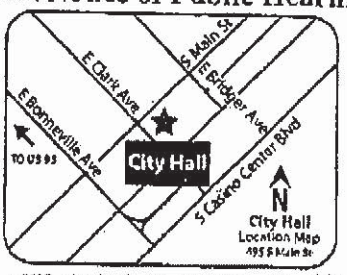
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
DEC 10 2015
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.
VAR-61046 [PRJ-59862]
Planning Commission Meeting of 12/8/2015

Case: VAR-61046

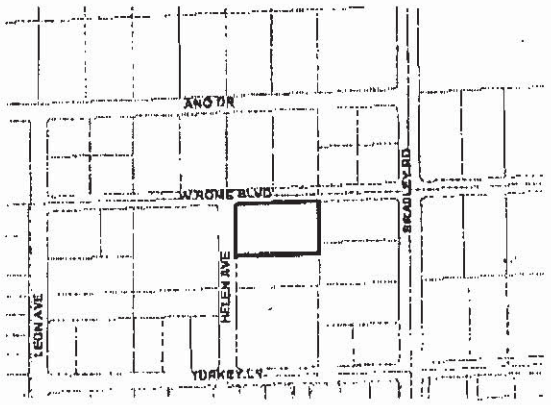
12524402005
KURTZ JAMES L & DOLLIE D
6531 LEON AVE
LAS VEGAS NV 89131-2935

89 JRDCNPI 89131

Application Information

VAR-61046 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: KIM J LECLAIR - For possible action on a request for a Variance TO ALLOW AN EXISTING DETACHED ACCESSORY STRUCTURES (CLASS II) [HORSE CORRALS] TO BE LOCATED IN THE FRONT YARD WHERE SUCH IS NOT PERMITTED, TO ALLOW A ONE-FOOT DISTANCE SEPARATION FROM THE MAIN DWELLING FOR AN EXISTING DETACHED ACCESSORY STRUCTURES (CLASS II) [SHADE STRUCTURE] WHERE SIX FEET IS REQUIRED, TO ALLOW A ONE-FOOT SIDE YARD SETBACK FOR EXISTING ACCESSORY STRUCTURES (CLASS II) [A 192 SQUARE-FOOT HAY BARN AND A 48 SQUARE-FOOT WELL HOUSE] WHERE 10 FEET IS REQUIRED, TO ALLOW AN EIGHT-FOOT REAR YARD SETBACK FOR AN ACCESSORY STRUCTURE CLASS II [ANIMAL SHADE STRUCTURE] WHERE 10 FEET IS REQUIRED, AND TO ALLOW A 12-FOOT CORNER SIDE YARD SETBACK FOR ACCESSORY STRUCTURES [ANIMAL SHADE STRUCTURE AND TACK ROOM] WHERE 15 FEET IS REQUIRED on 1.29 acres at 5525 West Rome Boulevard (APN 125-24-403-001), R-E (Residence Estates) Zone, Ward 6 (Ross) [PRJ-59862].

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*December 08, 2015*
Time:	6:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TTY 7-1-1) or go to http://www.lasvegasnevada.gov.

17P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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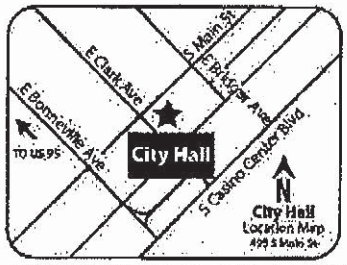
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-61046 [PRJ-59862]
Planning Commission Meeting of 12/8/2015

99 JRDCNPI 89131

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DEC 9 2015

City of Las Vegas
Dept. of Planning

Case: VAR-61046

12524402006
LOUGH RICHARD D
GILBERT TERESA
6530 HELEN AVE
LAS VEGAS NV 89131-2906

17P

City of Las Vegas
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Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Dept. of Planning

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Case: VAR-61046
12524303004
MAYERS JOHN & LINDA
5801 ANO DR
LAS VEGAS NV 89131-2919

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-61046 [PRJ-59862]
Planning Commission Meeting of 12/8/2015

89 JRDCNPI 89131

Submitted after final agenda

Date 1/11/16 Item 17 17P

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-61047 – ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-61046 - PUBLIC HEARING - APPLICANT/OWNER: KIM J LECLAIR - For possible action on a request for a Special Use Permit FOR AN EXISTING ANIMAL KEEPING & HUSBANDRY USE TO ALLOW 22 HORSES, ONE ALPACA AND 10 GOATS WHERE A MAXIMUM OF SEVEN HORSES AND SEVEN GOATS ARE ALLOWED at 5525 West Rome Boulevard (APN 125-24-403-001), R-E (Residence Estates) Zone, Ward 6 (Ross) [PRJ-59862]. Staff recommends DENIAL. The Planning Commission (5-2-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**35**	**Planning Commission Mtg.**	**44**
City Council Meeting	**7**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-2-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Protest/Support Postcards for SUP-61047 and SUP-61183 [PRJ-59862]
4. Back up Submitted at the April 12, 2016 Planning Commission Meeting

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-61047 APN: _____

Name of Property Owner: Kim LeClair

Name of Applicant: Kim LeClair

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: Kim LeClair

State of Nev
County of Clark

Subscribed and sworn before me

This 27 day of Aug 2015 by Kimberly Jo LeClair.

_____

Notary Public in and for said County and State

PRJ-59862
08/27/15

STEVEN KOGER
Notary Public - State of Nevada
County of Clark
APPT. NO. 10-3603-1
My App. Expires Dec. 1, 2018

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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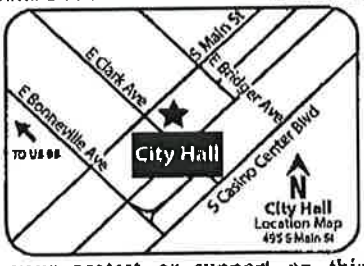

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-61047 & SUP-61183 [PRJ-59862]
City Council Meeting of May 18, 2016

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CITY CLERK
2016 MAY 16 A 7:15

Case: VAR-61046
12624701009
KLAPPERICK ROBERT & PATRICIA A
5308 ROME BLVD
LAS VEGAS NV 89131-2716

Submitted after final agenda

Date 5/16/16 Item 99-100

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

LAS VEGAS NV 890
09 MAY '16 PM 5L

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-61047 & SUP-61183 [PRJ-59862]
City Council Meeting of May 18, 2016

A maximum of 7 horses and 7 goats is more than Reasonable for this amount of Room.

The noise, the smell, and the eyesore of their request is Unacceptable for a Residential Area. Plus their inability to clean up the horse poop at the current limits shows they won't care to leave the neighborhood to endure the sloppiness of 3 times the allowed amount of animals.

Case: VAR-61046

12524410001
MERRICK FRED & MICHELLE
5617 MESQUITE MEADOW CT
LAS VEGAS NV 89131-2958

97 DRCONP1 89131

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

LAS VEGAS NV 890
09 MAY '16 PM 3 L

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Las Vegas, NV
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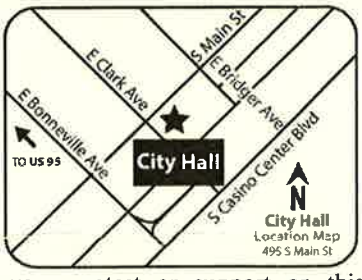
2016 MAY 16 P 12:06



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-61047 & SUP-61183 [PRJ-59862]
City Council Meeting of May 18, 2016

Case: VAR-61046

12524810002
CARIBE-AVENTURAS TRUST
6489 LANTANA FALLS CT
LAS VEGAS NV 89131-2904

97 DRCONP1 89131

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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CITY CLERK

2016 MAY 16 P 12:06

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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-61047 & SUP-61183 [PRJ-59862]
City Council Meeting of May 18, 2016

Case: VAR-61046
12524302006
FRANKLIN FAMILY 2010 TRUST
FRANKLIN GARY & LINDA TRS
5711 MELLO AVE
LAS VEGAS NV 89131-2930

97 ORIGINAL 89131

Application Information

SUP-61047 - SPECIAL USE PERMIT RELATED TO VAR-61046 - PUBLIC HEARING - APPLICANT/OWNER: KIM J LECLAIR - For possible action on a request for a Special Use Permit FOR AN EXISTING ANIMAL KEEPING & HUSBANDRY USE TO ALLOW 22 HORSES, ONE ALPACA AND 10 GOATS WHERE A MAXIMUM OF SEVEN HORSES AND SEVEN GOATS ARE ALLOWED at 5525 West Rome Boulevard (APN 125-24-403-001), R-E (Residence Estates) Zone, Ward 6 (Ross) [PRJ-59862].

SUP-61183 - SPECIAL USE PERMIT RELATED TO VAR-61046 AND SUP-61047 - PUBLIC HEARING - APPLICANT/OWNER: KIM J LECLAIR - For possible action on a request for a Special Use Permit FOR A PROPOSED HORSE CORRAL OR STABLE (COMMERCIAL) USE TO PROVIDE INSTRUCTIONAL OR RECREATIONAL ACTIVITIES FOR OTHER THAN OCCUPANTS OF THE PREMISES at 5525 West Rome Boulevard (APN 125-24-403-001), R-E (Residence Estates) Zone, Ward 6 (Ross) [PRJ-59862].

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***May 18, 2016***
Time:	1:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

Any and all interested persons may appear and be heard at said meeting, or may, prior to this meeting, file a written objection thereto or approval thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada 89101. For further information, including the full staff report, please call (702) 229-6311 (7-1-1 Relay Nevada) or go to http://www.lasvegasnevada.gov.

too small area for the animals! If this goes through you need to make a "surprise" visit to see how the property

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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We strongly oppose this request. Allowing more animals will only increase the noise and smell and the commercial end of the deal won't help our property values. Please keep this neighborhood residencial as intended.

RECEIVED

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-61047 & SUP-61183 [PRJ-59862]
City Council Meeting of May 18, 2016

Case: VAR-61046
12524403006
BRINDLEY KENNETH & DEBORAH
2617 E WINDRIUM CT
ELK GROVE CA 95758-7479

114 DROCNP1 95758

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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this is an extremely large number 31 animals to be on a 1 acre tract of land. Newer nice homes are being build in this area and allowing a commercial business will detract from our homes. The smell alone from this number of animals will be unbearable especially in the summer heat! Mike Waters

Return Service Requested
Official Notice of Public Hearing



RECEIVED
CITY CLERK
2016 MAY 11 A 11:05

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-61047 & SUP-61183 [PRJ-59862]
City Council Meeting of May 18, 2016

Case: VAR-61046
12524810004
WATERS FAMILY TRUST
WATERS MICHAEL F SR & VIOLA TRS
6484 LANTANA FALLS CT
LAS VEGAS NV 89131-2904

97 DRDONP1 89131

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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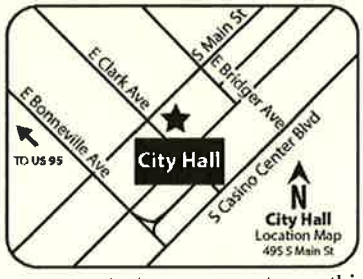

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-61047 & SUP-61183 [PRJ-59862]
City Council Meeting of May 18, 2016

Case: VAR-61046
12524412027
WEAVER JAMES A & TERESA K
6424 SOMERVELL RANCH ST
LAS VEGAS NV 89131-2971

Submitted after final agenda

Date 5/11/16 Item 99-100

97 DRDONP1 89131

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-61047 & SUP-61183 [PRJ-59862]
City Council Meeting of May 18, 2016

Case: VAR-61046

12524304008
HIX GREGORY K
DEVLIN-HIX DOLORES E
5501 W ANO DR
LAS VEGAS NV 89131-2962

97 0R0CHP1 89131

Submitted after final agenda

Date 5/16/16 Item 99 & 100

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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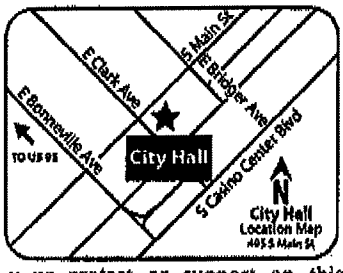
Official Notice of Public Hearing



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-61047 & SUP-61183 [PRJ-59862]
Planning Commission Meeting of 12/8/2015

Case: SUP-61047
12524701009
KLAPPERICK ROBERT & PATRICIA A
5308 ROME BLVD
LAS VEGAS NV 89131-2716

30-31P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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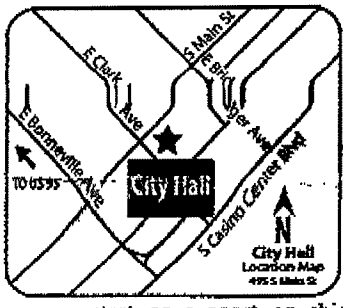

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Case: SUP-61047
12524801014
SETAREH JOHN
SETAREH DALIAH
136 GRETNA GREEN WAY
LOS ANGELES CA 90049

☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-61047 & SUP-61183 [PRJ-59862]
Planning Commission Meeting of 12/8/2015

94 JRDGNFI 90049

FROM :
FAX NO. :
Dec. 04 2015 09:40PM P1

30-31P

p.1
702 655-1184
Richard T. Kast
Dec 03 15 05:20p

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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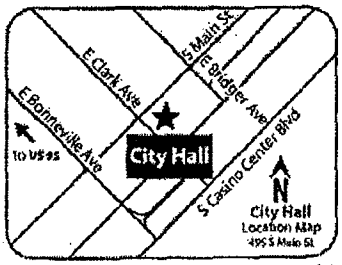

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-61047 & SUP-61183 [PRJ-59862]
Planning Commission Meeting of 12/8/2015

Case: SUP-61047
12524410014
KAST RICHARD T & ANGELA C
5408 VERBENA CREEK CT
LAS VEGAS NV 89131-2933

89 JRDGNP I 89131

30-31 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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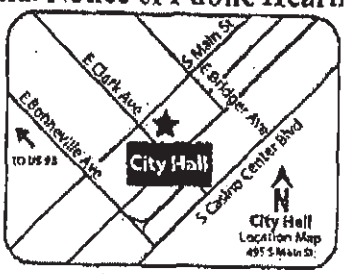
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

lease use available blank space on card for your comments.
UP-61047 & SUP-61183 [PRJ-59862]
lanning Commission Meeting of 12/8/2015

RECEIVED

DEC 10 2015

City of Las Vegas
Dept. of Planning

Case: SUP-61047

12524402005
KURTZ JAMES L & DOLLIE D
6531 LEON AVE
LAS VEGAS NV 89131-2935

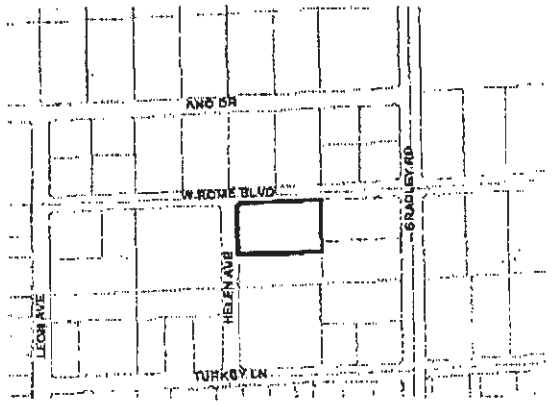
85 JRDCNP1 89131

Application Information

SUP-61047 - SPECIAL USE PERMIT RELATED TO VAR-61046 - PUBLIC HEARING - APPLICANT/OWNER: KIM J LECLAIR - For possible action on a request for a Special Use Permit FOR AN EXISTING ANIMAL KEEPING & HUSBANDRY USE TO ALLOW 22 HORSES, ONE ALPACA AND 10 GOATS WHERE A MAXIMUM OF SEVEN HORSES AND SEVEN GOATS ARE ALLOWED at 5525 West Rome Boulevard (APN 125-24-403-001), R-E (Residence Estates) Zone, Ward 6 (Ross) [PRJ-59862].

SUP-61183 - SPECIAL USE PERMIT RELATED TO VAR-61046 AND SUP-61047 - PUBLIC HEARING - APPLICANT/OWNER: KIM J LECLAIR - For possible action on a request for a Special Use Permit FOR A PROPOSED HORSE CORRAL OR STABLE (COMMERCIAL) USE TO PROVIDE INSTRUCTIONAL OR RECREATIONAL ACTIVITIES FOR OTHER THAN OCCUPANTS OF THE PREMISES at 5525 West Rome Boulevard (APN 125-24-403-001), R-E (Residence Estates) Zone, Ward 6 (Ross) [PRJ-59862].

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***December 08, 2015***
Time:	6:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TTY 7-1-1) or go to http://www.lasvegasnevada.gov.

18-19P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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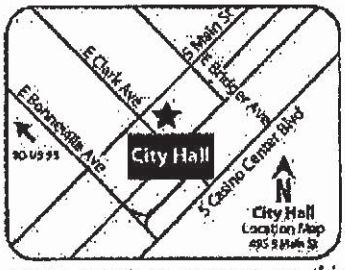
Official Notice of Public Hearing



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DEC 9 2015

City of Las Vegas
Dept. of Planning

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-61047 & SUP-61183 [PRJ-59862]
Planning Commission Meeting of 12/8/2015

Case: SUP-61047

12524402006
LOUGH RICHARD D
GILBERT TERESA
6530 HELEN AVE
LAS VEGAS NV 89131-2906

89 JRDCNPI 89131

18-19P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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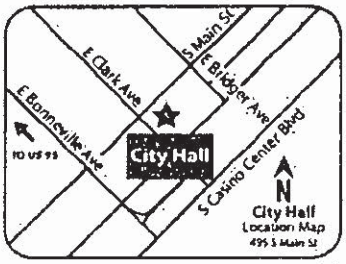

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-61047 & SUP-61183 [PRJ-59862]
Planning Commission Meeting of 12/8/2015

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DEC 14 2015
City of Las Vegas
Dept. of Planning

Case: SUP-61047
12524410002
CHANDLER GEORGE T & BEVERLY E
5616 MESQUITE MEADOW CT
LAS VEGAS NV 89131-2958

93 JRDGNPI 89131

18-19 A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Las Vegas, NV
Permit No. 1630

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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-61047 & SUP-61183 [PRJ-59862]

Planning Commission Meeting of 12/8/2015

RECEIVED

JAN 11 2016

City of Las Vegas
Dept. of Planning

Case: SUP-61047

12524303004
MAYERS JOHN & LINDA
5801 ANO DR
LAS VEGAS NV 89131-2919

01/11/2016 10:13 7964898 RSG ACCOUNTING PAGE 01/01

Submitted after final agenda

Date 1/11/16 Item 18-19 18-19 P

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-61183 – ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-61046 AND SUP-61047 - PUBLIC HEARING - APPLICANT/OWNER: KIM J LECLAIR - For possible action on a request for a Special Use Permit FOR A PROPOSED HORSE CORRAL OR STABLE (COMMERCIAL) USE TO PROVIDE INSTRUCTIONAL OR RECREATIONAL ACTIVITIES FOR OTHER THAN OCCUPANTS OF THE PREMISES at 5525 West Rome Boulevard (APN 125-24-403-001), R-E (Residence Estates) Zone, Ward 6 (Ross) [PRJ-59862]. Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**35**	**Planning Commission Mtg.**	**41**
City Council Meeting	**7**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-61183 APN: _____

Name of Property Owner: Kim LeClair

Name of Applicant: Kim LeClair

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: Kim LeClair

State of Nev
County of Clark
Subscribed and sworn before me

This 27 day of Aug 2015 by Kimberly Jo LeClair.

_____
Notary Public in and for said County and State

PRJ-59862
08/27/15

STEVEN KOGER
Notary Public - State of Nevada
County of Clark
APPT. NO. 10-3603-1
My App. Expires Dec. 1, 2018

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

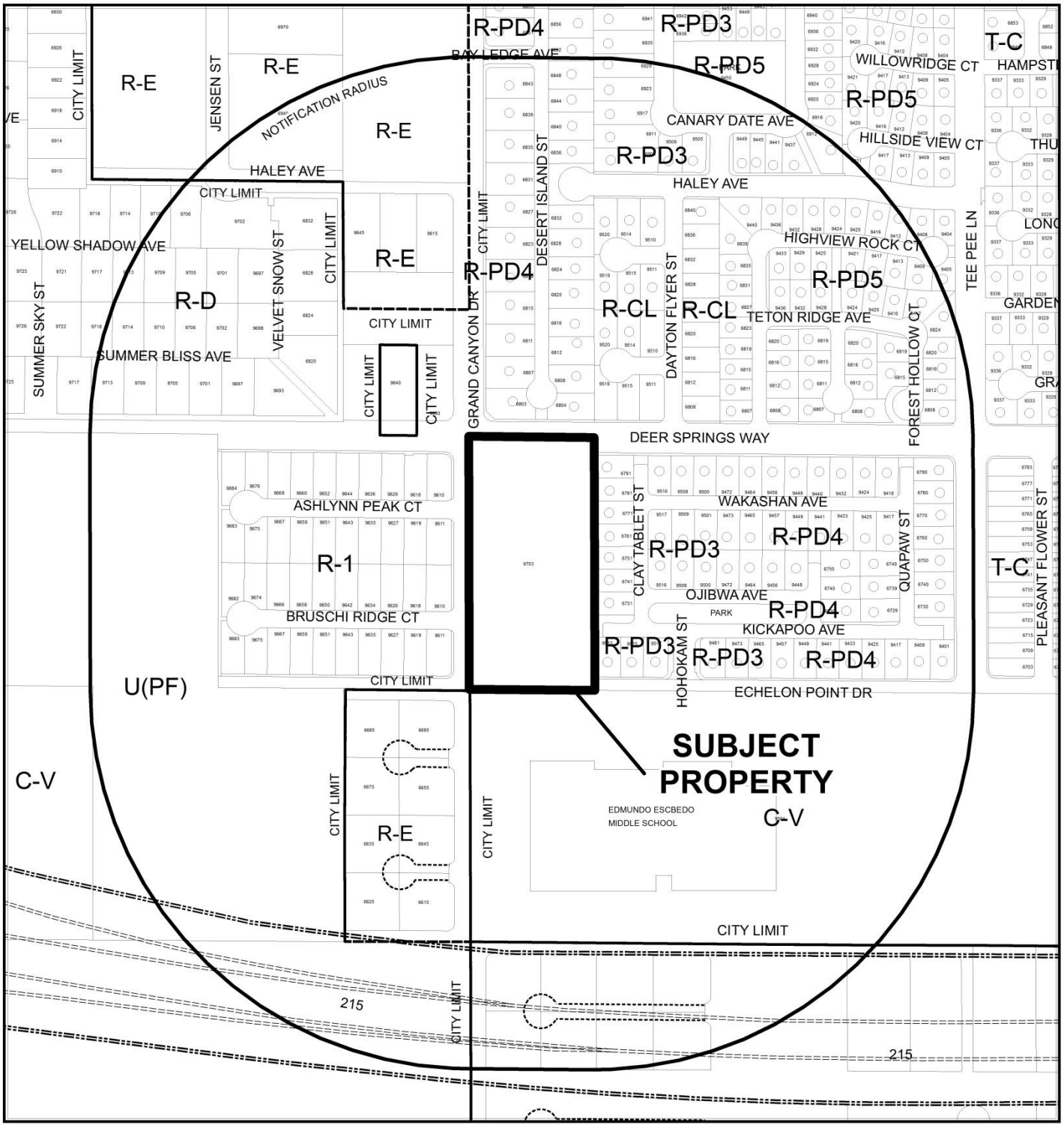
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-62349 – ABEYANCE ITEM - REZONING - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: GUANLAO CARLITO C AND D REVOCABLE LIVING TRUST - For possible action on a request for a Rezoning FROM: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN LAND USE DESIGNATION] TO R-1 (SINGLE FAMILY RESIDENTIAL) on 5.00 acres at the southeast corner of Deer Springs Way and Grand Canyon Drive (APN 125-19-701-001), Ward 6 (Ross) [PRJ-62258]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**2**
City Council Meeting	**2**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - ZON-62349, WVR-62529 and TMP-62355 [PRJ-62258]
2. Conditions and Staff Report - ZON-62349, VAC-62354, WVR-62529 and TMP-62355 [PRJ-62258]
3. Supporting Documentation - ZON-62349, VAC-62354, WVR-62529 and TMP-62355 [PRJ-62258]
4. Photo(s) - ZON-62349, VAC-62354, WVR-62529 and TMP-62355 [PRJ-62258]
5. Justification Letter - ZON-62349, VAC-62354, WVR-62529 and TMP-62355 [PRJ-62258]
6. CCSD Comments (School Development Tracking Form) - ZON-62349, WVR-62529, VAC-62354 and TMP-62355 [PRJ-62258]
7. Protest/Support Postcards for ZON-62349 and WVR-62529 [PRJ-62258]
8. Back up Submitted at the March 8, 2016 Planning Commission Meeting



CASE: **ZON-62349, WVR-62529 AND TMP-62355 (PRJ-62258)**

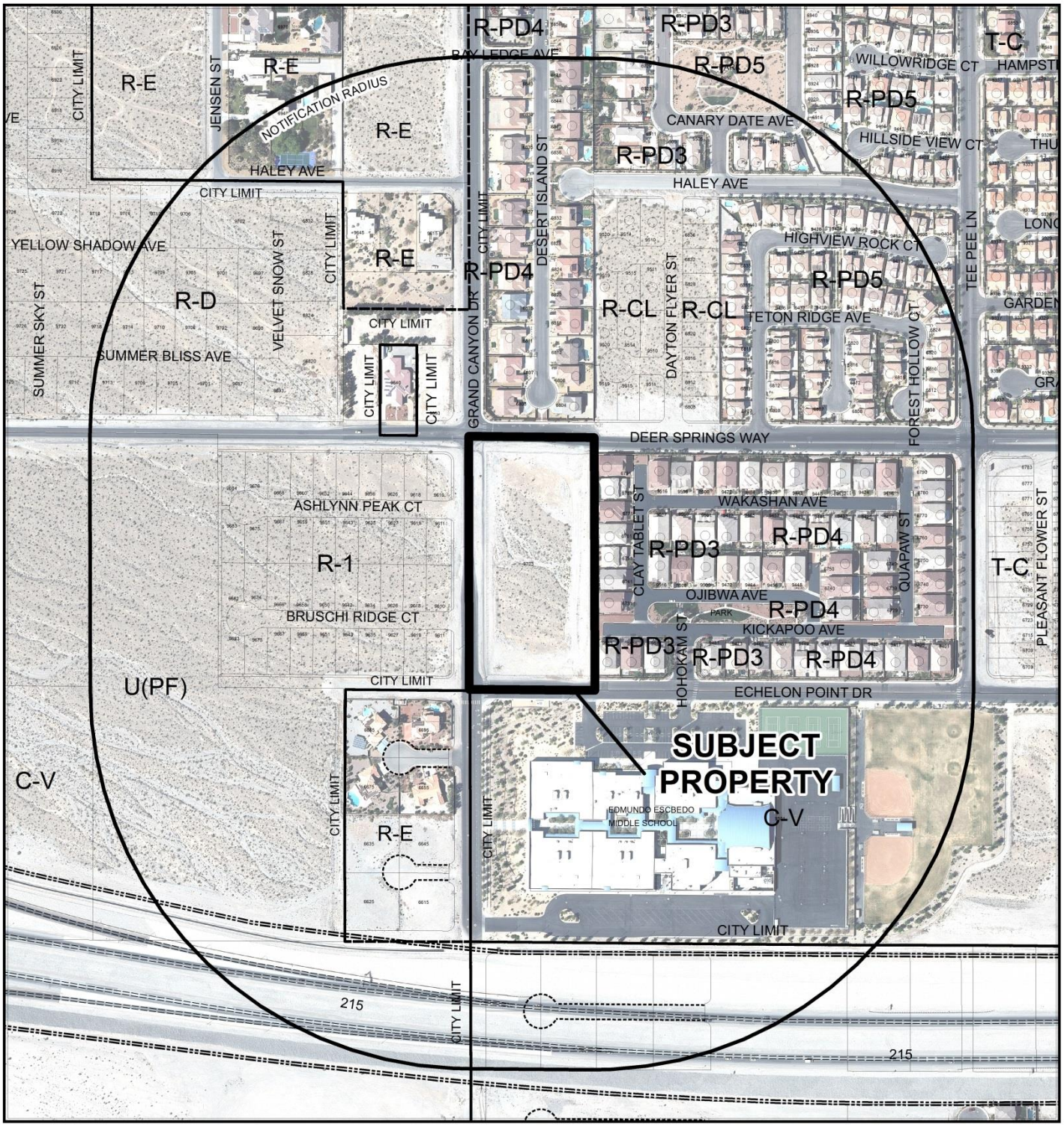
RADIUS: 1000 FEET

0 300 600 Feet

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N



CASE: **ZON-62349, WVR-62529 AND TMP-62355 (PRJ-62258)**

RADIUS: 1000 FEET

0 300 600 Feet

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [R (RURAL 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: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: RICHMOND AMERICAN HOMES - OWNER: GUANLAO CARLITO C AND D REVOCABLE LIVING TRUST

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-62349	Staff recommends APPROVAL.	
WVR-62529	Staff recommends APPROVAL, if approved subject to conditions:	ZON-62349
VAC-62354	Staff recommends APPROVAL, if approved subject to conditions:	
TMP-62355	Staff recommends APPROVAL, if approved subject to conditions:	ZON-62349 WVR-62529 VAC-62354

** CONDITIONS **

WVR-62529 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Vacation (VAC-62354) and Tentative Map (TMP-62355) shall be required, if approved.

2. This approval shall be void four (4) years from date of final approval, unless a building permit has been issued for new construction. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

YK

VAC-62354 CONDITIONS

Planning

1. The limits of this Petition of Vacation shall be the U.S. Government Patent Easements located adjacent to Assessor Parcel Number 125-19-701-001 as shown on the submitted exhibit for property generally located on the southeast corner of Deer Springs Way and Grand Canyon Drive.

2. The Order of Relinquishment shall record concurrent with the Final Map for this site.

3. All public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of an Order of Vacation.

4. The Order of Relinquishment of Interest shall not be recorded until all of the conditions of approval have been met provided, however, the conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way being vacated must be retained.

5. All development shall be in conformance with code requirements and design standards of all City Departments.

6. If the Order of Vacation (or Order of Relinquishment of Interest if a Patent Reservation) is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

TMP-62355 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. All development shall conform to the Conditions of Approval for Waiver (WVR-62529) and Vacation (VAC-62354) applications.

3. Street names must be provided in accordance with the City's Street Naming Regulations.

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. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and functioning prior to construction of any combustible structures.

6. All development is subject to the conditions of City Departments and State Subdivision Statutes.

Public Works

7. A petition of vacation, such as VAC-62354, to eliminate the City's interest in patent easements on this site shall record prior to or concurrent with the recordation of the Final Map for this site. Alternatively, the Final Map shall show the existing patent easements if it records prior to the Petition of Vacation.

8. Dedicate 40 feet of right-of-way for Deer Springs Way, 40 feet of right-of-way for Grand Canyon Drive, and 30 feet for Echelon Point Drive and dedicate a 40-foot radius at the southeast corner of Deer Springs Way and Grand Canyon Drive and a 20-foot radius at the northeast corner of Grand Canyon Drive and Echelon Point Drive. Additionally, grant a Traffic Signal Chord Easement at the southeast corner of Deer Springs Way and Grand Canyon Drive. Grant a Public Pedestrian Access Easement for all sidewalk areas located outside the public right-of-way. All dedications and easements shall be shown on the Final Map for this site.

9. Grant an Equestrian Trail Easement on Grand Canyon Drive. The trail shall be located within a common lot and be maintained by the Homeowner's Association.

10. Construct half street improvements on Deer Springs Way, Grand Canyon Drive, and Echelon Point Drive adjacent to this site concurrent with development of this site. Improvements on Deer Springs Way and Echelon Point Drive must match adjacent improvements to the east. Improvement on Grand Canyon Drive must meet Complete Street Standards and conform with Exhibit 3 of the Trails Element as required by the Department of Public Works and the Department of Planning. 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.

11. Construct a median in Echelon Point Drive meeting the approval of the City Traffic Engineer that allows left turns in and out of this site yet restricts U-turns on Echelon Point Drive concurrent with development of this site.

12. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for this Site Plan Prior to submittal of construction drawings for this site.

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. Submit an Encroachment Agreement for landscaping and private improvements in the Deer Springs Way, Grand Canyon Drive, and Echelon Point Drive public rights-of-way, if any, 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 applicant and any successors in interest to the property and assigns pursuant to the terms 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).

15. 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 or submittal of any construction drawings, 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.

16. As per Unified Development Code (UDC) 19.16.060.G, all requirements must be complied with or such future compliance must be guaranteed by an approved performance security method in accordance with UDC sections 19.02.130.C and 19.02.130.E.

17. 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

The applicant is requesting approval of a proposed 18-lot single-family, detached residential subdivision on five acres located at the southeast corner of Grand Canyon Drive and Deer Springs Way in Centennial Hills. The parcel is currently undeveloped. This project includes a request to Rezoning from U (Undeveloped) [R (Rural Density Residential) General Plan land use designation] to R-1 (Single Family Residential) zoning district; a Vacation of Patent Easements along the perimeter of the project; a Waiver of the 220 feet intersection distance separation requirement; and a Tentative Map. Staff supports the request to rezone the property, the Waiver, Vacation and Tentative Map applications. If denied, the parcel would remain zoned as U (Undeveloped) Zone [R (Rural Density Residential) General Plan land use designation] and undeveloped pending approval of a future entitlement.

REVISED UPDATE STATUS

Since this project was submitted by the owner of the property, a new developer has been retained. Richmond American Homes is no longer affiliated with the project. Pulte Homes is the new developer proposing to move this project forward. Pulte Homes is providing three new models for the project. These models are larger than the previous models and are two-story. The base price is nearly $200.000 more than the Richmond American Home models were starting from. The Sterling Model is 3,610 square feet and can be located on all 18 lots proposed. The Vittoria Model is 4,610 square feet and the Treviso Model is 4,246 square feet. These two models only fit on lots one through five, lot eight and lots fourteen through eighteen.

ISSUES

- A Waiver is required to allow a 193-foot external intersection offset, where 220 feet is the minimum distance separation required. Staff supports the request; and
- A Vacation is requested for Patent Easements located on the perimeter of the development and is no longer required. Staff supports this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/04/02	The City Council approved an Annexation (A-0038-02) containing approximately 495 acres in Wards 2, 4, 5 and 6, that included subject site. The Planning Commission and staff recommended approval.
01/22/14	Code Enforcement processed a notice (#137119) for a vacant lot being used as a road on the subject site. The case was resolved and closed on 2/25/14.
01/12/16	The Planning Commission voted [6-0] to hold this item in abeyance to the February 9, 2016 Planning Commission meeting.
02/09/16	The Planning Commission voted [7-0] to hold this item in abeyance to the March 8, 2016 Planning Commission meeting.
03/08/16	The Planning Commission unanimously voted to recommend approval on the following requests: 1) Rezoning (ZON-62349) from: U (Undeveloped) [R (Rural Density Residential) General Plan Land Use Designation] to R-1 (Single Family Residential) 2) Waiver (WVR-62529) to allow a 193foot External Intersection Offset where 220 feet is the minimum distance separation required 3) Vacation (VAC-62354) Petition to Vacate U.S. Government Patent Easements on the southeast corner of Deer Springs Way and Grand Canyon Drive 4) Tentative Map (TMP-62355) for a 18-Lot Single-Family Residential Subdivision on 5.00 acres at the southeast corner of Deer Springs Way and Grand Canyon Drive.
	The Planning Commission unanimously voted to withdraw without prejudice two Variance requests: VAR-62351 to allow a 10-foot front yard setback where 20 feet is required on lot nine of a proposed 18-lot residential subdivision and VAR-62352 to allow a 10-foot front yard setback where 20 feet is required on lot ten of a proposed 18-lot residential subdivision on 5.00 acres at the southeast corner of Deer Springs Way and Grand Canyon Drive.
04/20/16	The City Council voted to hold the following requests in abeyance to the June 15, 2016 City Council meeting. 1) Rezoning (ZON-62349) from: U (Undeveloped) [R (Rural Density Residential) General Plan Land Use Designation] to R-1 (Single Family Residential) 2) Waiver (WVR-62529) to allow a 193foot External Intersection Offset where 220 feet is the minimum distance separation required 3) Vacation (VAC-62354) Petition to Vacate U.S. Government Patent Easements on the southeast corner of Deer Springs Way and Grand Canyon Drive 4) Tentative Map (TMP-62355) for a 18-Lot Single-Family Residential Subdivision on 5.00 acres at the southeast corner of Deer Springs Way and Grand Canyon Drive.

Most Recent Change of Ownership	
10/07/99	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
03/15/11	A sign permit (#183388) was issued for a subdivision directional sign at 9519 West Deer Springs Way.
10/16/14	A sign permit (#271503) was issued for a temporary sign at 9587 West Deer Springs Way.

Pre-Application Meeting	
11/23/15	Staff met with the applicant and reviewed their proposal for an 18-lot residential subdivision. It was noted that an Equestrian Trail along Grand Canyon Drive would have to be installed. After the meeting, the applicant received the model homes to be offered and realized that they would not fit on lots nine or ten and Variances would be needed for each lot to allow a 10-foot front yard setback.

Neighborhood Meeting	
12/07/15	The applicant held a voluntary neighborhood meeting at the Centennial Hills YMCA. The meeting started at 6 p.m. and ended at 6:35 p.m. There were two applicants, eight members of the public and one City of Las Vegas staff member present. All members of the public in attendance were in favor of the project. The applicant indicated that the street pave date for Grand Canyon Drive and Deer Springs Way was going to be, weather permitting, on December 30th. The only outstanding issue was if the new street was going to be right in, right out, as a result of the existing bumper median on Echelon Point Drive.
02/24/16	The meeting started at 6 p.m. and ended at 6:20 p.m. No members of the public attended. There were two applicants and two City of Las Vegas staff members present. A Second voluntary meeting was held last night. The purpose of the meeting was to introduce the new developer (going from Richmond American Homes to Pulte Homes). Some changes to the plans will be forthcoming to include two-story models, where one-story was previously proposed. The models will be $200,000 more than the previous models as well. Minor changes to the lot lines on the Tentative Map will also be made. The two Variances for setbacks on Lots 9 and 10 will be withdrawn by the applicant as they are no longer needed. All revisions will be submitted by Monday February 29th.

Field Check	
12/03/15	Staff visited the site and took photographs. The parcel had a six-foot high non-permitted chain link fence securing it. There was a large residential development sign and two large poles from an older similar sign on the northwest portion of the site. It was noted that the proposed Sycamore Pines Street would be a right in and right out only at the intersection of Echelon Point Drive as there are barriers present to prevent such turns.

Details of Application Request	
Site Area	
Net Acres	5.07

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	R (Rural Density Residential)	U (Undeveloped) [R (Rural Density Residential) General Plan Designation]
North	Single Family, Detached	R (Rural Density Residential)	R-PD4 (Residential Planned Development – 4 Units per Acre)
South	Primary School, Public	PF (Public Facilities)	C-V (Civic)
East	Single Family, Detached	R (Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units per Acre)
West	Undeveloped	L (Low Density Residential)	R-1 (Single-Family Residential)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
No Applicable Special Purpose or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails (Equestrian)	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 Title 19.06.070, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	6,500 SF	6,955 SF	Y
Min. Lot Width	60 Feet	60 Feet	Y
Min. Setbacks			
• Front	20 Feet	10 Feet	Y
• Side	5 Feet	5 Feet	Y
• Corner	15 Feet	15 Feet	Y
• Rear	15 Feet	15 Feet	Y
Max. Lot Coverage	50 %	50 %	Y
Max. Building Height	35 Feet	20 Feet	Y
Mech. Equipment	Screened	Screened	Y

Existing Zoning	*Permitted Density*	*Units Allowed*
U (Undeveloped) [R (Rural Density Residential) General Plan Designation]	3.59 DUA	18
Proposed Zoning	***Permitted Density***	***Units Allowed***
R-1 (Single Family Residential)	3.59 DUA	18
General Plan	***Permitted Density***	***Units Allowed***
R (Rural Density Residential)	3.59 DUA	18

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Grand Canyon Drive	Secondary Collector	Planned Streets and Highways Map	80	Y
Deer Springs Way				
Echelon Point Drive	Minor Collector		60	
Sycamore Pines Street (Proposed)	Residential Street (Narrow Lot)	Title 19.04.220	47	Y

19.04.040 Connectivity		
Transportation Network Element	***# Links***	***# Nodes***
Internal Street	1	0
Intersection – Internal	0	0
Cul-de-sac Terminus	0	1
Intersection – External Street or Stub Terminus	0	0
Intersection – Stub Terminus w/ Temporary Turn Around Easements	0	0
Non-Vehicular Path - Unrestricted	.5	0
Total	1.5	1

YK

	Required	***Provided***
Connectivity Ratio (Links / Nodes):	**1.30**	**1.5**

Streetscape Standards	***Required***	***Provided***	***Compliance***
Grand Canyon Drive	A five-foot wide amenity area, ten-foot wide horse path and a five-foot wide landscape area.	A Five-foot wide amenity area, ten-foot wide horse path and a five-foot wide landscape area.	Y
Deer Springs Way	A three-foot wide amenity area and a five-foot wide sidewalk.	A six-foot wide amenity area and a five-foot wide sidewalk.	Y
Echelon Point Drive	A five-foot wide amenity area and a five-foot wide sidewalk.	A six-foot wide amenity area and a five-foot wide sidewalk.	Y
Sycamore Pines Street	A five-foot wide sidewalk	A five-foot wide sidewalk	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	
Single Family, Detached	18	2/Unit	36				
TOTAL SPACES REQUIRED			36		36		Y
Regular and Handicap Spaces Required			36	0	36	0	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
To maintain a minimum 220-foot distance separation between intersections.	To allow a 193-foot intersection offset between two intersections.	Approval

ANALYSIS

The subject request is to change the zoning designation of a tract of land located adjacent to the southeast corner of Deer Springs Way and Grand Canyon Drive from U (Undeveloped) [R (Rural Density Residential) General Plan designation] to R-1 (Single Family Residential) district. The request is permitted under the R (Rural Density Residential) General Plan land use designation. If approved, this project would promote Objective 2.6 of the General Plan: "to improve the amount and quality of infill development on vacant and underutilized lands within established areas of the city." The proposed Rezoning request would facilitate a permitted zoning district under the R (Rural Density Residential) land use designation.

The General Plan Land Use designation of R (Rural Density Residential) allows up to 3.59 dwelling units per acre and supports the requested R-1 (Single Family Residential) zoning district request. The surrounding residential developments are similar in scope and density. Staff finds that the R-1 (Single Family Residential) zoning district request can be supported as an appropriate district for the surrounding residential neighborhoods and recommends approval.

The Waiver request would allow the distance between the Grand Canyon Drive intersection and the proposed street (Sycamore Pines Street) intersection to be 193 feet, where the code requirement is to have a minimum of 220 feet. The increased volume of traffic during drop-off and pick-up times when the primary school, located on the south side of Echelon Point Drive, is open has created traffic concerns. A median of bumper wheel stops has been installed along Echelon Point Drive to prevent U-turns and other unsafe traffic movements to enhance the pedestrian safety. Sycamore Pines Street is designed to Title 19.04.220 Residential Street (Narrow Lot) standards and will be a public street.

The Department of Public Works has indicated that they have no objection to the Waiver, but notes that the reduced length proposed between intersections could cause the new intersection at Sycamore Pines Street and Echelon Point Drive to become blocked during high traffic times. As a result, staff supports the requested Waiver.

An equestrian trail is designated along the east side of Grand Canyon Way. The applicant is developing the trail to code requirements along the Grand Canyon Way frontage. Complete Street standards are also being installed along Deer Springs Way, Echelon Point Drive and the proposed Sycamore Pines Street right-of-way. The applicant is also exceeding the connectivity ratio by providing a pedestrian connection between the cul-de-sac on Sycamore Pines Street and Deer Springs Way.

The Department of Public Works submitted the following comments: "we have no objection to the vacation application request to relinquish the City's interests in U.S. Government Patent Reservations generally located on the southeast corner of Deer Springs Way and Grand Canyon Drive. This Vacation request should be sent to all the utilities however, as no right-of-way is proposed to be vacated, and thus no franchise rights are involved, it is not necessary to wait for responses from any of the public utilities or other parties interested in preserving a right in this patent easement. Since only City interests are involved; any utility company's interests will need to be addressed with each respective utility company and will not be affected by the City relinquishing its interest…"

The submitted east/west cross sections depict maximum natural grades greater than 2% across this site. Per the Tables in Subdivision Code 19.06.050 a development with natural slopes greater than 2%, is allowed a maximum six-foot retaining wall. There is one 5.5-foot high retaining wall shown along the west property line and a 3.56-foot retaining wall shown along the east property line. Both are in conformance with code requirements.

The submitted north/south cross section depicts maximum natural grades less than 2% across the site. Per the Tables in Subdivision Code 19.06.050, a development with natural slopes less than 2% is allowed a maximum four-foot retaining wall. There are three retaining walls shown in the north/south cross section, each one is approximately one-foot in height. Both are in conformance with code requirements.

The Clark County School District was provided an opportunity to comment on the proposed development. However, no comments were received that indicated either a favorable or unfavorable review of the proposed residential project.

The Tentative Map reflects an 18-lot single-family residential subdivision. The site is laid out along a public street, tentative named Sycamore Pines Street, terminating in a cul-de-sac. The applicant has provided a pedestrian connection to Deer Springs Way between lots nine and ten, which enables the proposed subdivision to exceed the connectivity ratio of 1.3.

The proposed lots range in size from 6,955 square feet to 10,011 square feet. Site access is proposed from Echelon Point Drive by way of a 47-foot wide public street (Sycamore Pines Street). No neighborhood parks are proposed, however 12,154 square feet, or 8.7% of open space via the two common elements, is being provided.

FINDINGS (ZON-62349)

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 to R-1 (Single Family Residential) conforms to the density range allowed by the existing R (Rural Density Residential) General Plan land use designation and supports Objective 2.6., that states: "to improve the amount and quality of infill development on vacant and underutilized lands within established areas of the city."

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 detached single-family residential use proposed on the subject property is proposed at an appropriate density with the surrounding properties and is therefore, compatible with the density uses and zoning designations of these surrounding properties. The average lot size for this proposed development is 8,483 square feet. This is larger than the average lot sizes to the east (6,000 square feet); the west (7,840 square feet) and the north (7,840 square feet).

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   From November 2014 to November 2015 there has been an 11.4% increase in the number of housing permits requested in the City of Las Vegas. The density and size of the lots proposed for the property to be rezoned will resemble the development pattern of surrounding properties. The proposed Rezoning is therefore appropriate.

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.**

   Access to the property is provided by Echelon Point Drive, identified as a 60-foot Minor Collector Street on the Master Plan of Streets and Highways. This right-of-way is adequate to meet the traffic demands of the proposed single-family residential development.

FINDINGS (WVR-62529)

Public Works has no immediate concerns with the requested Waiver of intersection offset distance. Traffic counts at the affected intersections are expected to be low, and the separation distance is sufficient to minimize traffic conflicts. However, the location of a primary school with a history of high traffic counts and backed-up streets would indicate that a reduction in the intersection offset may cause the proposed street intersection to be blocked during the peak drop-off and pick-up times while the school is open.

FINDINGS (VAC-62354)

Staff has no objection to the vacation of this Patent Easement, as the easements are no longer required. Staff recommends approval with conditions.

FINDINGS (TMP-62355)

The proposed Tentative Map conforms to Nevada Revised Statutes. However, the project requires a Waiver from Title 19 Development Standards. Staff supports both the Waiver and the Tentative Map requests and recommends approval, subject to conditions.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

32 - VAC-62354
33 - ZON-62349, WVR-62529 & TMP-62355

NOTICES MAILED

183 - ZON-62349 & WVR-62529 (By City Clerk)
9 - VAC-62354 (By City Clerk)
183 - TMP-62355 (By City Clerk)

APPROVALS

2 - ZON-62349
3 - WVR-62529
0 - VAC-62354
2 - TMP-62355

PROTESTS

2 - ZON-62349
1 - WVR-62529
0 - VAC-62354
3 - TMP-62355

YK

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-62349 APN: 125-19-701-001

Name of Property Owner: Carlito & Dorothy Guanlao Trust

Name of Applicant: Richmond American Homes of Nevada, Inc.

Name of Representative: Slater Hanifan Group

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Carlito C. Guanlao

Print Name: CARLITO C. GUANLAO

Subscribed and sworn before me

This 11 day of NOV, 2015

Notary Public in and for said County and State

BILL LENHART
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 93-4139-1
My Appt. Expires Sept. 3, 2017

PRJ-62258
11/25/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Zone Change

Project Address (Location) Deer Springs/Grand Canyon

Project Name Connor Hills East **Proposed Use** Residential

Assessor's Parcel #(s) 125-19-701-001 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing U proposed R-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 5 **Lots/Units** 18 **Density** 3.6 du/acre

Additional Information _____

PROPERTY OWNER Carlito & Dorothy Guanlao Trust **Contact** Carlito C. Guanlao

Address 3442 Commendation Dr. **Phone:** _____ **Fax:** _____

City Las Vegas **State** Nevada **Zip** 89117

E-mail Address _____

APPLICANT Richmond American Homes **Contact** Brian Walsh

Address 7770 South Dean Martin Drive, Suite 308 **Phone:** (702) 617-8422 **Fax:** _____

City Las Vegas **State** Nevada **Zip** 89139

E-mail Address _____

REPRESENTATIVE Slater Hanifan Group **Contact** Chelsea Jensen

Address 5740 S. Arville St. # 216 **Phone:** (702) 284-5300 **Fax:** (702) 284-5399

City Las Vegas **State** Nevada **Zip** 89118

E-mail Address cjensen@shg-inc.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* Carlito C. Guanlao

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name CARLITO C. GUANLAO

Subscribed and sworn before me

This 11 day of NOV, 20 15.

BLL

Notary Public in and for said County and State

BILL LENHART
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 93-4139-1
My Appt. Expires Sept. 3, 2017

FOR DEPARTMENT USE ONLY

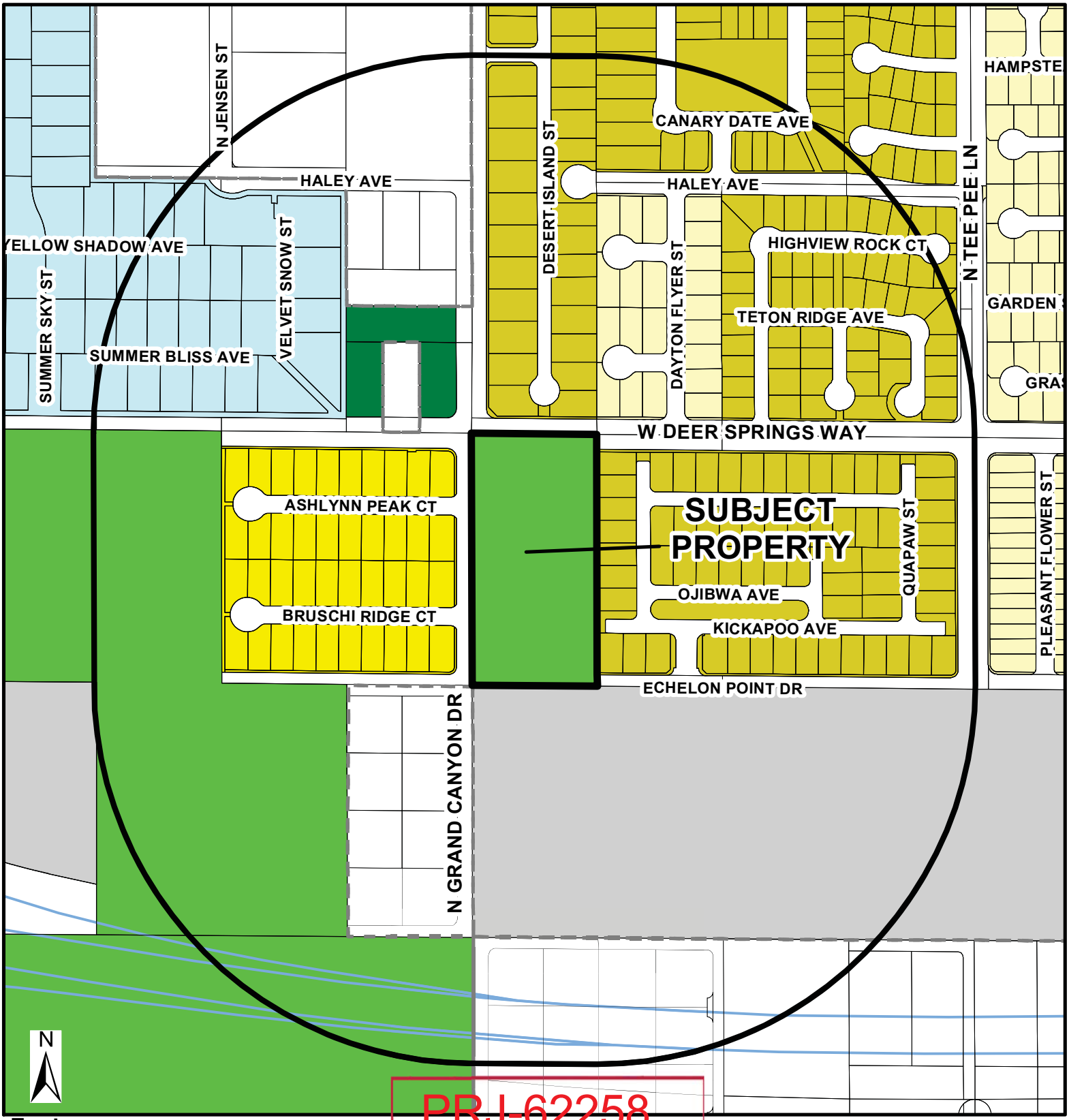
Case #	ZON-62349
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

*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-62258
11/25/15

Revised 10/27/08

ZON-62349



PRJ-62258
12/01/15

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-62349

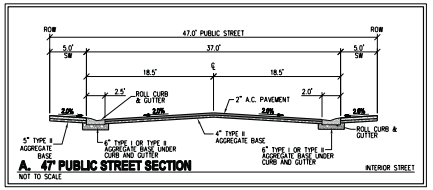
- Subject Property
- 1000ft Buffer
- City Limits

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

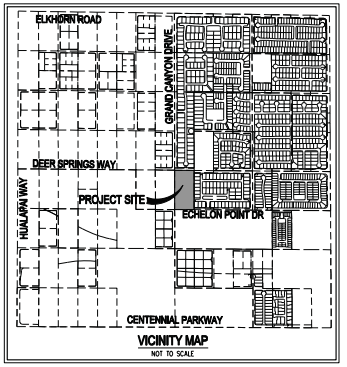
Date: Tuesday, December 01, 2015

RICHMOND AMERICAN HOMES

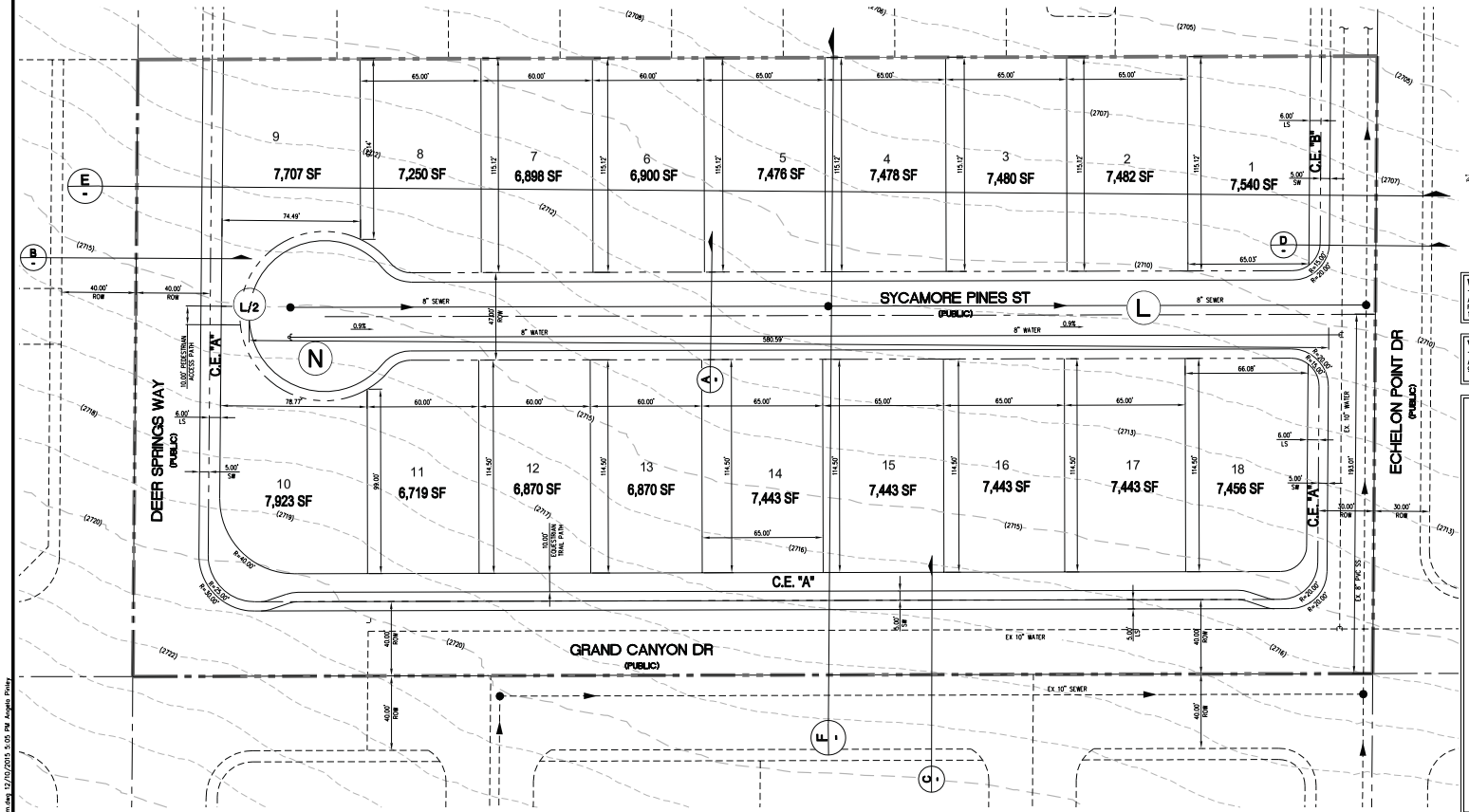
TENTATIVE MAP
FOR
CONNOR HILLS 2
A SINGLE FAMILY RESIDENTIAL COMMUNITY
LOCATED IN CITY OF LAS VEGAS, NEVADA
APN 125-19-701-001

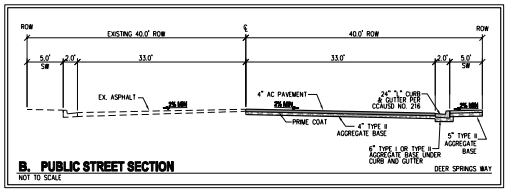


A. 47' PUBLIC STREET SECTION
NOT TO SCALE

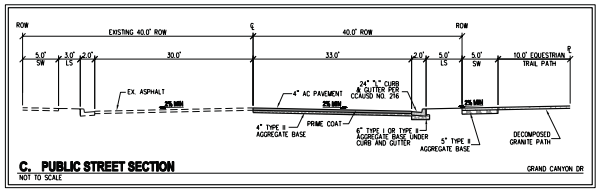


VICINITY MAP
NOT TO SCALE

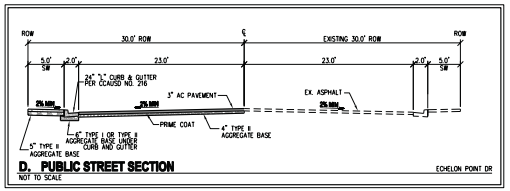




B. PUBLIC STREET SECTION
NOT TO SCALE



C. PUBLIC STREET SECTION
NOT TO SCALE



D. PUBLIC STREET SECTION
NOT TO SCALE

WAIVER NOTE
AN INTERSECTION OFFSET WAIVER IS BEING REQUESTED FROM GRAND CANYON DRIVE TO THE SUBDIVISION ENTRANCE FOR 193'.

VARIANCE NOTE
A FRONT SETBACK VARIANCE OF 10' FOR LOTS 9 AND 10 IS BEING REQUESTED.

NOTES
1. THERE ARE NO KNOWN FAULTS OR FISSURES LOCATED ADJACENT TO OR WITHIN THE BOUNDARIES OF THIS SUBDIVISION TO BE VERIFIED BY THE GEOTECHNICAL ENGINEER.
2. THERE ARE NO KNOWN GROUNDWATER DEPTHS WITHIN 20 FEET OF THE EXISTING GROUND SURFACE.
3. THERE WILL BE AN HOA AND CC&R'S ESTABLISHED FOR THIS SUBDIVISION.
4. LANDSCAPE EASEMENTS AND COMMON LOTS WILL BE MAINTAINED BY HOA.
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6. TRAFFIC ACCESS SHALL BE VIA ECHELON POINT DR.
7. EASEMENTS REQUIRED FOR STORM DRAIN, DRY UTILITIES, SANITARY SEWER, AND POTABLE WATER SHALL BE GRANTED ON THE FINAL MAP.
8. WATER TO SERVICE THIS PROJECT WILL BE SUPPLIED BY AN EX. 10" WATER MAIN ON ECHELON POINT DR.
9. SEWER SERVICE FOR THIS PROJECT WILL BE SUPPLIED BY THE EX. 8" SEWER LINE ON ECHELON POINT DR.
10. THE SITE SLOPES ARE LESS THAN 12% STREET GRADES WILL BE LESS THAN 5%.
11. THIS PROJECT IS NOT WITHIN A 100 YEAR FEMA SPECIAL FLOOD HAZARD AREA.
12. THERE ARE NO EXISTING STRUCTURES ON THE PROPERTY.
13. THIS PROJECT IS NOT PART OF A MASTER PLAN.
14. REQUIRED STREETLIGHTS WILL BE PROVIDED ALONG THE FRONTAGE

LEGEND
- BOUNDARY LINE
- ROADWAY CENTERLINE
- EASEMENT
- RIGHT-OF-WAY
- PROPERTY LINE
- EDGE OF PAVEMENT (EP)
- 2800 EXISTING CONTOUR (5-FT)

SCALE – 1"=30' FEET

PROJECT INFORMATION

EXISTING ZONING:	U(R)
EXISTING LANDUSE:	R
PROPOSED ZONING:	R-1
ACREAGE (GROSS):	5.07 AC
ACREAGE (NET):	3.2 AC
TOTAL DWELLING UNITS:	18
TOTAL COMMON ELEMENTS:	2
TYP. LOT SIZE:	60' x 116'
MIN. LOT WIDTH	60'
MIN. LOT SQFT	6,955 SF
MAX LOT SQFT	10,011 SF
DENSITY (GROSS ACREAGE):	3.55 DU/AC
MAX. LOT COVERAGE:	50%

CONNECTIVITY
(N) NODES = 1
(L) LINKS = 1
(LR) LINKS PEDESTRIAN/BICYCLE (.5 LINK) = .5
MINIMUM CONNECTIVITY RATIO IN R-1 = 1.3
CONNECTIVITY INDEX = LINKS/NODES
CONNECTIVITY INDEX = 1.5/1
CONNECTIVITY INDEX = 1.5

ESTIMATED AVERAGE DAILY SEWER CONTRIBUTIONS
18 UNITS X 250 GPD/UNITS=4500 GPD
TOTAL AVERAGE CONTRIBUTION=4,500 GPD=0.0045 MGD
TOTAL PEAK FLOW=0.0045 MGD X 4.07 (PEAK FACTOR) =0.0183 MGD

UTILITY SERVICES BY

WATER	LAS VEGAS VALLEY WATER DISTRICT
SEWER	CITY OF LAS VEGAS
TRASH	REPUBLIC SERVICES OF SOUTHERN NEVADA
POWER	NV ENERGY
TELEPHONE	CENTURYLINK
GAS	SOUTHWEST GAS COMPANY

SETBACKS (R-1)

FRONT	20' *10'
REAR	15' 5' TO PATIO
SIDE	INTERIOR 5' CORNER 15'

* VARIANCE REQUESTED FOR LOTS 9 & 10 ONLY

OWNERS
APN: 125-19-701-001
G SPRING LLC
8315 W SUNSET ROAD
LAS VEGAS, NV 89148

DEVELOPER
RICHMOND AMERICAN HOMES
7770 S. DEAN MARTIN DR.
SUITE 308
LAS VEGAS, NV 89139
PH (702) 617-8400

ENGINEER
SLATER HANIFAN GROUP
5740 S. ARVILLE ST SUITE 216
LAS VEGAS, NV 89118
PH (702) 284-5300
FX (702) 284-5399

PRJ-62258

LEGAL DESCRIPTION
THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M. CLARK COUNTY, NEVADA.

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

NO.	DESCRIPTION	DATE	BY	APP.	APP. DATE

CITY OF LAS VEGAS, NEVADA

RICHMOND AMERICAN HOMES
CONNOR HILLS 2
TENTATIVE MAP

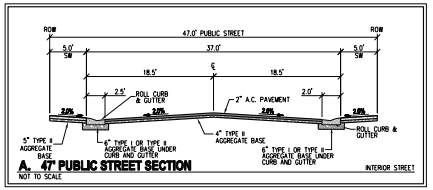
DATE: 12/10/15
DRAFTER: KCM
DESIGNER: EML
CHECKED: ARP
PROJECT NO.
RAH1516

TM-1
SHEET 1 OF 2

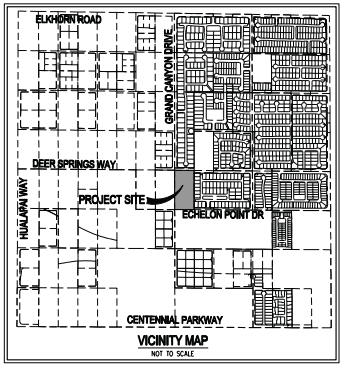
ZON-62349, WVR-62529, VAC-62354 and TMP-62355 - REVISED

RICHMOND AMERICAN HOMES

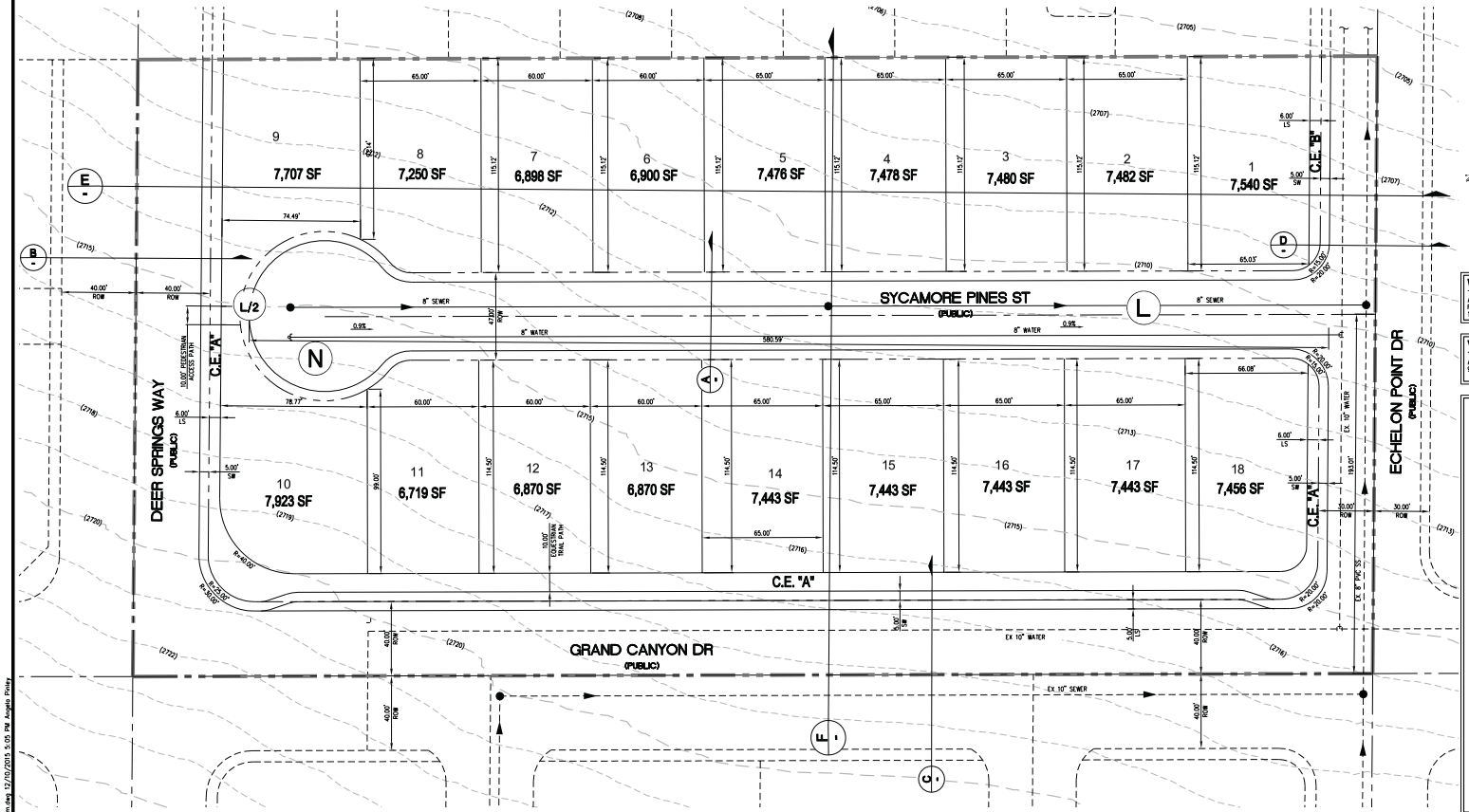
TENTATIVE MAP
FOR
CONNOR HILLS 2
A SINGLE FAMILY RESIDENTIAL COMMUNITY
LOCATED IN CITY OF LAS VEGAS, NEVADA
APN 125-19-701-001

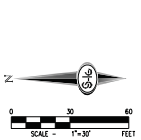


A. 47' PUBLIC STREET SECTION
NOT TO SCALE



VICINITY MAP
NOT TO SCALE





LEGEND
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- ROADWAY CENTERLINE
- EASEMENT
- RIGHT-OF-WAY
- PROPERTY LINE
- EDGE OF PAVEMENT (EP)
- 2800 EXISTING CONTOUR (5-FT)

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APN: 125-19-701-001
G SPRING LLC
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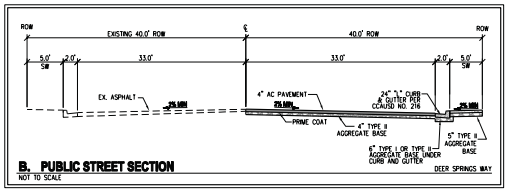
LAS VEGAS, NV 89148

DEVELOPER
RICHMOND AMERICAN HOMES
7770 S. JEAN MARTIN DR.
SUITE 308
LAS VEGAS, NV 89139
PH (702) 617-8400

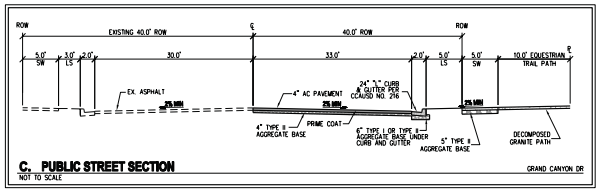
ENGINEER
SLATER HANIFAN GROUP
5740 S. ARVILLE ST SUITE 216
LAS VEGAS, NV 89118
PH (702) 284-5300
FX (702) 284-5399

LEGAL DESCRIPTION
~~LOT 1 OF~~
THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M. CLARK COUNTY, NEVADA.

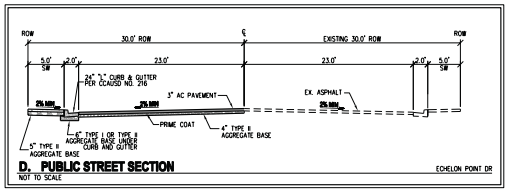
PRJ-62258



B. PUBLIC STREET SECTION
NOT TO SCALE



C. PUBLIC STREET SECTION
NOT TO SCALE



D. PUBLIC STREET SECTION
NOT TO SCALE

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

NO.	DESCRIPTION	DATE	BY	APP.	APP. DATE

CITY OF LAS VEGAS, NEVADA

RICHMOND AMERICAN HOMES

CONNOR HILLS 2
TENTATIVE MAP

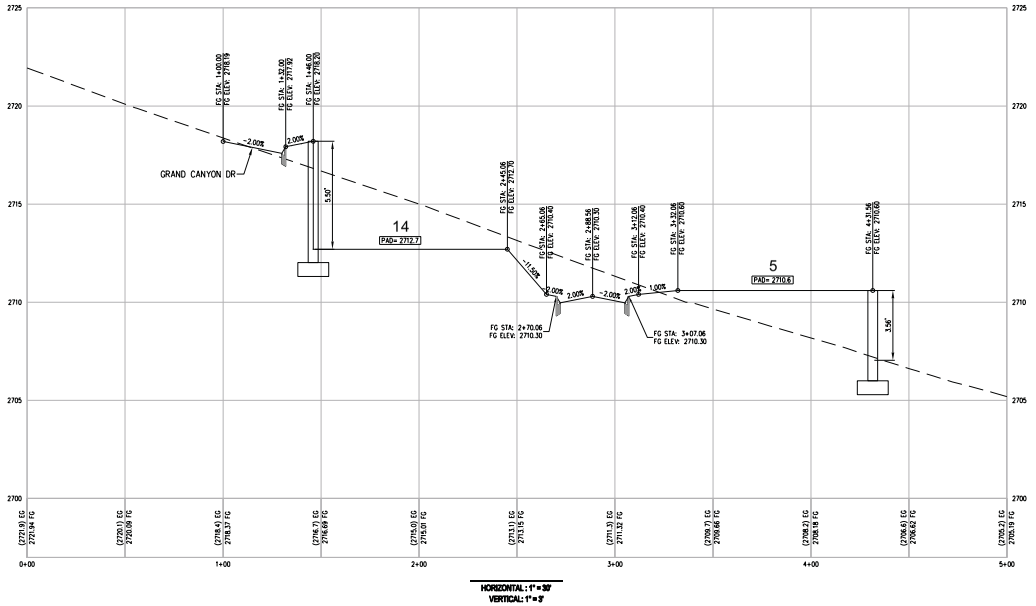
DATE: 12/10/15
DRAFTER: KCM
DESIGNER: EML
CHECKED: ARP
PROJECT NO.
RAH1516

TM-1
SHEET 1 OF 2

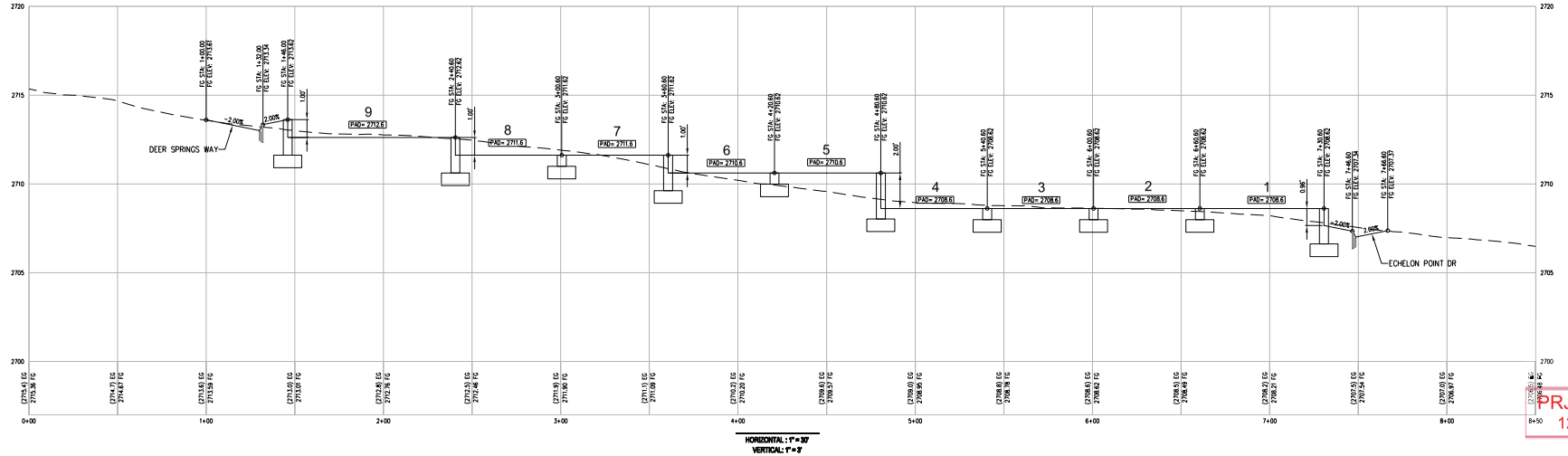
J:\rah1516_connor hills 2\dwg\entitlements\135210 rah1516 tm.dwg 12/10/2015 5:05 PM Angela Pinkey

TMP-62355 - REVISED

F. WEST-EAST PROFILE



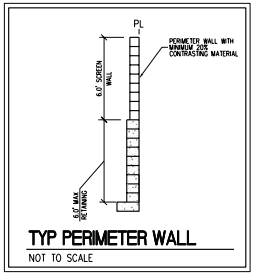
E. NORTH-SOUTH PROFILE

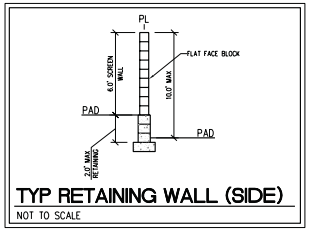


RICHMOND AMERICAN HOMES

TENTATIVE MAP
FOR
CONNOR HILLS 2

A SINGLE FAMILY RESIDENTIAL COMMUNITY
LOCATED IN CITY OF LAS VEGAS, NEVADA
APN 125-19-701-001





SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
6740 S. ARVILLE STREET #314, LAS VEGAS, NV 89118
PHONE (702) 284-4300 FAX (702) 284-4309

NO.	DESCRIPTION	DATE	BY	APP. DATE	APP.

CITY OF LAS VEGAS, NEVADA

RICHMOND AMERICAN HOMES
CONNOR HILLS 2
TENTATIVE MAP

DATE: 12/10/15
DRAFTER: EML
DESIGNER: TJS
CHECKED: TJS
PROJECT NO.
RAH1516

TM-2
SHEET 2 OF 2

PRJ-62258
12/14/15

TMP-62355 - REVISED

Series 3 at The Cove

Treviso
5542-1
2214.400

PRELIMINARY



Elevation 'A'



Elevation 'B'
Shown w/ Stone

PRJ-62258
02/29/16

DRAWING NOT TO SCALE

Dimensions shown are approximate. Location, size, and construction of doors, windows, walls, fireplaces, and any other items depicted may vary depending on elevation preference or choice of options and are subject to change without notice. Owing to normal construction tolerances, the room sizes shown may vary slightly.

(c) Copyright 2015 PulteGroup, Inc.

EQUAL HOUSING OPPORTUNITY

WIDTH	55'-0"	ZONE		SQ FTG	4,246
DEPTH	70'- 8 1/2"	West		November 9, 2015 04:23 PM	

ZON-62349, WVR-62259, VAC-62354 & TMP-62355 REVISED

Series 3 at The Cove

Treviso
5542-1
2214.400

PRELIMINARY



Elevation 'C'
Shown w/ Stone

PRJ-62258
02/29/16

DRAWING NOT TO SCALE

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(c) Copyright 2015 PulteGroup, Inc.

EQUAL HOUSING OPPORTUNITY

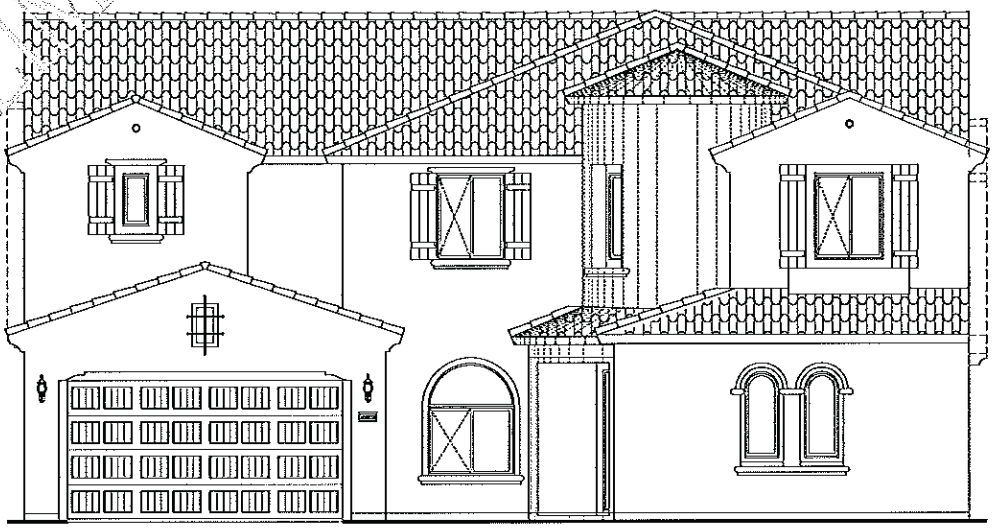
WIDTH	55'-0"	ZONE		SQ FTG	4,246
DEPTH	70'-8 1/2"	West		November 9, 2015 04:23 PM	

ZON-62349, WVR-62259, VAC-62354 & TMP-62355 - REVISED

Series 3 at The Cove

Vittoria
5545-1
2215.400

PRELIMINARY



Elevation 'A'



Elevation 'B'
Shown w/ Stone

PRJ-62258
02/29/16

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(c) Copyright 2015 PulteGroup, Inc.

EQUAL HOUSING OPPORTUNITY

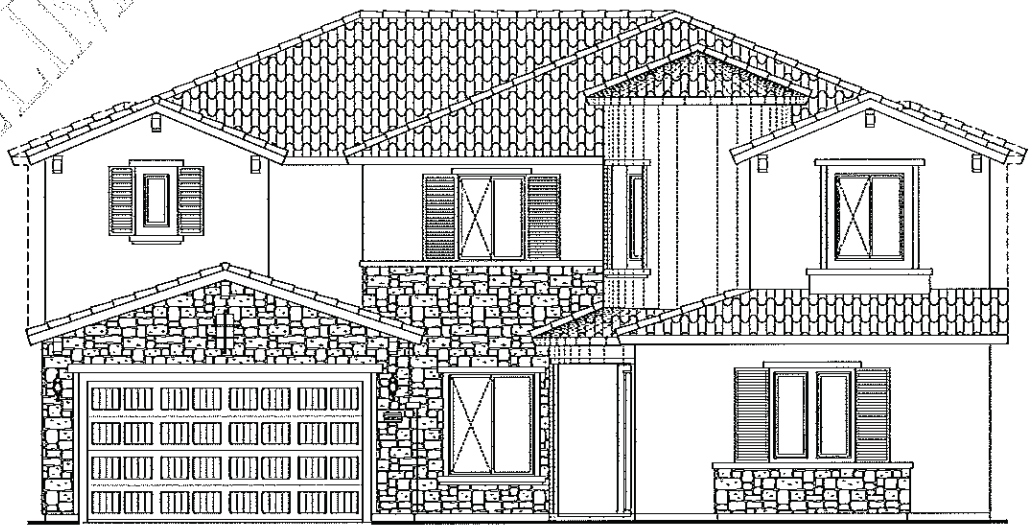
WIDTH	55'-0"	ZONE		SQ FTG	4,610
DEPTH	70'-0"	West		November 9, 2015 04:32 PM	

ZON-62349, WVR-62259, VAC-62354 & TMP-62355 - REVISED

Series 3 at The Cove

Vittoria
5545-1
2215.400

PRELIMINARY



Elevation 'C'
Shown w/ Stone

PRJ-62258
02/29/16

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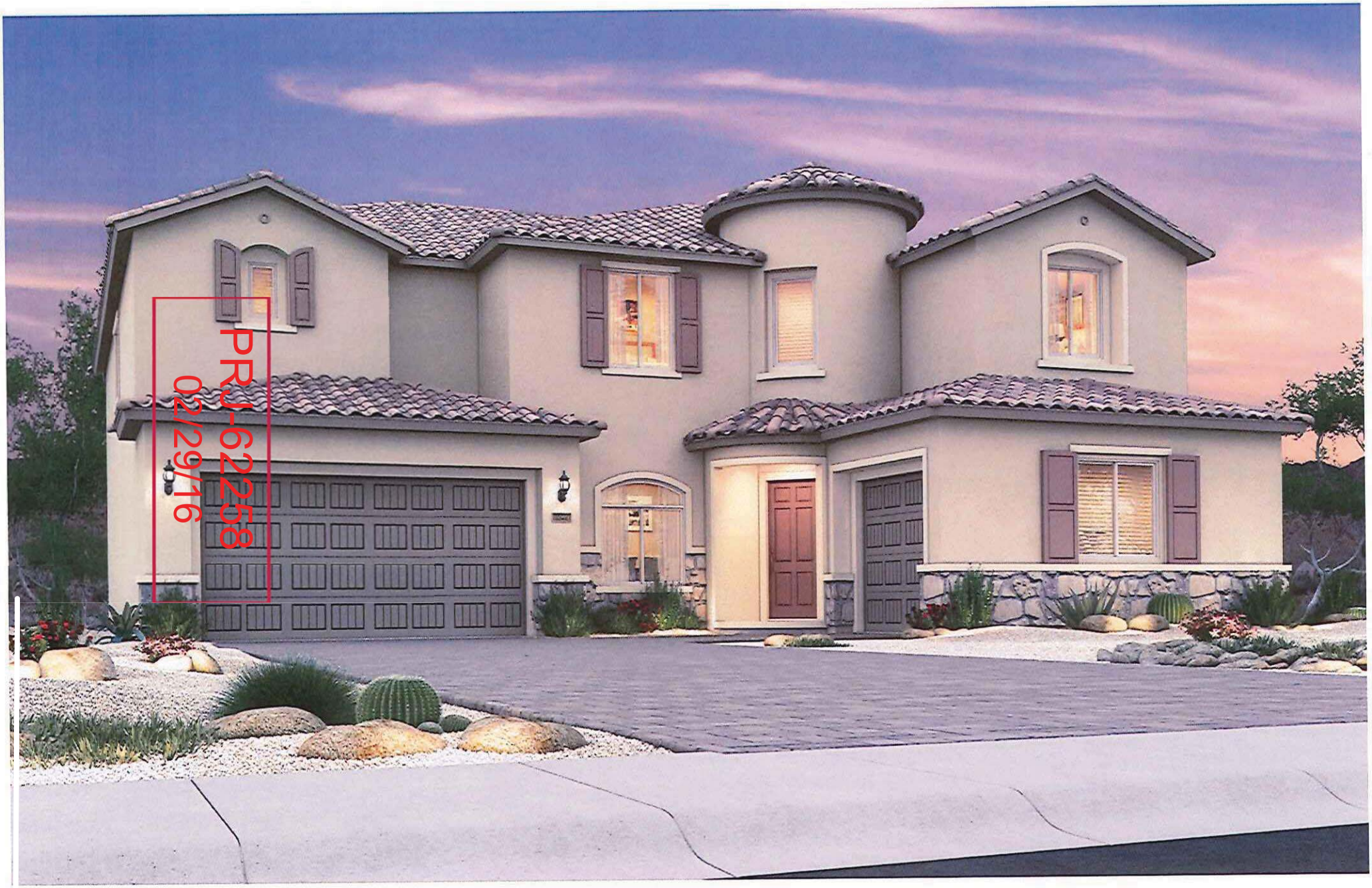
EQUAL HOUSING OPPORTUNITY

WIDTH	55'-0"	ZONE		SQ FTG	4,610
DEPTH	70'-0"	West		November 9, 2015 04:32 PM	

ZON-62349, WVR-62259, VAC-62354 & TMP-62355 - REVISED



ZON-62349, WVR-62259, VAC-62354 & TMP-62355 - REVISED



ZON-62349, WVR-62259, VAC-62354 & TMP-62355 - REVISED



ZON-62349, WVR-62259, VAC-62354 & TMP-62355 - REVISED



ZON-62349, WVR-62259, VAC-62354 & TMP-62355 - REVISED

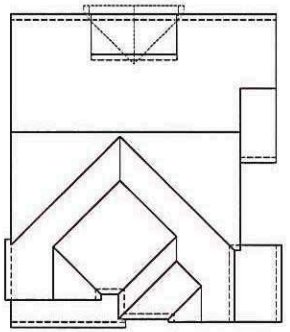


ZON-62349, WVR-62259, VAC-62354 & TMP-62355 - REVISED

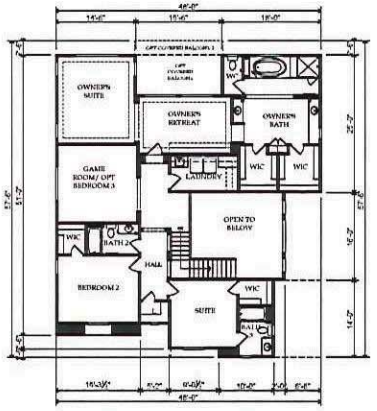


Front Elevation 'A' - Spanish

COLORS IN THIS RENDERING MAY NOT BE ACCURATELY REPRESENTED DUE TO PRINTING. PLEASE REFER TO THE ACTUAL PAINT CHIPS IN THE DECK/BOX.



Roof Plan



Second Floor Plan



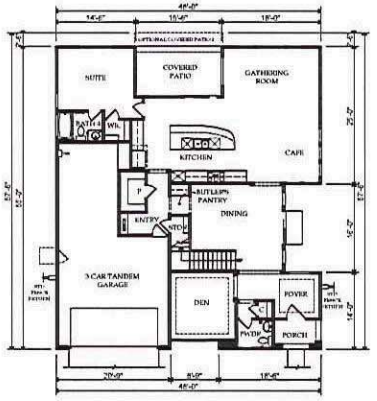
Left Elevation



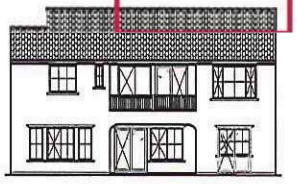
Rear Elevation



Right Elevation



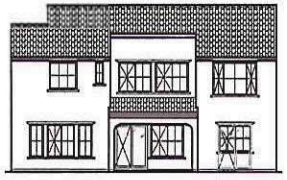
First Floor Plan



Rear Elevation w/ Optional Covered Balcony



Right Elevation w/ Optional Covered Patio 2



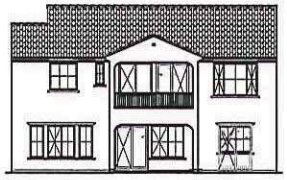
Rear Elevation w/ Optional Covered Patio 2



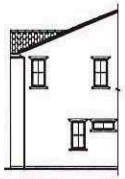
Left Elevation w/ Optional Covered Patio 2



Right Elevation w/ Optional Covered Balcony 2



Rear Elevation w/ Optional Covered Balcony 2



Left Elevation w/ Optional Covered Balcony 2

PRJ-62258
03/01/16

4836-1 ■ 3,612 SQ. FT.

STERLING

(c) Copyright 2015 PulteGroup, Inc.

03/09/2015

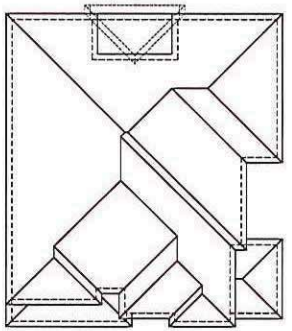
ELEVATION 'A'

ZON-62349, WVR-62259, VAC-62354 & TMP-62355 - REVISED

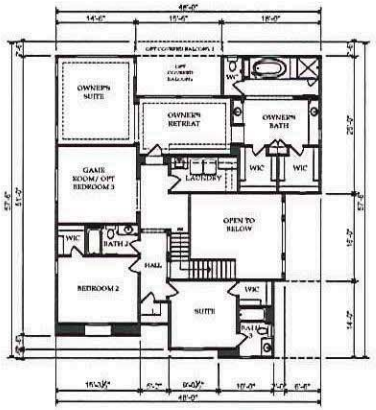


Front Elevation 'B' - Mediteranean

COLORS ON THIS RENDERING MAY NOT BE ACCURATELY REPRESENTED DUE TO PRINTING. PLEASE REFER TO THE ACTUAL PAINT CHIPS IN THE DR PACKAGE.



Roof Plan



Second Floor Plan

PRJ-62258
03/01/16



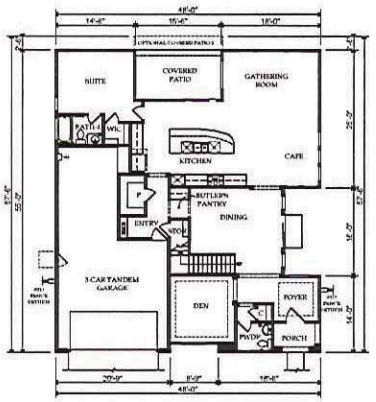
Left Elevation



Rear Elevation



Right Elevation



First Floor Plan



Rear Elevation w/ Optional Covered Balcony

Right Elevation w/ Optional Covered Patio 2



Rear Elevation w/ Optional Covered Patio 2



Left Elevation w/ Optional Covered Patio 2



Right Elevation w/ Optional Covered Balcony 2



Rear Elevation w/ Optional Covered Balcony 2



Left Elevation w/ Optional Covered Balcony 2

4836-1 ■ 3,612 SQ. FT.

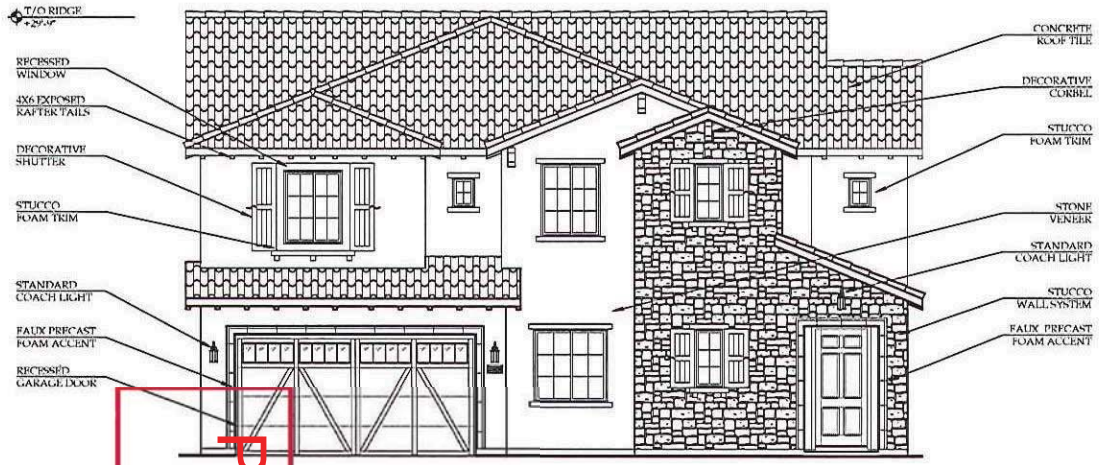
STERLING

(c) Copyright 2015 PulteGroup, Inc.

03/09/2015

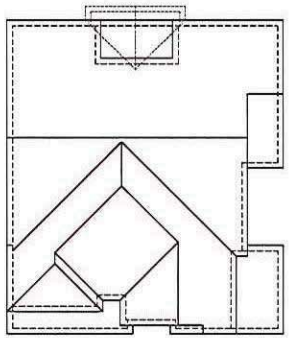
ELEVATION 'B'

ZON-62349, WVR-62259, VAC-62354 & TMP-62355 - REVISED

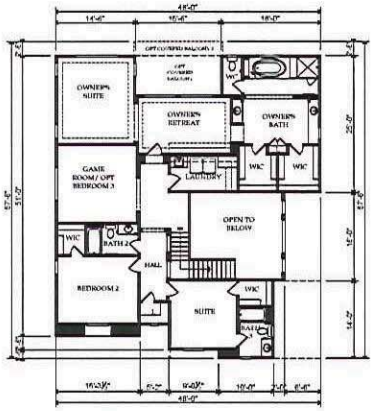


Front Elevation 'C' - Tuscan

COLORS ON THIS RENDERING MAY NOT BE ACCURATELY REPRESENTED DUE TO PRINTING. PLEASE REFER TO THE ACTUAL PAINT CHIPS IN THE DR PACKAGE.



Roof Plan



Second Floor Plan

PRJ-62258
03/01/16



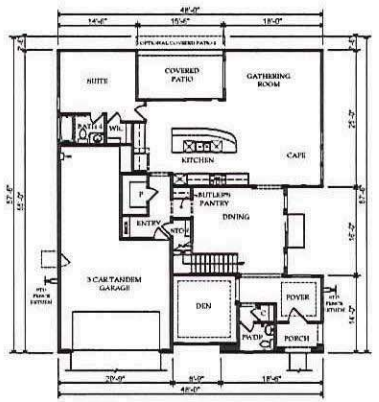
Left Elevation



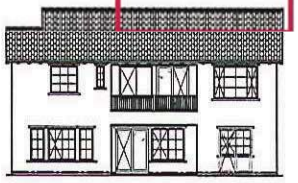
Rear Elevation



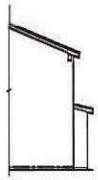
Right Elevation



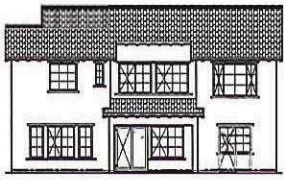
First Floor Plan



Rear Elevation w/ Optional Covered Balcony



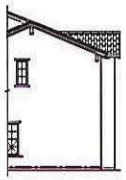
Right Elevation w/ Optional Covered Patio 2



Rear Elevation w/ Optional Covered Patio 2



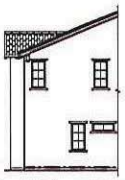
Left Elevation w/ Optional Covered Patio 2



Right Elevation w/ Optional Covered Balcony 2



Rear Elevation w/ Optional Covered Balcony 2



Left Elevation w/ Optional Covered Balcony 2

4836-1 ■ 3,612 SQ. FT.

STERLING

(c) Copyright 2015 PulteGroup, Inc.

03/09/2015

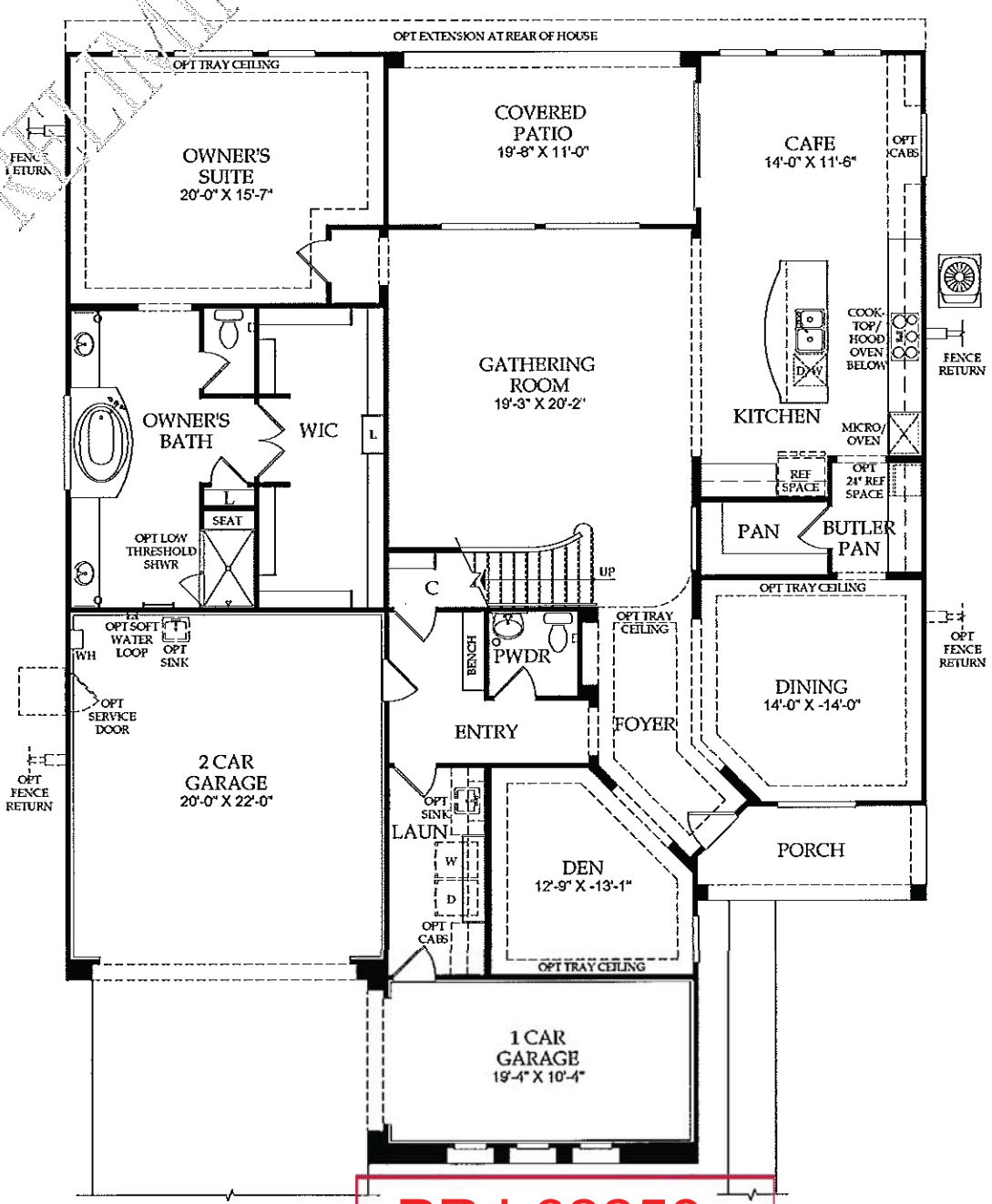
ELEVATION 'C'

ZON-62349, WVR-62259, VAC-62354 & TMP-62355 - REVISED

Series 3 at The Cove

Treviso
5542-1
2214.400

PRELIMINARY



PRJ-62258
02/29/16

First Floor Plan - Elevation 'A'

DRAWING NOT TO SCALE

Dimensions shown are approximate. Location, size, and construction of doors, windows, walls, fireplaces, and any other items depicted may vary depending on elevation preference or choice of options and are subject to change without notice. Owing to normal construction tolerances, the room sizes shown may vary slightly.

(c) Copyright 2015 PulteGroup, Inc.

EQUAL HOUSING OPPORTUNITY

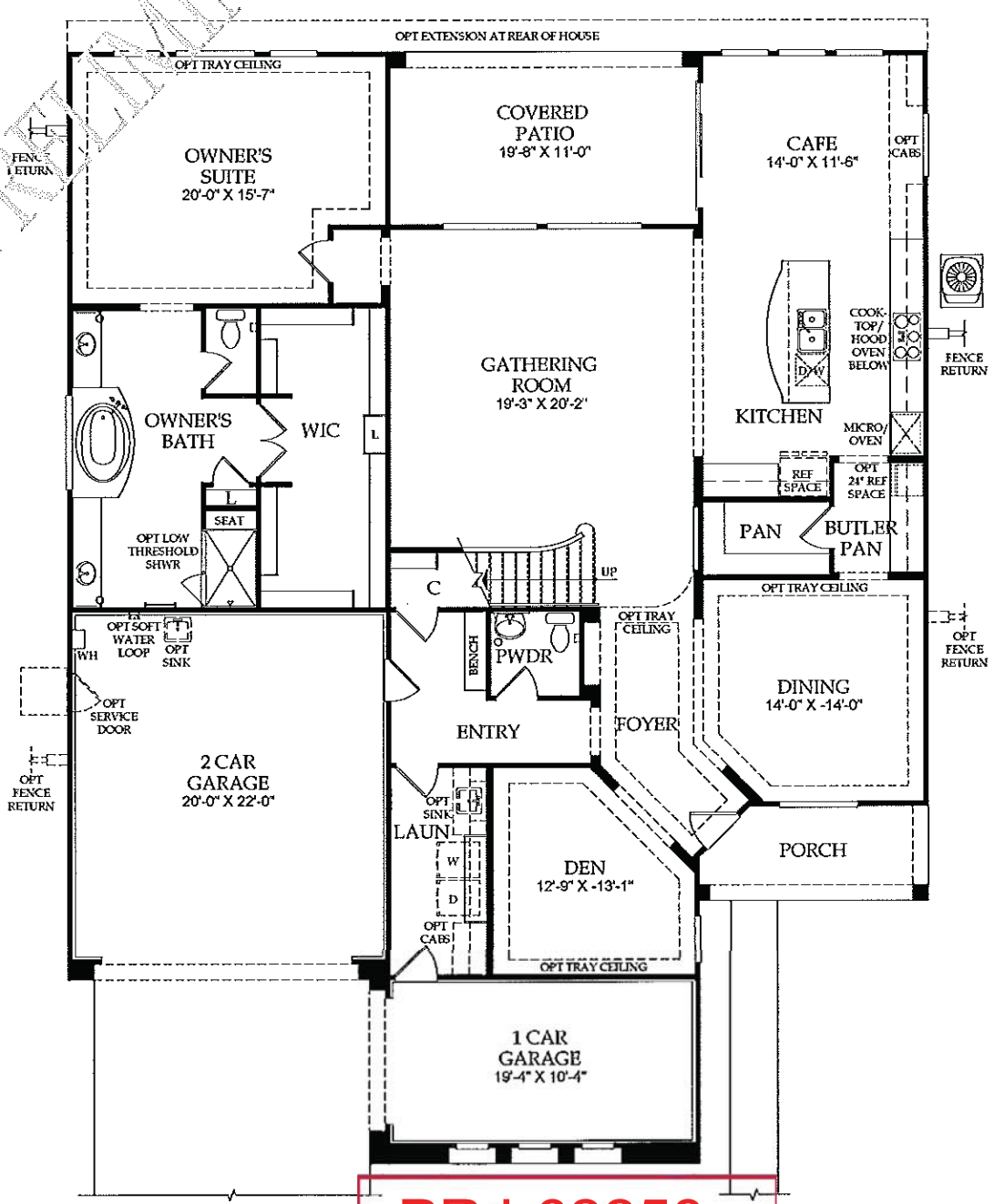
WIDTH	55'-0"	ZONE		SQ FTG	4,246
DEPTH	70'- 8 1/2"	West		November 9, 2015 04:23 PM	

ZON-62349, WVR-62259, VAC-62354 & TMP-62355 - REVISED

Series 3 at The Cove

Treviso
5542-1
2214.400

PRELIMINARY



PRJ-62258
02/29/16

First Floor Plan - Elevation 'A'

DRAWING NOT TO SCALE

Dimensions shown are approximate. Location, size, and construction of doors, windows, walls, fireplaces, and any other items depicted may vary depending on elevation preference or choice of options and are subject to change without notice. Owing to normal construction tolerances, the room sizes shown may vary slightly.

(c) Copyright 2015 PulteGroup, Inc.

EQUAL HOUSING OPPORTUNITY

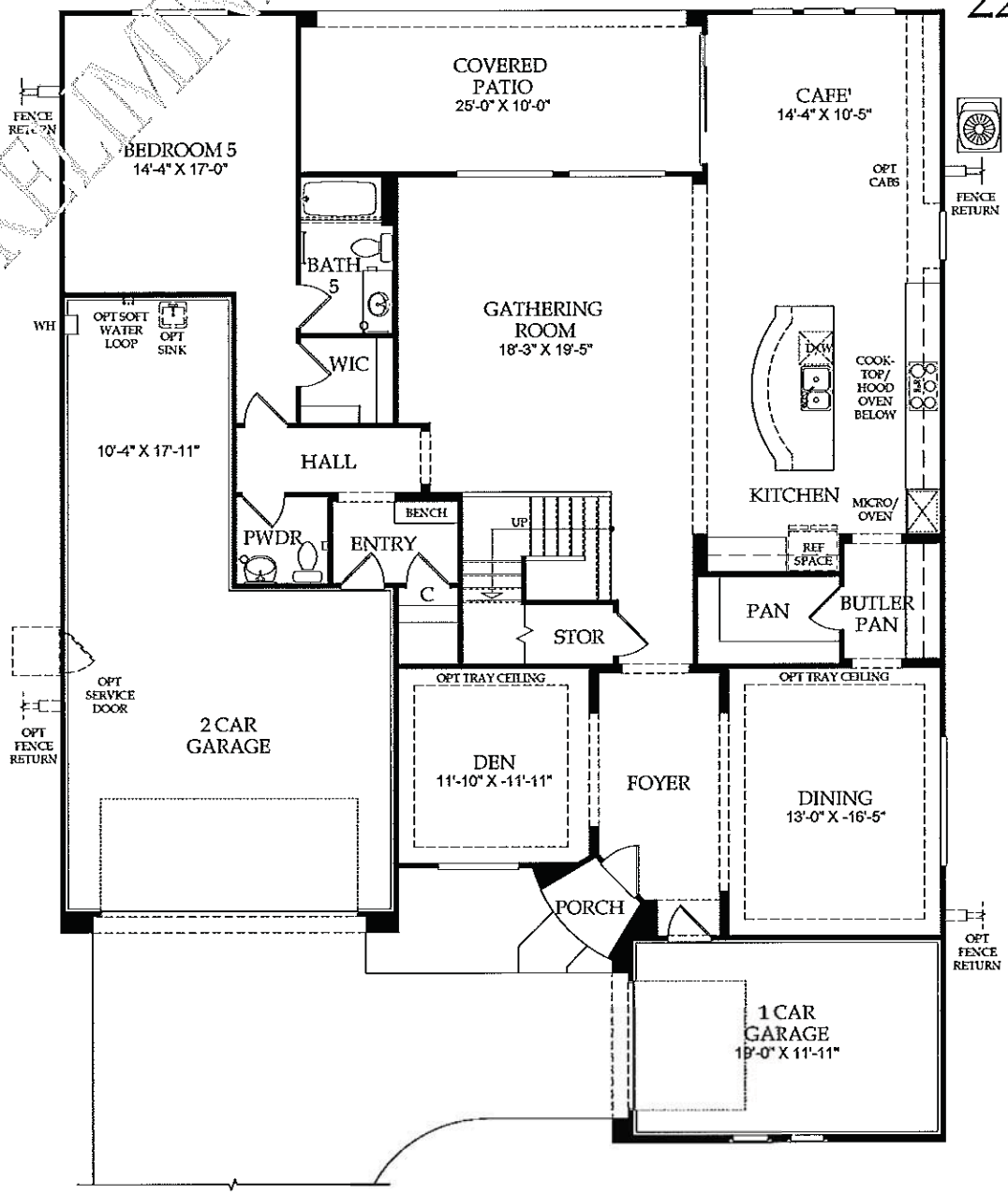
WIDTH	55'-0"	ZONE		SQ FTG	4,246
DEPTH	70'- 8 1/2"	West		November 9, 2015 04:23 PM	

ZON-62349, WVR-62259, VAC-62354 & TMP-62355 - REVISED

Series 3 at The Cove

Vittoria
5545-1
2215.400

PRELIMINARY



PRJ-62258
02/29/16

First Floor Plan - Elevation 'A'

DRAWING NOT TO SCALE

Dimensions shown are approximate. Location, size, and construction of doors, windows, walls, fireplaces, and any other items depicted may vary depending on elevation preference or choice of options and are subject to change without notice. Owing to normal construction tolerances, the room sizes shown may vary slightly.

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EQUAL HOUSING OPPORTUNITY

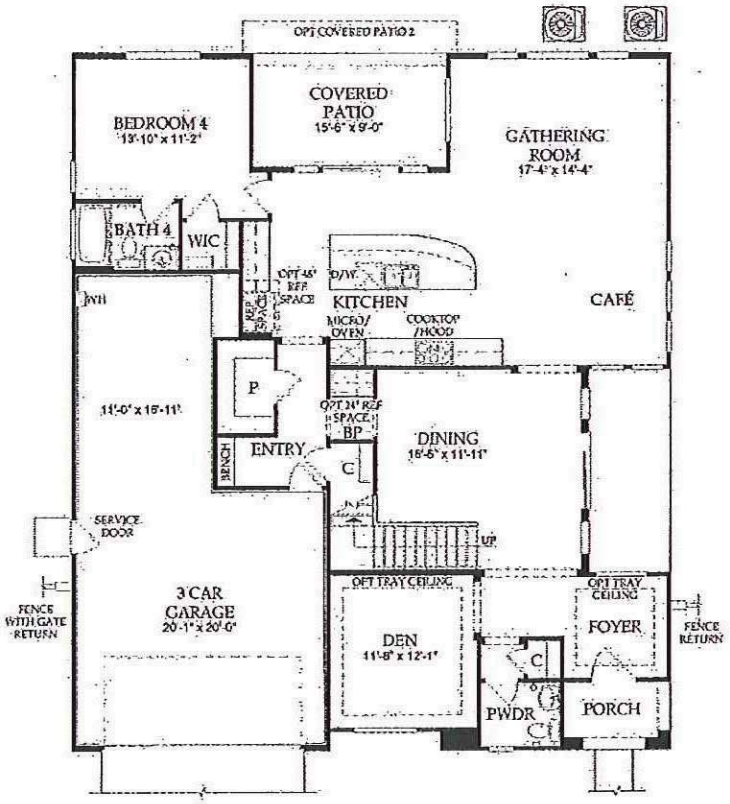
WIDTH	55'-0"	ZONE		SQ FTG	4,610
DEPTH	70'-0"	West		November 9, 2015 04:32 PM	

ZON-62349, WVR-62259, VAC-62354 & TMP-62355 - REVISED

Pulte Homes

Sterling

Marsala
4836-1
NPC 2207.400



First Floor Plan - Elevation 'A'

DRAWING NOT TO SCALE

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EQUAL HOUSING OPPORTUNITY

WIDTH 48'-0"
DEPTH 55'-0"

ZONE
Southwest

SQ FTG 3,610

November 2, 2015 09:51 AM

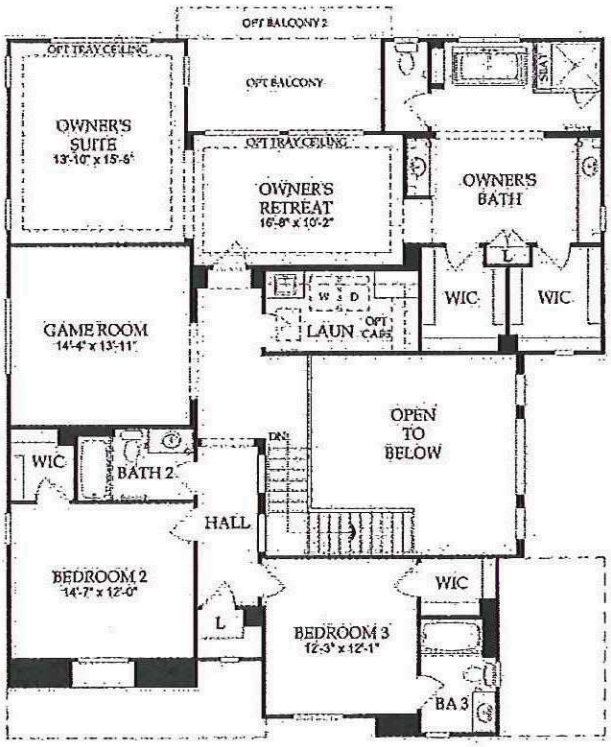
PR-162258
03/01/16

ZON-62349, WVR-62259, VAC-62354 & TMP-62355 - REVISED

Pulte Homes

Sterling

Marsala
4836-1
NPC 2207.400



Second Floor Plan - Elevation 'A'

DRAWING NOT TO SCALE

Dimensions shown are approximate. Location, size, and construction of doors, windows, walls, fireplaces, and any other items depicted may vary depending on elevation preference or choice of options and are subject to change without notice. Owing to normal construction tolerances, the room sizes shown may vary slightly.

(c) Copyright 2016 PulteGroup, Inc.

WIDTH 48'-0"
DEPTH 55'-0"

ZONE
Southwest

SQ FTG 3,610

November 2, 2015 08:51 AM

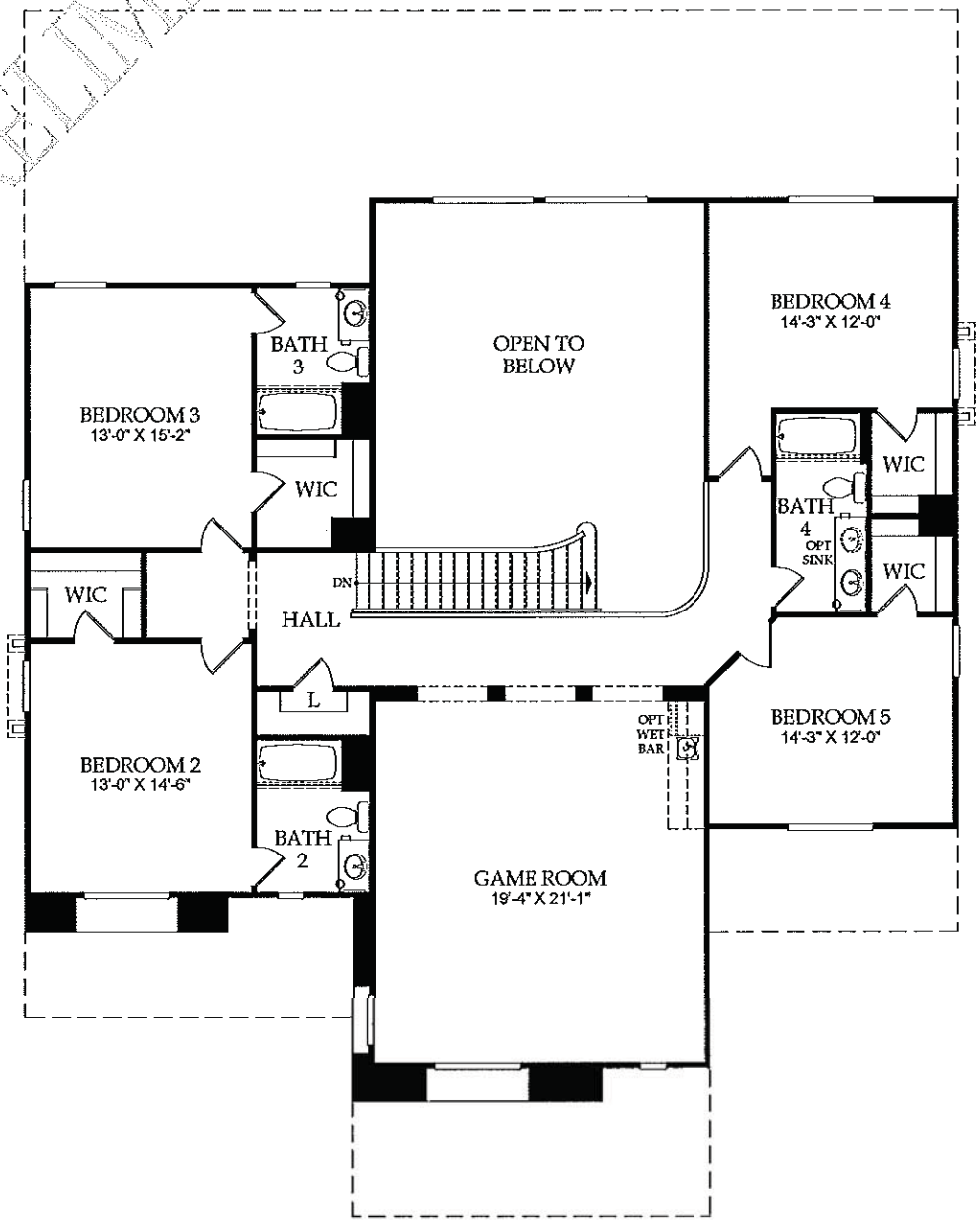
PRJ-62258
03/01/16

ZON-62349, WVR-62259, VAC-62354 & TMP-62355 - REVISED

Series 3 at The Cove

Treviso
5542-1
2214.400

PRELIMINARY



PRJ-62258
02/29/16

Second Floor Plan - Elevation 'A'

DRAWING NOT TO SCALE

Dimensions shown are approximate. Location, size, and construction of doors, windows, walls, fireplaces, and any other items depicted may vary depending on elevation preference or choice of options and are subject to change without notice. Owing to normal construction tolerances, the room sizes shown may vary slightly.

(c) Copyright 2015 PulteGroup, Inc.

EQUAL HOUSING OPPORTUNITY

WIDTH	55'-0"	ZONE		SQ FTG	4,246
DEPTH	70'- 8 1/2"	West		November 9, 2015 04:23 PM	

ZON-62349, WVR-62259, VAC-62354 & TMP-62355 - REVISED



ZON-62349 [PRJ-62258] - REZONING RELATED TO WVR-62529, VAC-62354 AND TMP-62355 - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: GUANLAO CARLITO C AND D REVOCABLE LIVING TRUST
SOUTHEAST CORNER OF DEER SPRINGS WAY AND GRAND CANYON DRIVE

12/03/15



ZON-62349 [PRJ-62258] - REZONING RELATED TO WVR-62529, VAC-62354 AND TMP-62355 - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: GUANLAO CARLITO C AND D REVOCABLE LIVING TRUST
SOUTHEAST CORNER OF DEER SPRINGS WAY AND GRAND CANYON DRIVE

12/03/15



ZON-62349 [PRJ-62258] - REZONING RELATED TO WVR-62529, VAC-62354 AND TMP-62355 - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: GUANLAO CARLITO C AND D REVOCABLE LIVING TRUST
SOUTHEAST CORNER OF DEER SPRINGS WAY AND GRAND CANYON DRIVE

12/03/15



ZON-62349 [PRJ-62258] - REZONING RELATED TO WVR-62529, VAC-62354 AND TMP-62355 - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: GUANLAO CARLITO C AND D REVOCABLE LIVING TRUST
SOUTHEAST CORNER OF DEER SPRINGS WAY AND GRAND CANYON DRIVE

12/03/15



ZON-62349 [PRJ-62258] - REZONING RELATED TO WVR-62529, VAC-62354 AND TMP-62355 - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: GUANLAO CARLITO C AND D REVOCABLE LIVING TRUST
SOUTHEAST CORNER OF DEER SPRINGS WAY AND GRAND CANYON DRIVE

12/03/15



ZON-62349 [PRJ-62258] - REZONING RELATED TO WVR-62529, VAC-62354 AND TMP-62355 - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: GUANLAO CARLITO C AND D REVOCABLE LIVING TRUST
SOUTHEAST CORNER OF DEER SPRINGS WAY AND GRAND CANYON DRIVE

12/03/15



ZON-62349 [PRJ-62258] - REZONING RELATED TO WVR-62529, VAC-62354 AND TMP-62355 - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: GUANLAO CARLITO C AND D REVOCABLE LIVING TRUST
SOUTHEAST CORNER OF DEER SPRINGS WAY AND GRAND CANYON DRIVE

12/03/15

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS

RAH1516

December 10, 2015

City of Las Vegas
Planning and Development
333 S. Rancho Drive
Las Vegas, NV 89101

RE: Justification Letter for a Zone Change, Waiver, Variance, Tentative Map, and Vacation for Richmond American Homes Connor Hills 2 (5 gross acres)

Slater Hanifan Group, on behalf of the applicant, Richmond American Homes, respectfully submits this justification letter in support of a Zone change (ZON), Variance (VAR), Waiver (WVR), Tentative Map (TMP) and a Vacation (VAC) for the subject site.

The subject site is located at the southeast corner of Deer Springs Way and Grand Canyon Drive. The Assessor's Parcel Number is 125-19-701-001. The parcel is approximately 5.0 gross acres.

The proposed development will consist of 18 single family residential lots on 5.07 acres, which results in a density of 3.55 (du/ac).

The requested zone change would be from *Undeveloped District* (U) to *Single Family Residential District* (R-1) which conforms to the land use designation of R. The proposed zoning of R-1 and minimum square footage of ~6,955 square feet is compatible with other existing single family residential subdivisions in the area.

The Variance (VAR) is being requested to reduce the front setback to 10' for Lots 9 and 10. Due to the geometry of the cul-de-sac bulb, these homes are already further back from the street centerline. Reducing the front setback to 10' will help to fit the same products as the other 16 lots. This variance is required to fit all three of the proposed models.

The Waiver (WVR) is being requested to allow an intersection offset of 193-ft from Grand Canyon Drive to the proposed subdivision entrance. The code (CLV Unified Development Code 19.02.140) requires a centerline to centerline offset of 220-ft. The requested offset still provides sufficient site visibility, especially since this is located across the street from a school where there are reduced speed limits in the area. Grand Canyon Drive south of Echelon Point Drive terminates at the beltway, so traffic volumes will be lighter than typical sections of Grand Canyon Drive.

The Vacation (VAC) is for patent easements around the perimeter of the project. These patent easements are proposed to be vacated where in conflict with the attached site plan.

The associated Tentative Map (TMP) will establish the 18 residential lot count. The TMP will include cross sections for the grading and walls as well as the connectivity calculations.

ZON-62349, WVR-62529, VAC-62354 and TMP-62355 - REVISED

5740 S. Arville Street #216, Las Vegas, NV 89118 ph (702) 284-5300 fax (702) 284-5399

PRJ-62258
12/14/15

Thank you for considering these application requests. Please contact me at (702) 284-5300 if you have any questions regarding these applications.

Sincerely,

Slater Hanifan Group, Inc.

Todd Steadham

Todd Steadham, PE, LEEP AP
Associate

Cc: Brian Walsh, Richmond American Homes
Chelsea Jensen, Slater Hanifan Group

ZON-62349, WVR-62529, VAC-62354 and TMP-62355 - REVISED

PRJ-62258
12/14/15

RECEIVED
JAN 11 2016

School Development Tracking Form

Real Property Management
4190 McLeod Drive, 2nd Floor
Las Vegas, NV 89121

http://ccsd.net/departments/real-property

City of Las Vegas
Dept. of Planning

Date Filed 12/29/2015 **Application Number** PRJ 62258 **Entity** LV

Company Name Richmond American

Contact Name

Contact Mailing Address

City **State** **Zip Code**

Phone **Mobile** **Fax** **Email**

Project Name Connor Hills 2

Project Description Deer Springs & Grand Canyon

APN's 125-19-701-001

Student Yield		Elementary School		Middle School		High School	
Single-Family Units (1)	18	x 0.196 =	4	x 0.101 =	2	x 0.137 =	2
Multi-Family Units (2)		x 0.140 =	0	x 0.058 =	0	x 0.064 =	0
Resort Condo Units (3)							
Total			4		2		2

(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
Darnell ES	9480 W. Tropical Pkwy	K-5	726	814	12/01/15
Escobedo MS	9501 Echelon Point Dr	6-8	1631	1234	12/01/15
Centennial HS	10200 W. Centennial Pkwy	9-12	2579	3035	12/01/15

*** CCSD Comments** Darnell ES and Centennial HS are over capacity for the 2015-16 school year. Darnell ES is at 115.01% Enrollment plus State Excluded Enrollment Percent of Program Capacity. Centennial HS is at 120.67% Enrollment plus State Excluded Enrollment Percent of Program Capacity.

☐ Approved ☐ Disapproved

ZON-62349, VAC-62351, VAC-62352, WVR-62529, VAC-62354 and TMP-62355

Submitted after final agen. **45-50**

Date 1/11/16 Item 45-50

9510

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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2016 APR 18 A 7:37

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-62349 & WVR-62529 [PRJ-62258]
City Council Meeting of April 20, 2016

Case: ZON-62349 (PRJ-62258)
12519611041
HOLBOKE MARCUS A & CAROL A
9333 DORRELL LN
LAS VEGAS NV 89149-0139

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Permit No. 1630

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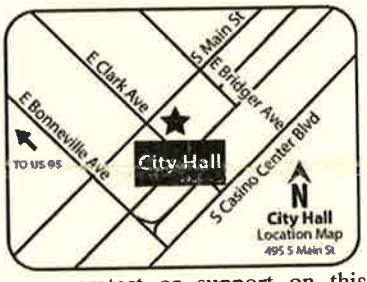
CITY CLERK
2016 APR 18 A 11:46

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-62349 & WVR-62529 [PRJ-62258]
City Council Meeting of April 20, 2016

Case: ZON-62349 (PRJ-62258)
12519613078
DURKIN LYNN
CARBONE RALPH
9421 HIGHVIEW ROCK CT
LAS VEGAS NV 89149-1658

Submitted after final agenda

Date 4/18/16 Item 5 75476

89149 97 BRDGNPI

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Permit No. 1630

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CITY CLERK

2016 APR 14 A 11:02

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-62349 & WVR-62529 [PRJ-62258]
City Council Meeting of April 20, 2016

Case: ZON-62349 (PRJ-62258)
12519202018
LEMMON LIVING TRUST
LEMMON RICHARD E & KARIN R TRS
9645 W HALEY AVE
LAS VEGAS NV 89149-1353

97 BRDGNPI 89149

Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

PRSRT STD
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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-62349 & WVR-62529 [PRJ-62258]
City Council Meeting of April 20, 2016

2 OF 2

2016 APR 13 A 9:12

RECEIVED
CITY CLERK

Case: ZON-62349 (PRJ-62258)
12519710061
KING DAVID C & TIFFANY A
6750 YELLOW HAIR ST
LAS VEGAS NV 89149-2399

Submitted after final agenda

Date 4/14/16 Item 75 & 76 W-G

97 BRDGNPI 89149

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

9645 Haley Ave.
Las Vegas, NV 89149-1353
Jan. 3, 2016

RECEIVED
JAN 6 2016
City of Las Vegas
Dept. of Planning

City of Las Vegas
Dept. of Planning
Development Services Center
333 N. Rancho Dr., 3rd Floor
Las Vegas, NV 89106

Re: TMP-62355, ZON-62349, VAR-62351, VAR-62352, WVR-62529 and VAC-62354

I support the proposed single-family residential subdivision on 5.00 acres.

I oppose the variance to allow a 10-foot front yard where 20 feet is required on lot nine. I believe the rezoning from rural density residential to single family residential does not support a 10 foot front yard. Making the lot open space would be far more appropriate for the development.

I defer to planning the request for a smaller external intersection offset. I do know, that due to the beginning and ending of the school day at the adjacent middle school, traffic congestion is a real problem. A traffic light should be installed at the intersection of Deer Springs Way and Grand Canyon Drive. (The development on the northwest corner of Deer Springs Way and Grand Canyon (Marbella) moved their entrance further west on Deer Springs Way to help mediate this congestion.)

Sincerely,

Richard Lemmon
PH:702-656-4241
E-mail: kenoplace@aol.com

CC: Councilman Steven Ross

Items (45-50)
Submitted after final agenda
45, 49-50 A
46-47 P
48 C
Date 1/6/16 Item 45-50

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.

ZON-62349 & VAR-62351 [PRJ-62258]

Planning Commission Meeting of 1/12/2016

$7 LRDGNPI 89149

RECEIVED

JAN 11 2016

City of Las Vegas
Dept. of Planning

Case: ZON-62349

12519613067
ALVARADO RONALD & JOY
6824 FOREST HOLLOW CT
LAS VEGAS NV 89149-1678

Submitted after final agenda

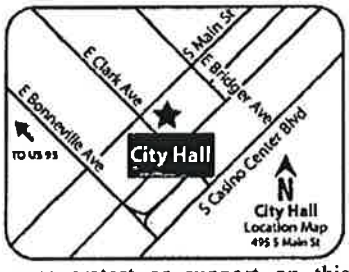
Date 1/11/16 Item 45-46 45-46P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT STD
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
JAN 12 2016
City of Las Vegas
Dept. of Planning

Return Service Requested
Official Notice of Public Hearing



THE REZONING & VARIANCE WOULD ONLY BENEFIT THE BUILDER & NOT THE RESIDENTS OF THE AREA. SHOULD NOT LOWER RESTRICTIONS & STANDARDS JUST TO BENEFIT AND ENRICHEN BUILDERS.

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-62349

12519710052
SEXTON RONALD R & VIRGINIA A
9509 WAKASHAN AVE
LAS VEGAS NV 89149-0502

☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-62349 & VAR-62351 [PRJ-62258]
Planning Commission Meeting of 1/12/2016

97 LRDCNPI 89149

Submitted after final agenda

Date 1/12/16 Item 45-46

45-46P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT STD
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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.

ZON-62349 & VAR-62351 [PRJ-62258]
Planning Commission Meeting of 1/12/2016

RECEIVED
JAN 6 2016
City of Las Vegas
Dept. of Planning

Case: ZON-62349

12519613078
DURKIN LYNN
CARBONE RALPH
9421 HIGHVIEW ROCK CT
LAS VEGAS NV 89149-1658

97 LRDCNPI 89149

Submitted after final agenda

Date 1/6/16 Item 45-46 45-46A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

RECEIVED
JAN 6 2016
City of Las Vegas
Dept. of Planning

PRSRT STD
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



3 of 3

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-62349 & VAR-62351 [PRJ-62258]
Planning Commission Meeting of 1/12/2016

Case: ZON-62349

12519710061
KING DAVID C & TIFFANY A
6750 YELLOW HAIR ST
LAS VEGAS NV 89149-2399

97 LRDCNPI 89145

45-46 A

City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
WVR-62529 – ABEYANCE ITEM - WAIVER RELATED TO ZON-62349, VAR-62351 AND VAR-62352 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: GUANLAO CARLITO C AND D REVOCABLE LIVING TRUST - For possible action on a request for a Waiver TO ALLOW A 193-FOOT EXTERNAL INTERSECTION OFFSET WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED on 5.00 acres at the southeast corner of Deer Springs Way and Grand Canyon Drive (APN 125-19-701-001), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Land Use Designation] [PROPOSED: R-1 (Single Family Residential)], Ward 6 (Ross) [PRJ-62258]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**1**
City Council Meeting	**2**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: WVR-62529 APN: 125-19-701-001

Name of Property Owner: Carlito & Dorothy Guanlao Trust

Name of Applicant: Richmond American Homes of Nevada, Inc.

Name of Representative: Slater Hanifan Group

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Carlito C. Guanlao

Print Name: CARLITO C. GUANLAO

Subscribed and sworn before me

This 11 day of NOV, 2015

Notary Public in and for said County and State

BILL LENHART
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 93-4139-1
My Appt. Expires Sept. 3, 2017

PRJ-62258
11/25/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) Deer Springs/Grand Canyon

Project Name Connor Hills East **Proposed Use** Residential

Assessor's Parcel #(s) 125-19-701-001 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing U proposed R-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 5 **Lots/Units** 18 **Density** 3.6 du/acre

Additional Information _____

PROPERTY OWNER Carlito & Dorothy Guanlao Trust **Contact** Carlito C. Guanlao

Address 3442 Commendation Dr. **Phone:** _____ **Fax:** _____

City Las Vegas **State** Nevada **Zip** 89117

E-mail Address _____

APPLICANT Richmond American Homes **Contact** Brian Walsh

Address 7770 South Dean Martin Drive, Suite 308 **Phone:** (702) 617-8422 **Fax:** _____

City Las Vegas **State** Nevada **Zip** 89139

E-mail Address _____

REPRESENTATIVE Slater Hanifan Group **Contact** Chelsea Jensen

Address 5740 S. Arville St. # 216 **Phone:** (702) 284-5300 **Fax:** (702) 284-5399

City Las Vegas **State** Nevada **Zip** 89118

E-mail Address cjensen@shg-inc.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* Carlito C. Guanlao

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name CARLITO C. GUANLAO

Subscribed and sworn before me

This 11 day of NOV, 20 15.

Bill

Notary Public in and for said County and State

BILL LENHART
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 93-4139-1
My Appt. Expires Sept. 3, 2017

FOR DEPARTMENT USE ONLY

Case #	WVR-62529
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

PRJ-62258
11/25/15

*The application will not be deemed complete until the submitted material has been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAC-62354 – ABEYANCE ITEM - VACATION RELATED TO ZON-62349, VAR-62351, VAR-62352 AND WVR-62529 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: GUANLAO CARLITO C AND D REVOCABLE LIVING TRUST - For possible action on a request for a Petition to Vacate U.S. Government Patent Easements on the southeast corner of Deer Springs Way and Grand Canyon Drive, Ward 6 (Ross) [PRJ-62258]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. 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.



CASE: VAC-62354 (PRJ-62258)

0 100 200
Feet

N



CASE: VAC-62354 (PRJ-62258)

0 100 200
Feet

N

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAC-62354 APN: 125-19-701-001

Name of Property Owner: Carlito & Dorothy Guanlao Trust

Name of Applicant: Richmond American Homes of Nevada, Inc.

Name of Representative: Slater Hanifan Group

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Carlito C. Guanlao

Print Name: CARLITO C. GUANLAO

Subscribed and sworn before me

This 11 day of NOV, 2015

Notary Public in and for said County and State

PRJ-62258
11/25/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Vacation

Project Address (Location) Deer Springs/Grand Canyon

Project Name Connor Hills East **Proposed Use** Residential

Assessor's Parcel #(s) 125-19-701-001 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing U proposed R-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 5 **Lots/Units** 18 **Density** 3.6 du/acre

Additional Information _____

PROPERTY OWNER Carlito & Dorothy Guanlao Trust **Contact** Carlito C. Guanlao

Address 3442 Commendation Dr. **Phone:** _____ **Fax:** _____

City Las Vegas **State** Nevada **Zip** 89117

E-mail Address _____

APPLICANT Richmond American Homes **Contact** Brian Walsh

Address 7770 South Dean Martin Drive, Suite 308 **Phone:** (702) 617-8422 **Fax:** _____

City Las Vegas **State** Nevada **Zip** 89139

E-mail Address _____

REPRESENTATIVE Slater Hanifan Group **Contact** Chelsea Jensen

Address 5740 S. Arville St. # 216 **Phone:** (702) 284-5300 **Fax:** (702) 284-5399

City Las Vegas **State** Nevada **Zip** 89118

E-mail Address cjensen@shg-inc.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* Carlito C. Guanlao

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name CARLITO C. GUANLAO

Subscribed and sworn before me

This 11 day of NOV, 20 15.

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	**VAC-62354**
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

PRJ-62258
11/25/15

*The application will not be deemed complete until the submitted material has been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

WALLACE MORRIS KLINE SURVEYING, LLC
Land Survey Consulting

APN'S: 125-19-701-001

VS-_____-15
EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS A PATENT EASEMENT BEING VACATED IN SUPPORT OF THE "CONNOR HILLS 2" PROJECT.

DESCRIPTION

GOVERNMENT PATENT EASEMENT RESERVED IN UNITED STATES OF AMERICA PATENT NUMBER 1158424 RECORDED JANUARY 3, 1980 IN BOOK 1169, INSTRUMENT NO. 1128016, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

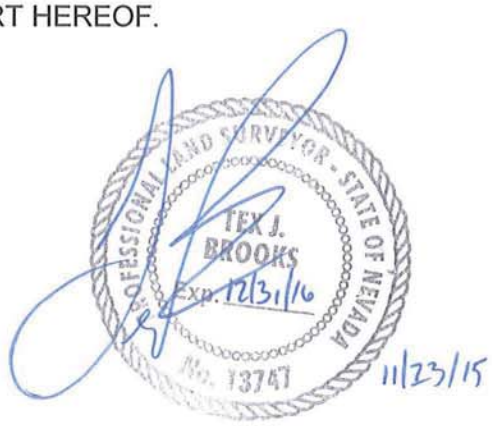
BEING THE EASTERLY AND SOUTHERLY 33.00 FEET OF THE WEST HALF (W1/2) OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.B.&M., CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE NORTH FORTY FEET (40') AND THE SOUTH THIRTY FEET (30') THEREOF;

FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED SPANDREL AREA IN THE SOUTHWEST CORNER THEREOF, BOUNDED AS FOLLOWS: ON THE WEST BY THE EAST LINE OF THE WEST FORTY FEET (40') THEREOF, ON THE SOUTH BY THE NORTH LINE OF THE SOUTH THIRTY FEET (30') THEREOF, AND ON THE NORTHEAST BY THE ARC OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20.00 FEET, BEING TANGENT TO THE EAST LINE OF THE WEST FORTY FEET (40') AND THE NORTH LINE OF THE SOUTH THIRTY FEET (30').

RESERVING THEREFROM AN EASEMENT FOR UTILITY PURPOSES ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

TEX J. BROOKS
NEVADA PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 13747

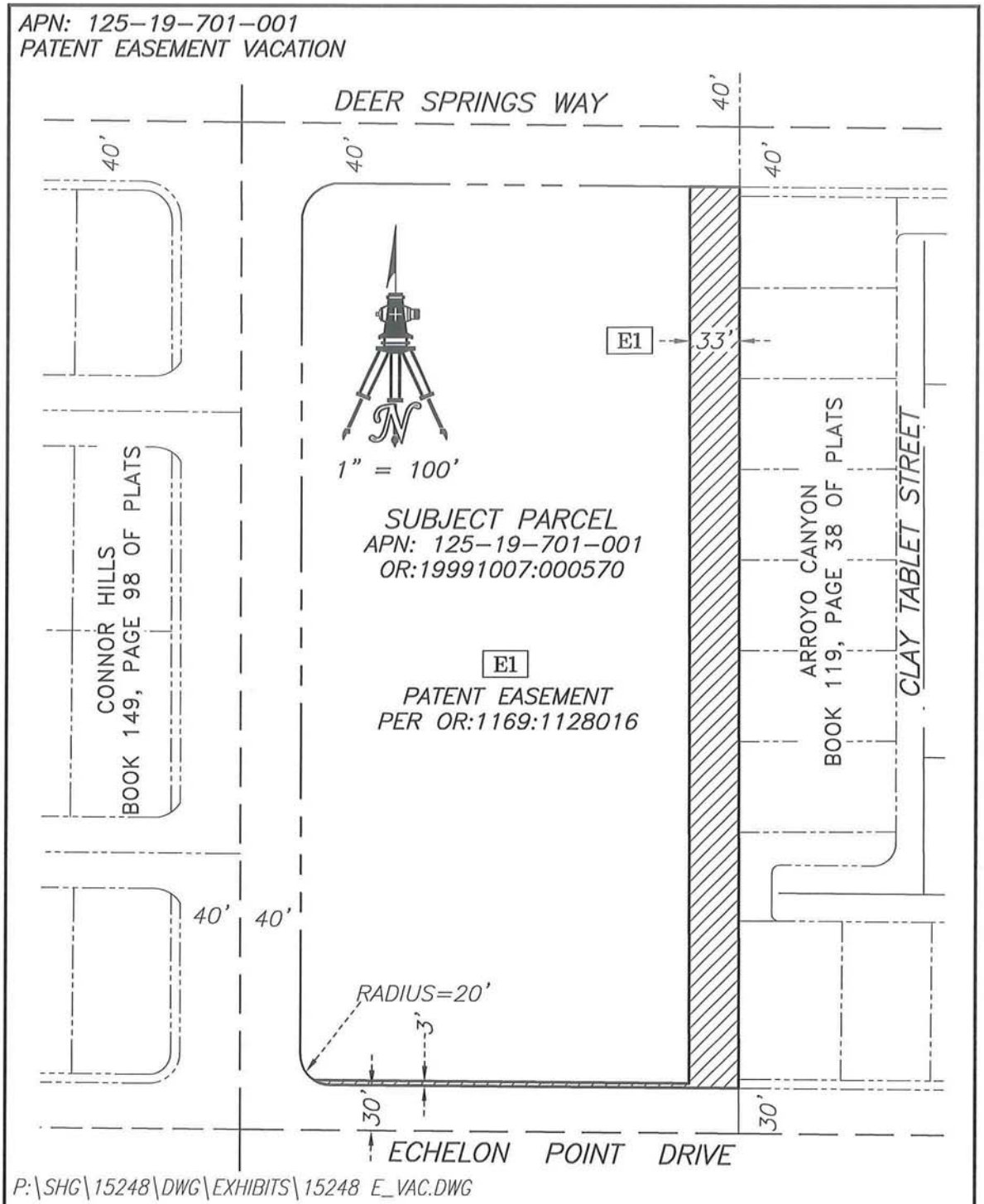


P:\SHG\15248\LEGALS\15248-E-VAC.docx
5740 S. Arville Street, Suite 206, Las Vegas, Nevada 89118, Ph: 702.212.3967 Fx: 702.212.3963

PRJ-62258
11/25/15

VAC-62354

APN: 125-19-701-001
PATENT EASEMENT VACATION



P:\SHG\15248\DWG\EXHIBITS\15248 E_VAC.DWG

WALLACE MORRIS KLINE SURVEYING, LLC. LAND SURVEY CONSULTING	EXHIBIT "B"
5740 S. ARVILLE ST. #206 LAS VEGAS, NEVADA 89118	PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA
	PAGE 1 OF 1

VAC-62354

PRJ-62258
11/25/15

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
TMP-62355 – ABEYANCE ITEM - TENTATIVE MAP RELATED TO ZON-62349, VAR-62351, VAR-62352, WVR-62529 AND VAC-62354 - CONNOR HILLS 2 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: GUANLAO CARLITO C AND D REVOCABLE LIVING TRUST - For possible action on a request for a Tentative Map FOR A 18-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 5.00 acres at the southeast corner of Deer Springs Way and Grand Canyon Drive (APN 125-19-701-001), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Land Use Designation] [PROPOSED: R-1 (Single Family Residential)], Ward 6 (Ross) [PRJ-62258]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**2**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Protest/Support Postcards
4. Back up Submitted at the March 8, 2016 Planning Commission Meeting

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: TMP-62355 APN: 125-19-701-001

Name of Property Owner: Carlito & Dorothy Guanlao Trust

Name of Applicant: Richmond American Homes of Nevada, Inc.

Name of Representative: Slater Hanifan Group

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Carlito C. Guanlao

Print Name: CARLITO C. GUANLAO

Subscribed and sworn before me

This 11 day of NOV, 2015

Notary Public in and for said County and State

BILL LENHART
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 93-4139-1
My Appt. Expires Sept. 3, 2017

PRJ-62258
11/25/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Tentative Map

Project Address (Location) Deer Springs/Grand Canyon

Project Name Connor Hills East **Proposed Use** Residential

Assessor's Parcel #(s) 125-19-701-001 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing U proposed R-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 5 **Lots/Units** 18 **Density** 3.6 du/acre

Additional Information _____

PROPERTY OWNER Carlito & Dorothy Guanlao Trust **Contact** Carlito C. Guanlao

Address 3442 Commendation Dr. **Phone:** _____ **Fax:** _____

City Las Vegas **State** Nevada **Zip** 89117

E-mail Address _____

APPLICANT Richmond American Homes **Contact** Brian Walsh

Address 7770 South Dean Martin Drive, Suite 308 **Phone:** (702) 617-8422 **Fax:** _____

City Las Vegas **State** Nevada **Zip** 89139

E-mail Address _____

REPRESENTATIVE Slater Hanifan Group **Contact** Chelsea Jensen

Address 5740 S. Arville St. # 216 **Phone:** (702) 284-5300 **Fax:** (702) 284-5399

City Las Vegas **State** Nevada **Zip** 89118

E-mail Address cjensen@shg-inc.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* Carlito C Guanlao

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name CARLITO C. GUANLAO

Subscribed and sworn before me

This 11 day of NOV, 20 15.

Notary Public in and for said County and State

BILL LENHART
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 93-4139-1
My Appt. Expires Sept. 3, 2017

FOR DEPARTMENT USE ONLY

Case #	TMP-62355
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

PRJ-62258
11/25/15

*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.

DEPARTMENT OF PLANNING

DATE:

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:

Carlito & Dorothy Guanlao Trust (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 Brian Walsh at (702)-617-8422. Thank you.

Sincerely,

(Signature)

Carlito C. Guanlao
(Print)

Subscribed and sworn before me

This 17th day of November, 2015.

Notary Public in and for said County and State

ROXANNE LEIGH
Notary Public State of Nevada
No. 14-13162-1
My appt. exp. Feb. 11, 2018

PRJ-62258
11/25/15

TMP-62355

DEPARTMENT OF PLANNING

TENTATIVE MAP CHECKLIST

A. TENTATIVE MAP CONTENTS

- [x] The name of the proposed subdivision. (If applicable, this shall include proper designation as a condominium, townhouse, residential planned development or commercial subdivision.)
- [x] Names, addresses and phone numbers of owners(s), subdivider and surveyor or engineer.
- [x] Date, north arrow and scale.
- [x] A location map giving sufficient legal description to describe tract boundaries and relationships to surrounding areas and existing public streets.
- [x] 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 existing subdivisions within one hundred fifty (150) feet). The Department of Public Works may require larger contour intervals for large tracts.
- [x] Existing structures and other physical features. *If none exist, indicate this on the map.*
- [x] 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.
- [ ] Existing and proposed street right-of-way widths, grades (with the direction of drainage indicated) and corner radii. *If non exist, indicated this on the map.*
- [x] Existing and proposed street names. (A separate alphabetical listing must be submitted in addition to the names being shown on the map.)
- [x] Existing and proposed utility rights-of-way and easement widths. *If none exist, indicate this on the map.*
- [x] Existing and proposed irrigation or drainage channel rights-of-way and easement widths. *If none exist, indicate this on the map.*
- [x] Existing and proposed storm drains. *If none exist, indicate this on the map.*
- [x] Existing and proposed sanitary sewer systems showing direction of flow and grade, and estimated average and peak daily sewage flows to be contributed by proposed subdivision. *If none exist, indicate this on the map.*
- [x] Existing and proposed potable water mains and a subdivision to be supplied by wells, the location, pressure and capacity of such wells shall be authorized under a State certificate, and the potential population capable of being served by such wells. *If none exist, indicate this on the map.*
- [x] Proposed reservations or dedications for parks, schools, or other public or quasi-public uses. *If none exist, indicate this on the map.*
- [x] Existing street names, rights-of-way and pavement widths for streets within one hundred fifty (150) feet of the proposed subdivision. *If none exist, indicate this on the map.*

B. SUPPLEMENTAL INFORMATION

The following supplemental information may be required by the Department of Public Works or the Planning and Development Department. When required, it shall be submitted on separate drawings.

- [ ] N/A A traffic impact analysis, single subdivision access report, or master driveway and on-site circulation plan, prepared in accordance with City standards or as directed by the City Traffic Engineer.
- [ ] N/A Any proposed deviations from City standards.
- [x] Whenever perimeter block walls are proposed which; 1) face a public street or that adjoin property not in common ownership; 2) are within a single plane, not separated by landscaping; and 3) exceed the maximum acceptable wall heights indicated in Table "A" contained in Chapter 18.08 of LVMC, the applicant shall submit three copies of a plan showing all proposed perimeter grades which indicate such walls. This plan may be superimposed on the tentative map, but must be legible. The plan shall include cross sections of all perimeter walls which exceed the height limitations indicated in Table "A".

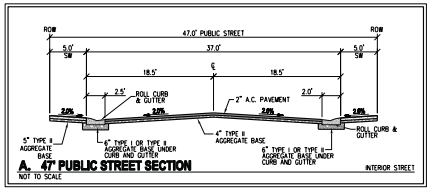
REVIEWED BY: Joyce Bailey DATE: 11/23/15

PRJ-62258
11/25/15

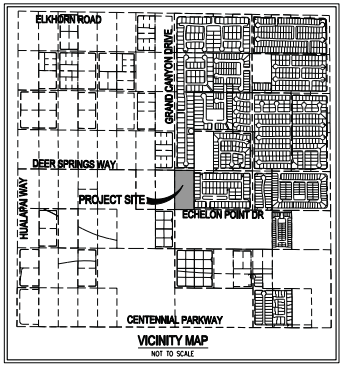
TMP-62355

RICHMOND AMERICAN HOMES

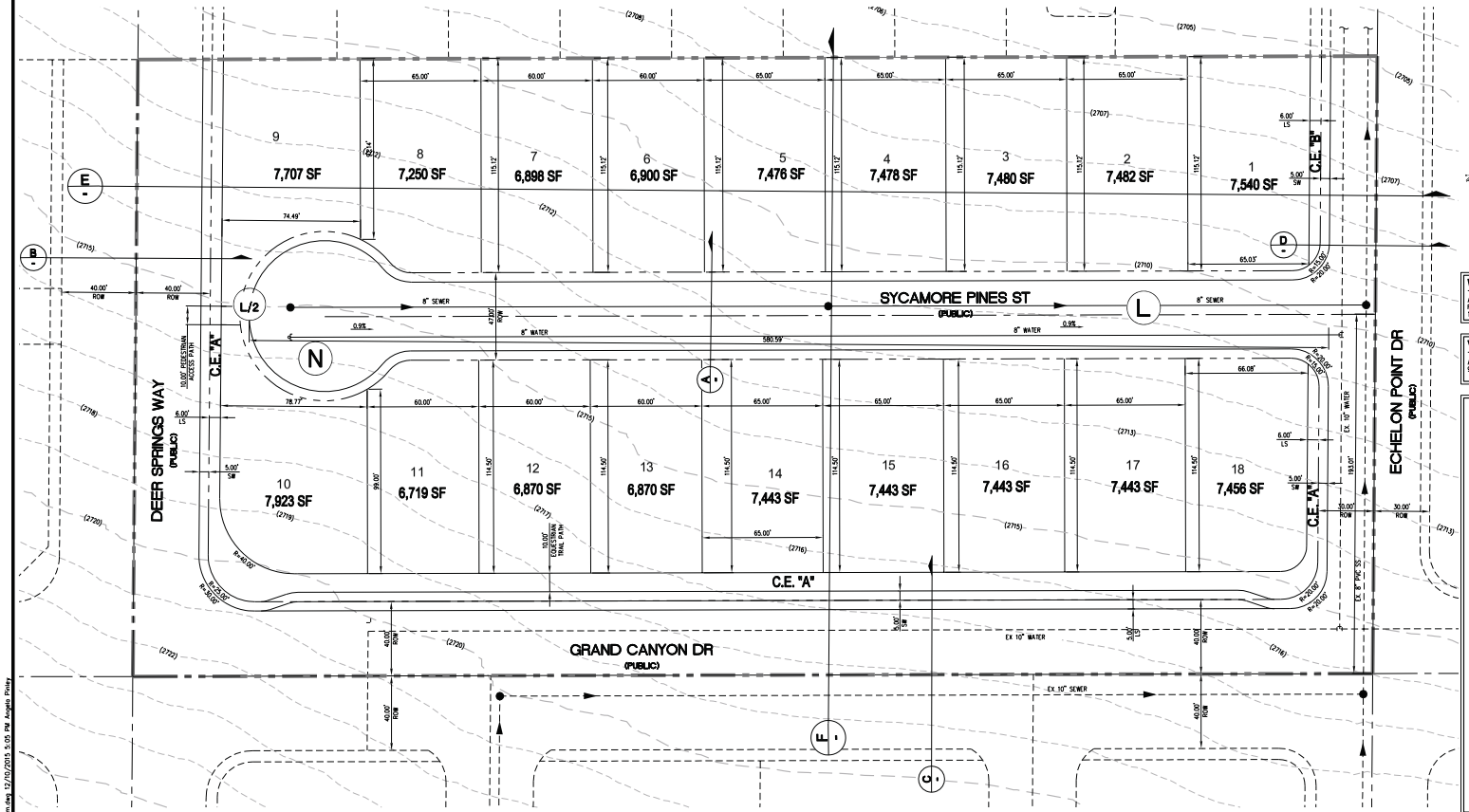
TENTATIVE MAP
FOR
CONNOR HILLS 2
A SINGLE FAMILY RESIDENTIAL COMMUNITY
LOCATED IN CITY OF LAS VEGAS, NEVADA
APN 125-19-701-001

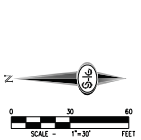


A. 47' PUBLIC STREET SECTION
NOT TO SCALE



VICINITY MAP
NOT TO SCALE





LEGEND
- BOUNDARY LINE
- ROADWAY CENTERLINE
- EASEMENT
- RIGHT-OF-WAY
- PROPERTY LINE
- EDGE OF PAVEMENT (EP)
- 2800 EXISTING CONTOUR (5-FT)

WAIVER NOTE
AN INTERSECTION OFFSET WAIVER IS BEING REQUESTED FROM GRAND CANYON DRIVE TO THE SUBDIVISION ENTRANCE FOR 193'.

VARIANCE NOTE
A FRONT SETBACK VARIANCE OF 10' FOR LOTS 9 AND 10 IS BEING REQUESTED.

NOTES
1. THERE ARE NO KNOWN FAULTS OR FISSURES LOCATED ADJACENT TO OR WITHIN THE BOUNDARIES OF THIS SUBDIVISION TO BE VERIFIED BY THE GEOTECHNICAL ENGINEER.
2. THERE ARE NO KNOWN GROUNDWATER DEPTHS WITHIN 20 FEET OF THE EXISTING GROUND SURFACE.
3. THERE WILL BE AN HOA AND CC&R'S ESTABLISHED FOR THIS SUBDIVISION.
4. LANDSCAPE EASEMENTS AND COMMON LOTS WILL BE MAINTAINED BY HOA.
5. INTERIOR STREETS ARE PUBLIC.
6. TRAFFIC ACCESS SHALL BE VIA ECHELON POINT DR.
7. EASEMENTS REQUIRED FOR STORM DRAIN, DRY UTILITIES, SANITARY SEWER, AND POTABLE WATER SHALL BE GRANTED ON THE FINAL MAP.
8. WATER TO SERVICE THIS PROJECT WILL BE SUPPLIED BY AN EX. 10" WATER MAIN ON ECHELON POINT DR.
9. SEWER SERVICE FOR THIS PROJECT WILL BE SUPPLIED BY THE EX. 8" SEWER LINE ON ECHELON POINT DR.
10. THE SITE SLOPES ARE LESS THAN 12% STREET GRADES WILL BE LESS THAN 5%.
11. THIS PROJECT IS NOT WITHIN A 100 YEAR FEMA SPECIAL FLOOD HAZARD AREA.
12. THERE ARE NO EXISTING STRUCTURES ON THE PROPERTY.
13. THIS PROJECT IS NOT PART OF A MASTER PLAN.
14. REQUIRED STREETLIGHTS WILL BE PROVIDED ALONG THE FRONTAGE

PROJECT INFORMATION

EXISTING ZONING:	U(R)
EXISTING LANDUSE:	R
PROPOSED ZONING:	R-1
ACREAGE (GROSS):	5.07 AC
ACREAGE (NET):	3.2 AC
TOTAL DWELLING UNITS:	18
TOTAL COMMON ELEMENTS:	2
TYP. LOT SIZE:	60' x 116'
MIN. LOT WIDTH	60'
MIN. LOT SQFT	6,955 SF
MAX LOT SQFT	10,011 SF
DENSITY (GROSS ACREAGE):	3.55 DU/AC
MAX. LOT COVERAGE:	50%

CONNECTIVITY
(N) NODES = 1
(L) LINKS = 1
(LR) LINKS PEDESTRIAN/BICYCLE (.5 LINK) = .5
MINIMUM CONNECTIVITY RATIO IN R-1 = 1.3
CONNECTIVITY INDEX = LINKS/NODES
CONNECTIVITY INDEX = 1.5/1
CONNECTIVITY INDEX = 1.5

ESTIMATED AVERAGE DAILY SEWER CONTRIBUTIONS
18 UNITS X 250 GPD/UNITS=4500 GPD
TOTAL AVERAGE CONTRIBUTION=4,500 GPD=0.0045 MGD
TOTAL PEAK FLOW=0.0045 MGD X 4.07 (PEAK FACTOR) =0.0183 MGD

UTILITY SERVICES BY

WATER	LAS VEGAS VALLEY WATER DISTRICT
SEWER	CITY OF LAS VEGAS
TRASH	REPUBLIC SERVICES OF SOUTHERN NEVADA
POWER	NV ENERGY
TELEPHONE	CENTURYLINK
GAS	SOUTHWEST GAS COMPANY

SETBACKS (R-1)

FRONT	20' *10'
REAR	15' 5' TO PATIO
SIDE	INTERIOR 5' CORNER 15'

* VARIANCE REQUESTED FOR LOTS 9 & 10 ONLY

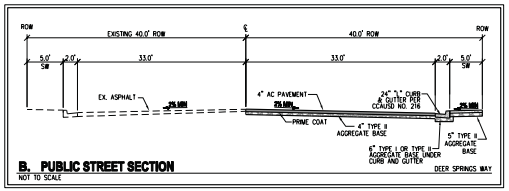
OWNERS
APN: 125-19-701-001
G SPRING LLC
8315 W SUNSET ROAD
LAS VEGAS, NV 89148

DEVELOPER
RICHMOND AMERICAN HOMES
7770 S. JEAN MARTIN DR.
SUITE 308
LAS VEGAS, NV 89139
PH (702) 617-8400

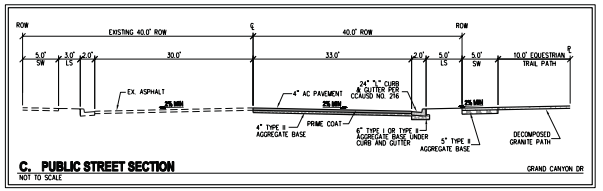
ENGINEER
SLATER HANIFAN GROUP
5740 S. ARVILLE ST SUITE 216
LAS VEGAS, NV 89118
PH (702) 284-5300
FX (702) 284-5399

LEGAL DESCRIPTION
~~LOT 1 OF~~
THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M. CLARK COUNTY, NEVADA.

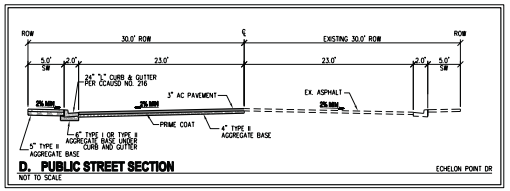
PRJ-62258



B. PUBLIC STREET SECTION
NOT TO SCALE



C. PUBLIC STREET SECTION
NOT TO SCALE



D. PUBLIC STREET SECTION
NOT TO SCALE

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

NO.	DESCRIPTION	DATE	BY	APP.	APP. DATE

CITY OF LAS VEGAS, NEVADA

RICHMOND AMERICAN HOMES

CONNOR HILLS 2
TENTATIVE MAP

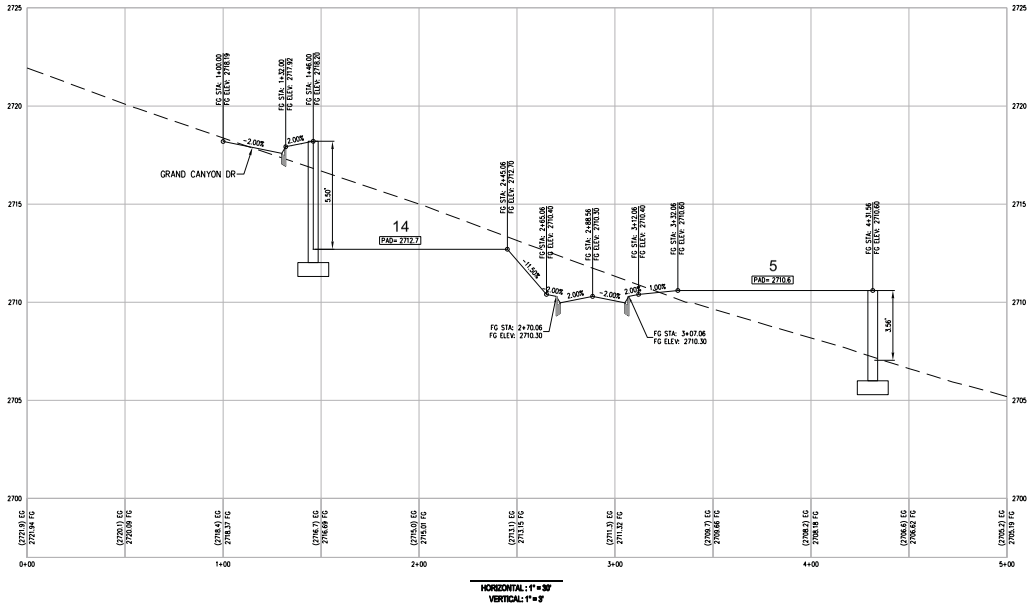
DATE: 12/10/15
DRAFTER: KCM
DESIGNER: EML
CHECKED: ARP
PROJECT NO.
RAH1516

TM-1
SHEET 1 OF 2

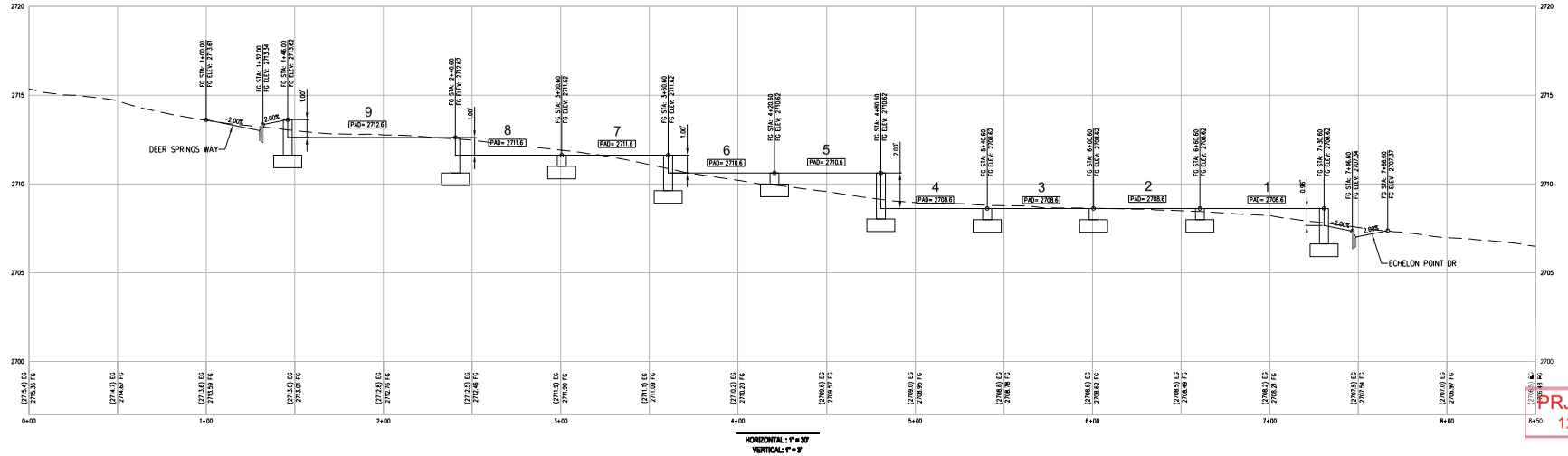
J:\rah1516_connor hills 2\dwg\entitlements\135210 rah1516 tm.dwg 12/10/2015 5:05 PM Angela Pinkey

TMP-62355 - REVISED

F. WEST-EAST PROFILE



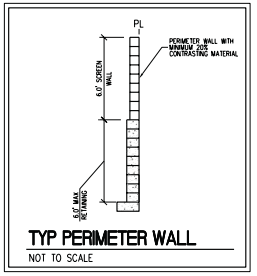
E. NORTH-SOUTH PROFILE

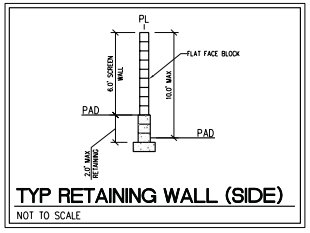


RICHMOND AMERICAN HOMES

TENTATIVE MAP
FOR
CONNOR HILLS 2

A SINGLE FAMILY RESIDENTIAL COMMUNITY
LOCATED IN CITY OF LAS VEGAS, NEVADA
APN 125-19-701-001





SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
6740 S. ARVILLE STREET #314, LAS VEGAS, NV 89118
PHONE (702) 284-4300 FAX (702) 284-4309

NO.	DESCRIPTION	DATE	BY	APP. DATE	APP.

CITY OF LAS VEGAS, NEVADA

RICHMOND AMERICAN HOMES
CONNOR HILLS 2
TENTATIVE MAP

DATE: 12/10/15
DRAFTER: EML
DESIGNER: TJS
CHECKED: TJS
PROJECT NO.
RAH1516

TM-2
SHEET 2 OF 2

PRJ-62258
12/14/15

TMP-62355 - REVISED

TMP 62355
Richmond American Homes

SEC Deer Springs Way & Grand Canyon Drive

Proposed 18 single family unit residential development.

Proposed Use

Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DWELL]	18	9.57	172
AM Peak Hour			0.75	14
PM Peak Hour			1.01	18

Existing traffic on all nearby streets:

Deer Springs Way	
Average Daily Traffic (ADT)	6,906
PM Peak Hour (heaviest 60 minutes)	552

Grand Canyon Drive	
Average Daily Traffic (ADT)	2,124
PM Peak Hour (heaviest 60 minutes)	170

Traffic Capacity of adjacent streets:

	Adjacent Street ADT Capacity
Deer Springs Way	16,300
Grand Canyon Drive	16,300

This project will add approximately 172 trips per day on Deer Springs Wy., Grand Canyon Dr. and Echelon Point Dr. Deer Springs is currently at about 42 percent of capacity and Grand Canyon is at about 13 percent of capacity. After this project, Deer Springs is expected to be at about 42 percent of capacity and Grand Canyon to be at about 14 percent of capacity. Counts are not available on this portion of Echelon Point, but it is believed to be under capacity except during school drop off and pick up.

Based on Peak Hour use, this development will add into the area roughly 18 additional cars, or about one every three minutes.

Note that this report assumes all traffic from this development uses all named streets.

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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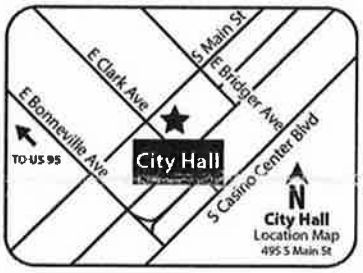

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above, fax this side of this card to (702) 382-4803 or make your comments at www.lasvegasnevada.gov. If you 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.

TMP-62355 [PRJ-62258]
City Council Meeting of April 20, 2016

Case: TMP-62355 (PRJ-62258)
12519613078
DURKIN LYNN
CARBONE RALPH
9421 HIGHVIEW ROCK CT
LAS VEGAS NV 89149-1658

97 BRDGNPI 89149

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.

TMP-62355 [PRJ-62258]
City Council Meeting of April 20, 2016

Case: TMP-62355 (PRJ-62258)
12519611041
HOLBOKE MARCUS A & CAROL A
9333 DORRELL LN
LAS VEGAS NV 89149-0139

Submitted after final agenda
Date 4/18/16 Item 78

97 BRDGNPI 89149

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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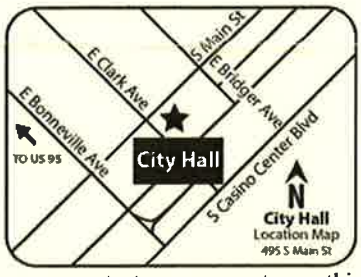

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Please use available blank space on card for your comments.
TMP-62355 [PRJ-62258]
City Council Meeting of April 20, 2016

Case: TMP-62355 (PRJ-62258)
12519202018
LEMMON LIVING TRUST
LEMMON RICHARD E & KARIN R TRS
9645 W HALEY AVE
LAS VEGAS NV 89149-1353

97 BROCHPI 89145

APR. 13. 2016 7:50AM Clark County Assessor NO. 6198 P. 1

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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1 OF 2

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
TMP-62355 [PRJ-62258]
City Council Meeting of April 20, 2016

Case: TMP-62355 (PRJ-62258)
12519710061
KING DAVID C & TIFFANY A
6750 YELLOW HAIR ST
LAS VEGAS NV 89149-2399

Submitted after final agenda

Date 4/14/16 Item 78 & 6

97 BROCHPI 89145

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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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.

TMP-62355 [PRJ-62258]
Planning Commission Meeting of 1/12/2016

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City of Las Vegas
Dept. of Planning

Case: TMP-62355

12519613067
ALVARADO RONALD & JOY
6824 FOREST HOLLOW CT
LAS VEGAS NV 89149-1678

Submitted after final agenda

Date 1/11/16 Item 50

50 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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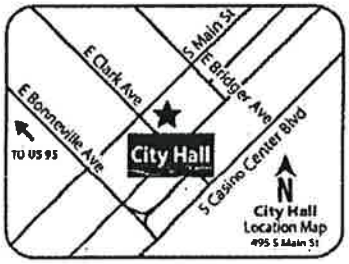

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

TMP-62355 [PRJ-62258]

Planning Commission Meeting of 1/12/2016

97 LRDCNPI 89149

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JAN 12 2016

City of Las Vegas
Dept. of Planning

Case: TMP-62355

12519710052
SEXTON,RONALD R &VIRGINIA A
9509 WAKASHAN AVE
LAS.VEGAS NV 89149-0502

Submitted after final agenda

Date 1/12/16 Item 50

50P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Permit No. 1630

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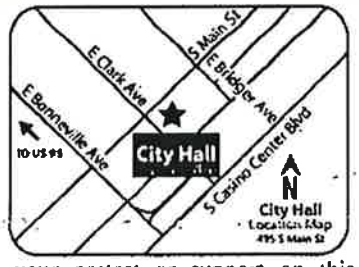

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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TMP-62355 [PRJ-62258]
Planning Commission Meeting of 1/12/2016

97 LRDCNPI 89149

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City of Las Vegas
Dept. of Planning

Case: TMP-62355

12519613078
DURKIN LYNN
CARBONE RALPH
9421 HIGHVIEW ROCK CT
LAS VEGAS NV 89149-1658

Submitted after final agenda

Date 1/6/16 Item 50 50A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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JAN 6 2016
City of Las Vegas
Dept. of Planning

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Permit No. 1630

1 OF 3

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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TMP-62355 [PRJ-62258]
Planning Commission Meeting of 1/12/2016

97 LRDGNPI 89149

Case: TMP-62355
12519710061
KING DAVID C & TIFFANY A
6750 YELLOW HAIR ST
LAS VEGAS NV 89149-2399

50A

City of Las Vegas Agenda Item No.: **89.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
DIR-64714 - NON-PUBLIC HEARING - APPLICANT: ACRES MEDICAL, LLC - OWNER: 2320 WESTERN, LLC - For possible action on an Appeal of Director's decision to not accept an Extension of Time application (EOT-64742) that was filed after the date of expiration for a Special Use Permit (SUP-55187) for a Medical Marijuana Dispensary at 2320 Western Avenue (APN 162-04-404-003), M (Industrial) Zone, Ward 3 (Coffin). Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Staff Report
2. Planning Denial Letter
3. Appeal Letter

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: ACRES MEDICAL, LLC - OWNER: 2320 WESTERN, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
DIR-64714	**Staff recommends DENIAL.**	

** STAFF REPORT **

PROJECT DESCRIPTION

Previously approved Special Use Permit (SUP-55187) expired on April 30, 2016. The applicant submitted a request for the extension of the land use entitlement on May 9, 2016. As the request was received after the expiration of the approval period related to the Special Use Permit, therefore the Extension of Time is not an applicable application.

ISSUES

- Special Use Permit (SUP-55187) was approved by City Council with an 18 month approval period, in which the use could be exercised. The last day of that approval period was April 29, 2016.
- The applicant submitted an incomplete application for an Extension of Time on May 4, 2016. A complete application, which included signed application materials by the property owner were received by staff on May 9, 2016.

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.
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.
8/26/14	The Downtown Design Review Committee approved the building elevations and signage for a proposed 5,182 square-foot Medical Marijuana Dispensary related to Special Use Permit SUP-55187.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/29/14	The City Council approved a Special Use Permit (SUP-55187) and associated Compliance Permit (DIR-56428) for a proposed 5,182 square-foot Medical Marijuana Dispensary at 2320 Western Avenue. Planning Commission recommended denial.
03/18/15	The City Council approved a Special Use Permit (SUP-55189) and associated Compliance Permit (DIR-56415) for a proposed 12,590 square-foot Medical Marijuana Cultivation Facility and a Special Use Permit (SUP-55189) and associated Compliance Permit (DIR-55417) for a proposed 449 square-foot Medical Marijuana Production Facility at 2320 Western Avenue. Planning Commission recommended approval of both applications.
03/22/16	The Department of Planning administratively approved a Minor Amendment (SUP-63806) to an approved Special Use Permit (SUP-55187) for a 466 square-foot reduction of an approved 5,182 square-foot Medical Marijuana Dispensary and a Minor Amendment (SUP-63807) to an approved Special Use Permit (SUP-55190) to add 191 square feet to an approved 449 square-foot Medical Marijuana Production Facility at 2320 Western Avenue.

Most Recent Change of Ownership	
06/25/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/16/15	A sewer investigation (#307193) at 2320 Western Avenue related to Building Permit #307201 was issued. The investigation was finalized on 12/24/15.
3/01/16	A Business License (M64-00005) was applied for a Medical Marijuana Dispensary at 2320 Western Avenue. The license is still in review and has not been issued.
04/12/16	An interior non-structural demolition permit (#315427) was issued for a Medical Marijuana Facility at 2320 Western Avenue. A Building final inspection has yet to be completed and the permit has not been finalized.
4/27/16	A Building Permit for a Tenant Improvement (#307201) for a Medical Marijuana Facility remodel at 2320 Western Avenue, Suite #130 was issued. The permit has had no inspections and has yet to be finalized.
05/09/16	A central station monitoring permit (#317231) was issued for 2320 Western Avenue. A Fire inspection has yet to be complete and the permit has not been finalized.

Pre-Application Meeting
A pre-application conference is not required for an Extension of Time application, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required for an Extension of Time application, nor was one held.

Field Check
As the requested application was rejected no field inspection has been conducted.

Details of Application Request	
Site Area	
Net Acres	1.43

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant	LI/R (Light Industrial/Research)	M (Industrial)
North	Mini-Storage Facility	LI/R (Light Industrial/Research)	M (Industrial)
South	General Retail Recreational Vehicle and Boat Storage	LI/R (Light Industrial/Research)	M (Industrial)
East	Office, Other Than Listed General Retail	LI/R (Light Industrial/Research)	M (Industrial)
West	Office, Other than Listed	LI/R (Light Industrial/Research)	M (Industrial)

Master Plan Areas	***Compliance***
Downtown Centennial Plan	Y
Special Purpose and Overlay Districts	***Compliance***
Downtown Centennial Plan Overlay District - Industrial Corridor District	Y
A-O (Airport Overlay) District - 140 Feet	Y
Live/Work Overlay District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

ANALYSIS

Pursuant to Title 19.16.110(P)(1)(b), "A Special Use Permit which does not require the construction of a new building in order to be exercised, and which is not exercised within the approval period shall be void, unless the applicant obtains an extension of time upon a showing of good cause. Application for an extension shall be made to the Planning Commission or City Council, whichever body took final action to approve the Special Use Permit. An extension of time may be granted only if application therefor is made prior to the expiration of the approval period."

In addition Title 19.16.260(B) states, "An application for an Extension of Time shall be filed with the Department on a form to be provided by the Department. The application shall be signed and acknowledged by the owner of record of the property for which the Extension of Time is sought, and shall be notarized as to the owner's signature." The applicant submitted a complete application for an Extension of Time on May 9, 2016. The Department of Planning rejected the application based upon the original entitlement (SUP-55187) having expired and therefore the Extension of Time application not being applicable.

The applicant is appealing a decision by an administrative officer to reject an application submittal for an Extension of Time of previously approved Special Use permit (SUP-55184), pursuant to Title 19.00.080(N)(1). The applicant states they were under the assumption that a previous approved Minor Amendment (SUP-63806) to the approved Special Use Permit (SUP-55187) extended the approval period of the original entitlement.

The administrative approval of the Minor Amendment to the original Special Use Permit did not extend the 18 month approval period conditioned by the City Council. Pursuant to the Condition of Approval related to Special Use Permit (SUP-63806) the application was still required to conform to the Conditions of Approval for Special Use Permit (SUP-55187), as well as the Minor Amendment itself was held to a two year approval period.

FINDINGS (DIR-64714)

Staff finds that the applicant submitted an application for an Extension of Time after the expiration of the approval period related to Special Use Permit (SUP-55187) and therefore the Extension of Time request is not an applicable application.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STEVEN D. ROSS
MAYOR PRO TEM

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RICKI Y. BARLOW
STAVROS S. ANTHONY
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

May 12, 2016

Acres Medical
Attn: Amy Bowron
1129 S Casino Center Boulevard
Las Vegas, NV 89104

RE: Extension of Time of Special Use Permit SUP-55817 [PRJ-64512]

To whom it may concern:

The requested Extension of Time (EOT) application submitted on May 9, 2016 is seeking an action that is not available under Title 19 and therefore is not being accepted by the Department of Planning. Specifically, the submitted application [PRJ-64512] was filed after the expiration of the approval period related to Special Use Permit SUP-55817.

Sincerely,

Tom Perrigo
Director of Planning

TP:me

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING

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city of las vegas

ACRES
CRAFT CANNABIS

5/16/2016

To City of Las Vegas Planning and/or City of Las Vegas County Clerk

Regarding: Appeal to Extension of Time Request for Acres Medical SUP 55187

Acres was awarded a State of Nevada provisional Dispensary Certificate through litigation on December 17, 2015. With a later start in the development of the Acres Medical Dispensary at 2320 Western Ave, Aces had submitted an Extension of Time Request on May 4th, 2016 as we were under the impression that the Extension of time/ renewal was granted March 15th with the minor amendment approval by the Planning Department.

Moving quickly Acres has successfully completed a minor amendment approved by Planning on March 15, 2016, received full construction permits on April 27, 2016 and has began fast tracked construction of the facility. The planning department had denied the Extension of Time request due to the late submission and has requested we submit an appeal in order to appear before the City Council Members.

With questions regarding the extension of time request for SUP 55187 please contact me directly.

Regards,

John Mueller- Owner

City of Las Vegas Agenda Item No.: **90.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

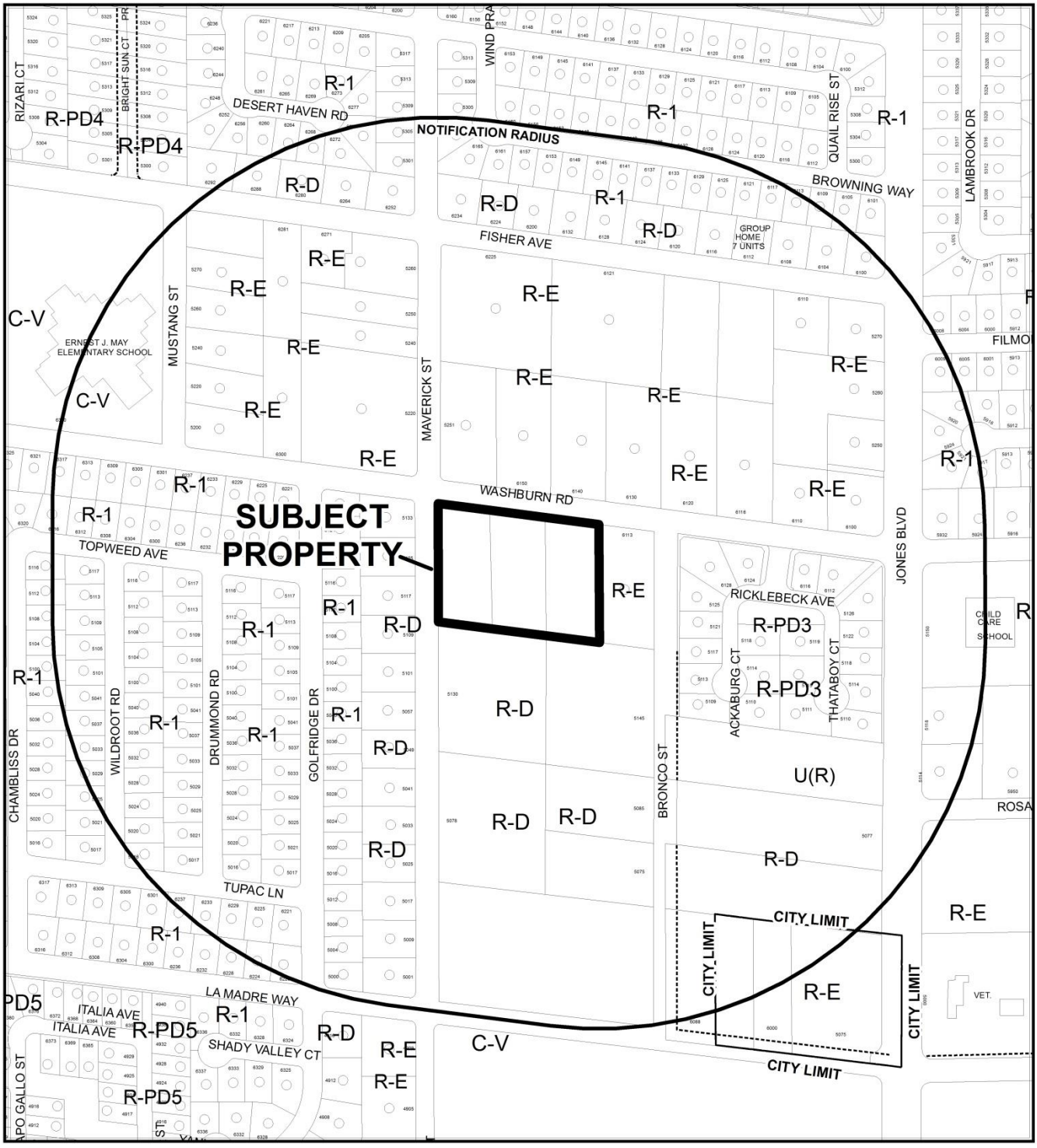
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-63987 - REZONING - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: REMARK REVOCABLE TRUST, ET AL - For possible action on a request for a Rezoning FROM: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED) on 2.94 acres at the southeast corner of Washburn Road and Maverick Street (APNs 125-35-701-001 through 003), Ward 4 (Anthony) [PRJ-63443]. The Planning Commission (3-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (3-0-1 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - ZON-63987, ZON-63998 and TMP-63989 [PRJ-63443]
2. Conditions and Staff Report - ZON-63987, ZON-63998 and TMP-63989 [PRJ-63443]
3. Supporting Documentation - ZON-63987, ZON-63998 and TMP-63989 [PRJ-63443]
4. Photo(s) - ZON-63987, ZON-63998 and TMP-63989 [PRJ-63443]
5. Justification Letter - ZON-63987, ZON-63998 and TMP-63989 [PRJ-63443]
6. Back up Submitted at the May 10, 2016 Planning Commission Meeting



0 300 600 Feet

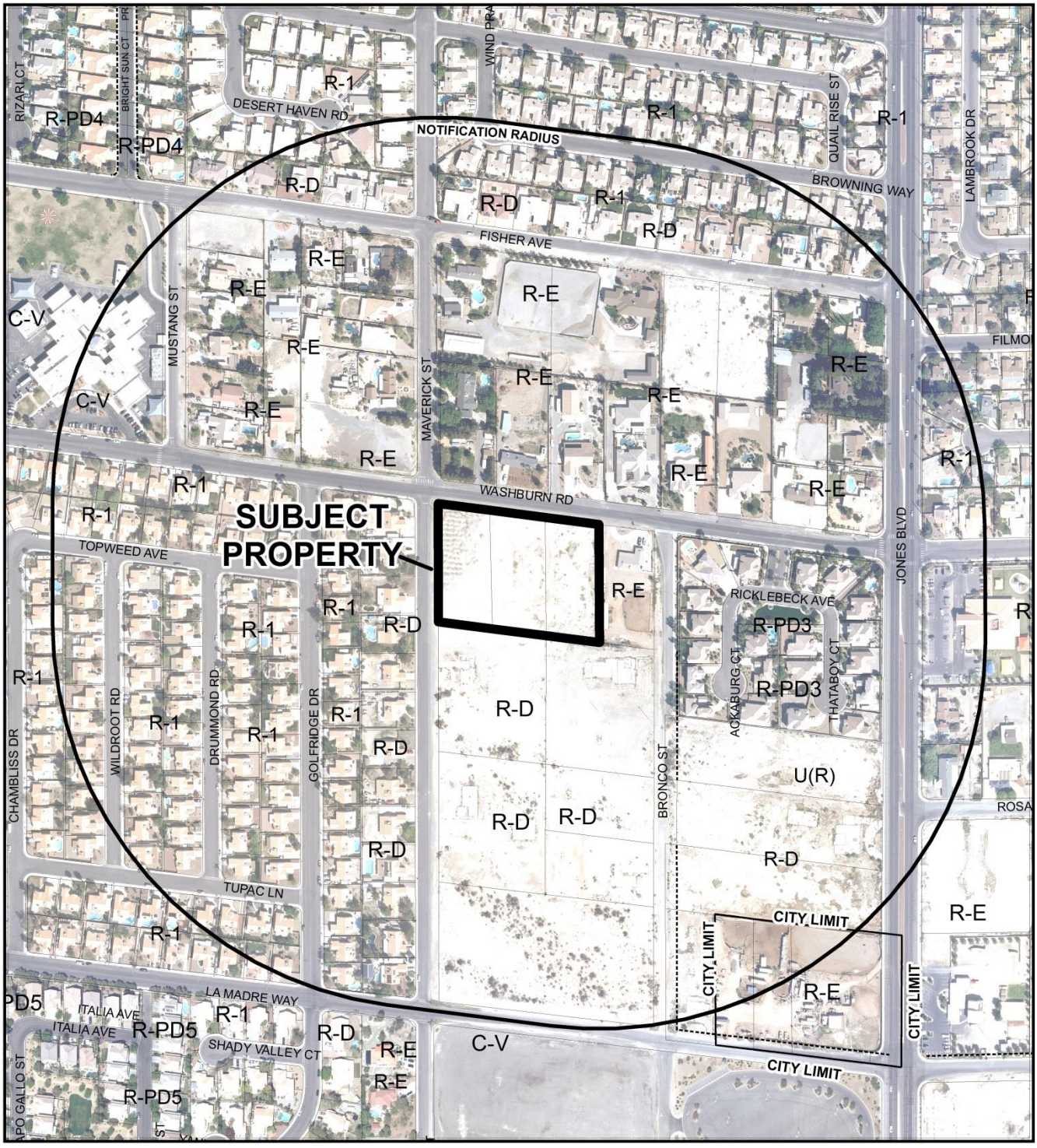
CASE: **ZON-63987 (PRJ-63443)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: R-D (SINGLE FAMILY RESIDENTIAL – RESTRICTED)

N



CASE: **ZON-63987 (PRJ-63443)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: R-D (SINGLE FAMILY RESIDENTIAL – RESTRICTED)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: DR HORTON - OWNER: REMARK REVOCABLE TRUST, ET AL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-63987	Staff recommends APPROVAL.	
ZON-63988	Staff recommends APPROVAL.	
TMP-63989	Staff recommends APPROVAL, subject to conditions:	ZON-63987 ZON-63988

** CONDITIONS **

TMP-63989 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. 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.

3. All development is subject to the conditions of City Departments and State Subdivision Statutes.

Public Works

4. Dedicate a 20-foot radius on the northeast corner of La Madre Way and Maverick Street and a 20-foot radius at the northwest corner of La Madre Way and Bronco Lane on the Final Map for this site.

5. Construct half street improvements on Washburn Road, Bronco Lane, La Madre Way and Maverick Street matching adjacent public street standards including appropriate transition paving, were legally able, concurrent with the development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

6. All public sewers not located in the public right-of-way for this site must be within a Public Sewer Easement or in a Patent Easement with a Declaration of Intent. Prior to approval of construction drawing for this site, provide documentation that a legal right to construct public sewer in La Madre Way exists. Additionally, prepare a Declaration of Utilization for any patent easements that are to be used for the off-site sewer in La Madre Way if required by the Sanitary Sewer Planning Section of the Department of Public Works.

7. 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.

8. 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 or submittal of any construction drawings, 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.

9. As per Unified Development Code (UDC) 19.16.060.G, all requirements must be complied with or such future compliance must be guaranteed by an approved performance security method in accordance with UDC sections 19.02.130.C and 19.02.130.E.

10. 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

The applicant is requesting two Rezoning (ZON-63987 and 63988) applications to change the zoning district from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to R-D (Single Family Residential-Restricted). The land is currently undeveloped. Staff recommends approval of the request as the density of the proposal is compatible with the existing surrounding residential developments. If denied, the parcels would remain unchanged.

The applicant is also requesting a related Tentative Map (TMP-63989) for a 55-lot subdivision. The subdivision is designed to meet all Title 19 code requirements. Staff recommends approval of the Rezoning and Tentative Map applications. If denied, no permits would be issued for the project.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/05/03	The City Council approved Annexation (A-0038-02) as part of a larger 495 acre request that included this site.
05/10/16	The Planning Commission voted (3-0-1/tm) to recommend APPROVAL on a request for a Rezoning (ZON-63987) FROM: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED) on 2.94 acres at the southeast corner of Washburn Road and Maverick Street (APNs 125-35-701-001 through 003), Ward 4 (Anthony) [PRJ-63443].
05/10/16	The Planning Commission voted (3-0-1/tm) to recommend APPROVAL on a request for a Rezoning (ZON-63988) FROM: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-D (SINGLE FAMILY RESIDENTIALRESTRICTED) on 3.92 acres at the northeast corner of La Madre Way and Maverick Street (APN 125-35-701-010), Ward 4 (Anthony) [PRJ-63443].
05/10/16	The Planning Commission voted (3-0-1/tm) to recommend APPROVAL on a request for a Tentative Map (TMP-63989) FOR A 55-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 15.47 acres at the northeast corner of La Madre Way and Maverick Street (APNs 125-35-701-001 through 003 and 005 through 010), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] and R-D (Single Family Residential-Restricted) Zone [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 4 (Anthony) [PRJ-63443].

Most Recent Change of Ownership	
08/26/13 and 08/28/15	Deeds were recorded for a change in ownership of parcels 125-35-701-001 through 003 and 005 through 010.

Related Building Permits/Business Licenses
No related permits for this project have been issued.

Pre-Application Meeting	
03/23/16	Staff met with the applicant and reviewed a proposed 55-lot single family residential subdivision located at the southeast corner of Washburn Road and maverick Street. Staff determined that two zoning applications and a tentative map application would be required. No issues were noted at this meeting.

Neighborhood Meeting	
05/05/2016	Meeting Start Time: 6:02 pm Meeting End Time: 6:50 pm Attendance: 25 Members of the Public 2 Applicants 1 Planning Staff Member Summary: • 95% of attendees lived on Maverick Street, across from the project; • They only wanted 13 lots on Maverick, to match the 13 lots on their (west) side of Maverick; • Residents were happy that they would not have to view a wall; • There were concerns about additional speeding and installing a 4-way stop at Maverick and Washburn; • Residents asked about construction (i.e. will there be a fence and where will the model homes be located). Applicant responded by saying there would be no construction fence and the model homes would be located on the new proposed street (Denver). • It appeared that attendees were generally supportive of the project.

Field Check	
03/31/2016	Staff visited the site and found undeveloped raw desert. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	15.47

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	R (Rural Density Residential)	U(R) [Undeveloped (Rural Density Residential)
			R-D (Single Family Residential-Restricted)
North	Single Family, Detached	R (Rural Density Residential)	R-E (Residence Estates)
South	Church/House of Worship	PF (Public Facilities)	C-V (Civic)
East	Single Family, Detached	R (Rural Density Residential)	R-PD3 (Residential Planned Development – three Units per Acre)
	Undeveloped		U(R) [Undeveloped (Rural Density Residential)
			R-D (Single Family Residential-Restricted)
West	Single Family, Detached	L (Low Density Residential)	R-D (Single Family Residential-Restricted)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District 175 - Feet	Y
Rural Preservation Overlay District	N*
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

**A small portion along the north side of the project is within the Rural Preservation Overlay District and the proposed density is more than the protected area.*

DEVELOPMENT STANDARDS

Pursuant to Title 19.06.060, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	10,000 SF	10,129 SF	Y
Min. Lot Width	80 Feet	80 Feet	Y
Min. Setbacks			
• Front	25 Feet	25 Feet	Y
• Side	5 Feet	5 Feet	Y
• Corner	15 Feet	15 Feet	Y
• Rear	30 Feet	30 Feet	Y
Max. Lot Coverage	N/A	N/A	N/A
Max. Building Height	35 Feet	35 Feet	Y
Mech. Equipment	Screened	Screened	Y

The following table is based on the entire project as a whole:

Existing Zoning	*Permitted Density*	*Units Allowed*	*Units Proposed*
U(R) [Undeveloped (Rural Density Residential)	3.59	55	55
Proposed Zoning	***Permitted Density***	***Units Allowed***	
R-D (Single Family Residential-Restricted)	3.59	55	55
General Plan	***Permitted Density***	***Units Allowed***	
R (Rural Density Residential)	3.59	55	55

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Washburn Road	Minor Collector Street	Planned Streets and Highways Map	60	Y
Maverick Street				
Bronco Street				
La Madre Way				
Denver Street	Residential Street	Title 19.04	47	Y

Streetscape Standards	*Required*	*Provided*	*Compliance*
Minor Collector Streets	Five-foot amenity area at back of curb and an adjacent five-foot wide sidewalk.	Five-foot sidewalk at back of curb.	Y*

Streetscape Standards	Required	Provided	Compliance
Residential Street (Narrow Lot)	Five-foot wide sidewalk at the back of curb.	Five-foot wide sidewalk at the back of curb.	Y

*The Department of Public Works has approved Deviations from the Complete Street Standards for this infill project in order for the project to match the existing conditions of adjacent developments.

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	55	Two Spaces Per Lot	110				
TOTAL SPACES REQUIRED			110		110		Y
Regular and Handicap Spaces Required			110	0	110	0	Y

ANALYSIS

The applicant is requesting two zoning applications both of which will take parcels located on the north and south of the project from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to R-D (Single Family Residential-Restricted). The intent is to bring the entire project under the same zoning designation as the parcels located between these requests. The R-D (Single Family Residential-Restricted) is an allowed designation under the R (Rural Density Residential) land use designation and will align with the surrounding zoning designations. Staff supports these applications.

The proposed 55-lot subdivision is designed to seamlessly fit in with the surrounding community. This project will not be a typically walled-in community. The homes will front onto the existing streets with one proposed new street bisecting the project from north to south. A Homeowners Association will be created to maintain the proposed 5,020 square feet of open space. This space is primarily located along La Madre Way and Washburn Road as landscape buffers. The Complete Street Standards have an approved Deviation by The Department of Public Works for Washburn Road, La Madre Way, Maverick Street and Bronco Street. The proposed local street, Denver Street, will meet the Complete Street Standards.

The lot sizes of the proposed development range from 10,129 square feet up to 13,279 square feet. No proposed model homes for the development were offered by the applicant. A detailed review of the floor plans will occur during the plan check and permitting process to assure all setback and code requirements of the R-D (Single Family Residential-Restricted) are being provided and met.

The northern portion of the development, along Washburn Road, is located within the Rural Preservation Overlay Buffer Area. This requires the applicant to justify any request for an increased residential zoning development. This project, if approved, will permit smaller lots than the protected residential areas. The applicant believes that the proposed lot sizes are similar in size to other residential lots in the area and therefore, should be approved.

Public Works staff provided the following comment, "This project will add approximately 526 trips per day on La Madre Way, Maverick Street, Jones Boulevard and Washburn Road. Maverick Street is currently at nearly one percent of capacity, Jones Boulevard is at nearly 48 percent of capacity and Washburn Road is nearly five percent of capacity. After this project is completed, Maverick Street will expect to be nearly five percent of capacity, Jones Boulevard will be nearly 50 percent of capacity and Washburn Road will be nearly nine percent of capacity. Traffic counts are not available for La Madre Way but are believed to be under capacity. Based on Peak Hour use, this development will add about 56 additional vehicle trips, or about one every minute".

The Clark County School District projects that approximately seventeen (17) primary and seven (7) secondary school students would be generated by the proposed development on this site. Of the three schools serving the area (Ernest May Elementary School, Lied Middle School and Shadow Ridge High School), the District notes that only Lied Middle School was not over capacity for the 2015-16 school year, and no new schools are planned in this area at this time.

The submitted east/west cross sections depict maximum natural grade less than 2% across this site. Per the Tables in Subdivision Code 19.06.050, a development with natural slopes less than 2%, is allowed a maximum four-foot retaining wall. There is one four-foot and one 1.33-foot retaining wall interior to the site.

The submitted north/south cross section depicts maximum natural grade less than 2% across this site. Per the Tables in Subdivision Code 19.06.050, a development with natural slopes less than 2%, is allowed a maximum four-foot retaining wall. There is one retaining wall interior to the site and it is less than one-foot in height.

FINDINGS (ZON-63987)

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 to R-D (Single Family Residential-Restricted) conforms to the density range allowed by the existing R (Rural Density Residential) General Plan land use designation and supports Objective 2.6., that states: "to improve the amount and quality of infill development on vacant and underutilized lands within established areas of the city."

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 detached single-family residential use proposed on the subject property is proposed at an appropriate density with the surrounding properties and is therefore, compatible with the density uses and zoning designations of these surrounding properties. The average lot size for this proposed development is close to 11,000 square feet.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   From November 2014 to November 2015 there has been an 11.4% increase in the number of housing permits requested in the City of Las Vegas. The density and size of the lots proposed for the property to be rezoned will resemble the development pattern of surrounding properties. The proposed Rezoning is therefore appropriate.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   The project is accessed from Washburn Road, Bronco Street, Maverick Street and La Madre Way all are 60-foot wide Residential Streets with sufficient capacity for the traffic needs of the proposed use. In addition, a proposed new 47-foot wide Local Street (Denver Street) will bisect the site for additional access.

FINDINGS (ZON-63988)

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 to R-D (Single Family Residential-Restricted) conforms to the density range allowed by the existing R (Rural Density Residential) General Plan land use designation and supports Objective 2.6., that states: "to improve the amount and quality of infill development on vacant and underutilized lands within established areas of the city."

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 detached single-family residential use proposed on the subject property is proposed at an appropriate density with the surrounding properties and is therefore, compatible with the density uses and zoning designations of these surrounding properties. The average lot size for this proposed development is close to 11,000 square feet.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   From November 2014 to November 2015 there has been an 11.4% increase in the number of housing permits requested in the City of Las Vegas. The density and size of the lots proposed for the property to be rezoned will resemble the development pattern of surrounding properties. The proposed Rezoning is therefore appropriate.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   The project is accessed from Washburn Road, Bronco Street, Maverick Street and La Madre Way all are 60-foot wide Residential Streets with sufficient capacity for the traffic needs of the proposed use. In addition, a proposed new 47-foot wide Local Street (Denver Street) will bisect the site for additional access.

FINDINGS (TMP-63989)

The proposed Tentative Map conforms to Nevada Revised Statues and Title 19 development standards and is compatible with the adjacent developments; therefore, staff recommends approval.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 22

NOTICES MAILED
337 - ZON-63987 (By City Clerk)
337 - ZON-63988 (By City Clerk)
337 - TMP-63989 (By City Clerk)

APPROVALS
0 - ZON-63987
0 - ZON-63988
0 - TMP-63989

PROTESTS
2 - ZON-63987
2 - ZON-63988
2 - TMP-63989

YK

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-63987 APN: 125-35-701-001, 002 & 003

Name of Property Owner: Mosaic Five, LLC

Name of Applicant: DR Horton

Name of Representative: Triton 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: _____

Print Name: Vince Schettler

Subscribed and sworn before me

This 22nd day of March, 2016

_____
Notary Public in and for said County and State

NICOL MONTALTO
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF CLARK
No. 99-35661-1 MY APPT. EXPIRES MARCH 1, 2019

PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-63987 APN: 125-35-701-001, 002 & 003

Name of Property Owner: Remark Revocable Trust

Name of Applicant: DR Horton

Name of Representative: Triton 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: Remark Revocable Trust

Print Name: Remark Revocable Trust Daniel Krasna

Subscribed and sworn before me

This _____day of _____, 20_____

See attached notarial certificate.

_____

Notary Public in and for said County and State

PRJ-63443
03/28/16

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA JURAT

State of California)

County of San Diego)

Subscribed and sworn to (or affirmed) before me on this 22 day of March, 2016, by Daniel Kramer -

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

DAWN LARSON
Commission No. 2107121
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires April 16, 2019

Signature Dawn Larson

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

ZON-63987

PRJ-63443
03/28/16

© Copyright 2007-2014 Notary Rotary, Inc. PO Box 41400, Des Moines, IA 50311-0507 All Rights Reserved. Item Number 101884. Please contact your Authorized Reseller to purchase copies of this form.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-63987 APN: 125-35-701-006

Name of Property Owner: Big T Partnership, Tony Tegano, general partner

Name of Applicant: DR Horton

Name of Representative: Triton 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: Big T Partnership Tony Tegano General Partner

Print Name: TONY TEGANO, GENERAL PARTNER

Subscribed and sworn before me

This 22nd day of March, 2014

Notary Public in and for said County and State

HEATHER STRONG
Notary Public State of Nevada
No. 06-107806-1
My Appt Expires July 26, 2018

PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-63987 APN: 125-35-701-008

Name of Property Owner: Saguaro Equities LLC

Name of Applicant: DR Horton

Name of Representative: Triton 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: _____

Saguaro Equities, LLC - By: Focus Investment Manager, LLC, its Manager

Print Name: By: Thomas J. DeVore, its Manager

Subscribed and sworn before me

This 23rd day of MARCH, 2016

S. Mannsur Johnston

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
S. MANNSUR-JOHNSTON
Appt. No. 03-79990-1
My Appt. Expires Feb. 5, 2019

PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-63987 APN: 125-35-701-009

Name of Property Owner: Southwest Desert Equities LLC

Name of Applicant: DR Horton

Name of Representative: Triton 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: _____

Print Name: Southwest Desert Equities, LLC - By: Focus Investment Manager, LLC, its Manager, By: Thomas J. DeVore, its Manager

Subscribed and sworn before me

This 23rd day of MARCH, 2016

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
S. MANNSUR-JOHNSTON
Appt. No. 03-79990-1
My Appt Expires Feb. 5, 2019

PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-63987 APN: 125-35-701-010

Name of Property Owner: Investor Equity Homes, LLC & Mosaic Land 2, LLC

Name of Applicant: DR Horton

Name of Representative: Triton 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: _____

Print Name: Vincent Scherer

Subscribed and sworn before me

This 22 day of March, 2016

_____

Notary Public in and for said County and State

NICOL MONTALTO
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF CLARK
No. 99-35661-1 MY APPT. EXPIRES MARCH 1, 2019

PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Zone Change

Project Address (Location) SE Corner of Washburn Road & Maverick Street

Project Name Maverick & Washburn **Proposed Use** Residential

Assessor's Parcel #(s) 125-35-701-001, 002 & 003 **Ward #** 4

General Plan: existing R proposed R **Zoning:** existing U proposed R-D

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.94 **Lots/Units** _____ **Density** _____

Additional Information To rezone the parcel from U to R-D

PROPERTY OWNER Remark Revocable Trust **Contact** Khusrow Roohani

Address 9500 Hillwood Drive **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89134

E-mail Address _____

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Drive, Suite #141 **Phone:** (702) 672-1939 **Fax:** _____

City Henderson **State** NV **Zip** 89014

E-mail Address MEJones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** Aimee Ignatowicz-English

Address 6757 W. Charleston Blvd. Ste# B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NV **Zip** 89146

E-mail Address aignatowicz@tritoneng.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 DANIAL KRAMER

Subscribed and sworn before me

This 28th day of March, 20 16.

_____

Notary Public in and for said County and State

NICOL MONTALTO
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF CLARK
No. 99-35661-1 MY APPT. EXPIRES MARCH 1, 2019

FOR DEPARTMENT USE ONLY

Case #	ZON-63987
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-63443
03/28/16

Revised 10/27/08

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Zone Change

Project Address (Location) SE Corner of Washburn Road & Maverick Street

Project Name Maverick & Washburn **Proposed Use** Residential

Assessor's Parcel #(s) 125-35-701-001, 002 & 003 **Ward #** 4

General Plan: existing R proposed R **Zoning:** existing U proposed R-D

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.94 **Lots/Units** _____ **Density** _____

Additional Information To rezone the parcel from U to R-D

PROPERTY OWNER Remark Revocable Trust **Contact** Khusrow Roohani

Address 9500 Hillwood Drive **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89134

E-mail Address _____

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Drive, Suite #141 **Phone:** (702) 672-1939 **Fax:** _____

City Henderson **State** NV **Zip** 89014

E-mail Address MEJones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** Aimee Ignatowicz-English

Address 6757 W. Charleston Blvd. Ste# B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NV **Zip** 89146

E-mail Address aignatowicz@tritoneng.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 DAWAL KRAMER.

Subscribed and sworn before me

This 28th day of March, 2016.

_____

Notary Public in and for said County and State

NICOL MONTALTO
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF CLARK
No. 99-35661-1 MY APPT. EXPIRES MARCH 1, 2019

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	ZON-63987
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-63443
03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Zone Change

Project Address (Location) SE Corner of Washburn Road & Maverick Street

Project Name Maverick & Washburn **Proposed Use** Residential

Assessor's Parcel #(s) 125-35-701-001, 002 & 003 **Ward #** 4

General Plan: existing R proposed R **Zoning:** existing U proposed R-D

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.94 **Lots/Units** _____ **Density** _____

Additional Information To rezone the parcel from U to R-D

PROPERTY OWNER Khusrow Roohani Family Trust **Contact** Khusrow Roohani

Address 9500 Hillwood Drive **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89134

E-mail Address _____

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Drive, Suite #141 **Phone:** (702) 672-1939 **Fax:** _____

City Henderson **State** NV **Zip** 89014

E-mail Address MEJones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** Aimee Ignatowicz-English

Address 6757 W. Charleston Blvd. Ste# B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NV **Zip** 89146

E-mail Address aignatowicz@tritoneng.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 KHUSROW ROOHANI

Subscribed and sworn before me

This 28th day of March, 2016.

_____

Notary Public in and for said County and State

NICOL MONTALTO
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF CLARK
No. 99-35661-1 MY APPT. EXPIRES MARCH 1, 2019

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	ZON-63987
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-63443
03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Zone Change

Project Address (Location) NE Corner of W. La Madre Way & Maverick Street

Project Name Maverick & Washburn **Proposed Use** Residential

Assessor's Parcel #(s) 125-35-701-010 **Ward #** 4

General Plan: existing R proposed R **Zoning:** existing U proposed R-D

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 3.92 **Lots/Units** _____ **Density** _____

Additional Information To rezone the parcel from U to R-D

PROPERTY OWNER Investor Equity Homes LLC & **Contact** Mosaic Land 2 LLC

Address 3960 Howard Hughes Pkwy Ste#150 **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89169

E-mail Address _____

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Drive, Suite #141 **Phone:** (702) 672-1939 **Fax:** _____

City Henderson **State** NV **Zip** 89014

E-mail Address MEJones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** Aimee Ignatowicz-English

Address 6757 W. Charleston Blvd. Ste# B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NV **Zip** 89146

E-mail Address aignatowicz@tritoneng.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 Vincent Schettler

Subscribed and sworn before me

This 28th day of March, 2016.

_____

Notary Public in and for said County and State

NICOL MONTALTO
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF CLARK
No. 99-35661-1 MY APPT. EXPIRES MARCH 1, 2019

FOR DEPARTMENT USE ONLY

Case #	ZON-63987
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-69449
03/28/16

Revised 10/27/08

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Zone Change

Project Address (Location) SE Corner of Washburn Road & Maverick Street

Project Name Maverick & Washburn **Proposed Use** Residential

Assessor's Parcel #(s) 125-35-701-001, 002 & 003 **Ward #** 4

General Plan: existing R proposed R **Zoning:** existing U proposed R-D

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.94 **Lots/Units** _____ **Density** _____

Additional Information To rezone the parcel from U to R-D

PROPERTY OWNER Mosaic Five, LLC **Contact** Vince Schettler

Address 3960 Howard Hughes Parkway, Suite 150 **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89169

E-mail Address _____

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Drive, Suite #141 **Phone:** (702) 672-1939 **Fax:** _____

City Henderson **State** NV **Zip** 89014

E-mail Address MEJones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** Aimee Ignatowicz-English

Address 6757 W. Charleston Blvd. Ste# B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NV **Zip** 89146

E-mail Address aignatowicz@tritoneng.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 Vincent Schettler

Subscribed and sworn before me

This 28th day of March, 2016.

Nicol Montalto

Notary Public in and for said County and State

NICOL MONTALTO
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF CLARK
No. 99-35661-1 MY APPT. EXPIRES MARCH 1, 2019

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	ZON-63987
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 conformance with applicable sections of the Zoning Ordinance.

PRJ-63443
03/28/16

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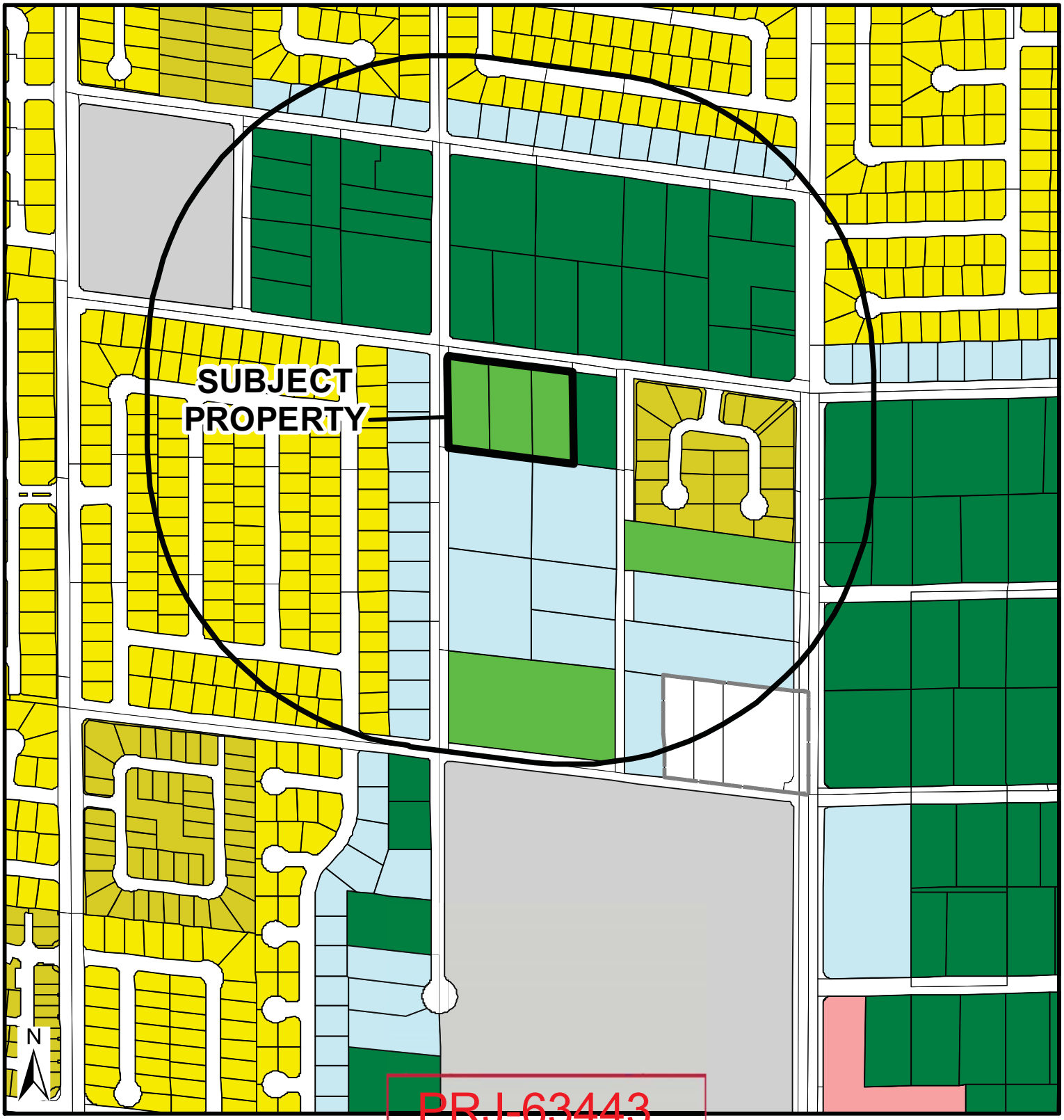
ZON-63987



PRJ-63443
04/25/16

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(R) TO R-D

ZON-63987

- 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: Monday, April 25, 2016

MAVERICK & WASHBURN
TENTATIVE MAP
A RESIDENTIAL SUBDIVISION

LEGAL DESCRIPTION

(APN'S: 125-35-701-001, 002 & 003)

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., DESCRIBED AS FOLLOWS:

LOTS ONE (1), TWO (2) AND THREE (3), AS SHOWN BY MAP THEREOF ON FILE IN FILE 32 OF PARCEL MAPS, PAGE 3, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

TOGETHER WITH THAT PORTION OF WASHBURN ROAD, THAT WOULD PASS BY OPERATION OF LAW, AS VACATED BY THAT CERTAIN ORDER OF VACATION RECORDED JUNE 29, 2005 IN BOOK 20050629 AS INSTRUMENT NO. 0006088 OF OFFICIAL RECORDS.

(APN'S: 125-35-701-005 & 007)

PARCEL 1 (APN 125-35-701-005):

THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.B. & M., CLARK COUNTY, NEVADA.

EXCEPTING THAT PORTION AS CONVEYED IN DEED RECORDED AUGUST 17, 1966 IN BOOK 381 AS INSTRUMENT NO. 307317 CLARK COUNTY, NEVADA.

PARCEL 2 (125-35-701-007):

NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.B. & M.

EXCEPTING THAT PORTION AS CONVEYED IN DEED RECORDED AUGUST 17, 1966 IN BOOK 381 INSTRUMENT NO. 307317 CLARK COUNTY NEVADA.

(APN: 125-35-701-006)

THE EAST HALF (E 1/2) OF THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 60 EAST M.D.M.

EXCEPTING THEREFROM THE EASTERLY THIRTY (30.00) FEET FOR ROAD PURPOSES AS CONVEYED TO CLARK COUNTY BY DEED RECORDED AUGUST 17, 1962 IN BOOK 381 AS DOCUMENT NO. 307314, OFFICIAL RECORDS.

(APN'S: 125-35-701-008 & 009)

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 60 EAST M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCELS ONE (1) AND TWO (2) AS SHOWN BY MAP THEREOF OF FILE IN FILE 14 OF PARCEL MAPS, PAGE 60 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

(APN: 125-35-701-010)

THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 60 EAST M.D.M.

EXCEPTING THEREFROM THOSE PORTIONS AS CONVEYED TO CLARK COUNTY BY THOSE CERTAIN GRANT DEEDS RECORDED AUGUST 17, 1962 IN BOOK 381 AS INSTRUMENT NOS. 307314, 307316 AND 307317 OF OFFICIAL RECORDS.

BASIS OF BEARING

NORTH 82°59'56" WEST, BEING THE BEARING OF THE SOUTH LINE OF THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 117, PAGE 9 OF PLATS.

BENCHMARK

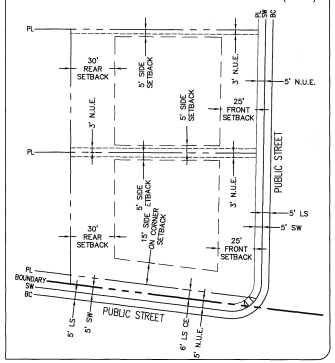
CITY OF LAS VEGAS BENCHMARK No. BLV9035E6

RIVET & PLATE IN TOP OF CURB AT THE SOUTHWEST CORNER OF WASHBURN ROAD & MAVERICK STREET.

ELEVATION = 700.720 METERS (NAVD'88 2008 ADJ.)
ELEVATION = 2298.95 U.S. FEET (NAVD'88 2008 ADJ.)

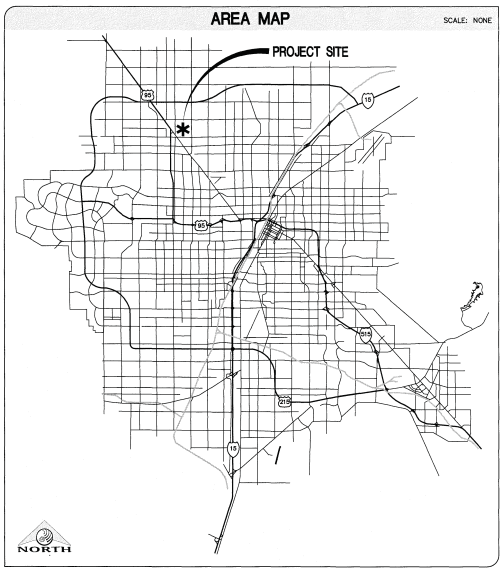
TYPICAL LOT

(1"=40')



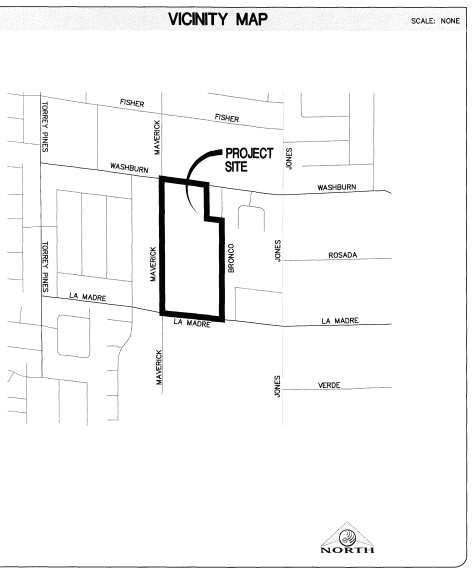
AREA MAP

SCALE: NONE



VICINITY MAP

SCALE: NONE



DEVIATIONS NOTE

NO DEVIATIONS

PARKING ANALYSIS

TOTAL LOTS:	55
REQUIRED SPACES: (2 PER HOUSE)	110
PROVIDED SPACES: (2 PER HOUSE)	110

LAND USE TABULATION

LAND USE DESIGNATION

EXISTING CLV ZONING	U/R
PROPOSED CLV ZONING	U/R
MINIMUM LOT SIZE (SF)	10,129 SF

SITE SUMMARY

TOTAL UNITS	55 UNITS
GROSS ACREAGE	15.44 ACRES
GROSS DENSITY	3.6 UNITS/ACRE
OPEN SPACE REQUIRED	NONE
OPEN SPACE PROVIDED	
COMMON LOT A	1,428 SF
COMMON LOT B	687 SF
COMMON LOT C	1,432 SF
COMMON LOT D	1,473 SF
TOTAL	5,020 SF

FOR

DR HORTON

1081 WHITNEY RANCH DRIVE, SUITE #141
HENDERSON, NV 89014
PHONE: (702) 635-3600

BY

Triton Engineering

6757 W. Charleston Boulevard
Suite B
Las Vegas, Nevada 89146

Office: (702) 254-1480
Fax: (702) 254-3062
www.tritoneng.com

EST. SEWAGE CONTRIBUTION

AVERAGE FLOW = 0.014 MILLION GALLONS PER DAY
PEAK FLOW = 0.049 MILLION GALLONS PER DAY
WET PEAK FLOW = 0.061 MILLION GALLONS PER DAY

NOTES

1. ALL EXTERIOR STREETS ARE PUBLIC. ALL INTERIOR STREETS ARE PUBLIC WITH SIDEWALK ON BOTH SIDES OF THE STREET.
2. UTILITY SERVICES TO BE PROVIDED BY:
   CITY OF LAS VEGAS SEWER
   LAS VEGAS VALLEY WATER DISTRICT
   CENTURYLINK TELEPHONE
   REPUBLIC SERVICES
   SOUTHWEST GAS COMPANY
   NV ENERGY
3. A HOME OWNERS ASSOCIATION, OR LANDSCAPE MAINTENANCE ASSOCIATION, WILL BE ESTABLISHED, AND WILL MAINTAIN LANDSCAPING. THEREFORE, CC&R'S WILL BE REQUIRED.
4. THERE ARE NO OBSERVABLE FAULTS OR FISSURES LOCATED ON THIS SITE.
5. AS PROPOSED, DEVELOPMENT IS CONSIDERED FEASIBLE FROM A GEOTECHNICAL STANDPOINT.
6. GROUNDWATER WAS NOT OBSERVED DURING EXCAVATIONS AND IS NOT SHOWN ON MAPS OF KNOWN GROUNDWATER ELEVATIONS IN THE AREA TO BE WITHIN 20 FEET OF THE KNOWN GROUND ELEVATION.
7. THIS SITE IS LOCATED IN ZONE X PER FEMA MAP #32003C1726F. ZONE X IS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOODPLAIN.
8. SOILS REPORT PREPARED BY:
   GEOTEK RESIDENTIAL, LLC
   PROJECT No. 12565-LVR
   DATED: SEPTEMBER 14, 2015
9. WATER SERVICE FOR LOTS 1-15 WILL BE PROVIDED BY EN EXISTING WATER MAIN RUNNING NORTH AND SOUTH ALONG MAVERICK STREET. THE REMAINING 40 LOTS WILL BE SERVICED BY A PROPOSED WATER MAIN WITH THE POC AT WASHBURN ROAD AND LA MADRE WAY.
10. SEWER SERVICE WILL BE PROVIDED BY PROPOSED SEWER WITH A POC AT LA MADRE WAY AND JONES BOULEVARD.

GENERAL LEGEND

- (2295) EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- RIGHT-OF-WAY
- BOUNDARY LINE
- STREET CENTERLINE
- EDGE OF PAVEMENT
- EXISTING CURB, GUTTER, & SIDEWALK
- PROPOSED CURB, GUTTER, & SIDEWALK
- PROPOSED WATER
- EXISTING WATER
- PROPOSED SEWER WITH FLOW DIRECTION
- EXISTING SEWER
- FIRE HYDRANT
- RETAINING WALL
- PROPOSED AC PAVING
- SAWCUT LINE
- EXISTING FENCE
- EX. GAS — EXISTING GAS
- EX. 10"S — EXISTING SEWER MAIN
- 8"S — PROPOSED SEWER MAIN
- PROPOSED SEWER LATERAL
- EX. 36"SD — EXISTING STORM DRAIN
- 36"SD — PROPOSED STORM DRAIN
- EX. 8"W — EXISTING WATER MAIN
- 8"W — PROPOSED WATER MAIN
- PROPOSED FIRE HYDRANT
- 23 — LOT NUMBER
- PROPOSED STREETLIGHT
- EXISTING STREETLIGHT

ASSESSOR'S PARCEL NUMBERS

125-35-701-001 THRU 003
125-35-701-005 THRU 010

OWNERS

REMARK REVOCABLE TRUST ETAL MOSAIC FIVE L L C
9500 HILLWOOD DR #201
LAS VEGAS, NV 89134

S W D E 13009 L L C ETAL MAUPERTUIS FRED & JANICE
2056 GLENVIEW DR
LAS VEGAS,NV 89134

BIG T L P ETAL OUSUMANO SHARON
8375 W FLAMINGO RD #4200
LAS VEGAS,NV 89147

SAGUARO EQUITIES L L C
3455 CLIFF SHADOWS PKWY #220
LAS VEGAS, NV 89129-1077

SOUTHWEST DESERT EQUITIES L L C
3455 CLIFF SHADOWS PKWY #220
LAS VEGAS, NV 89129-1077

INVESTOR EQUITY HOMES L L C AND MOSAIC LAND 2 L L C
3960 HOWARD HUGHES PKWY #150
LAS VEGAS, NV 89169

DEVELOPER

DR HORTON
1081 WHITNEY RANCH DRIVE, SUITE #141
HENDERSON, NEVADA 89014
PHONE: (702) 635-3600

ENGINEER

TRITON ENGINEERING
6757 WEST CHARLESTON BOULEVARD, SUITE B
LAS VEGAS, NV 89146
OFFICE: (702) 254-1480
FAX: (702) 254-3062

SURVEYOR

TRI-CORE SURVEYING
6755 W. CHARLESTON BLVD STE A
LAS VEGAS, NV 89146
OFFICE: (702) 524-4085

INDEX OF DRAWINGS

SHEET NUMBER	DESCRIPTION
1	COVER SHEET
2	TENTATIVE MAP
3	DETAILS
4	SECTIONS

PRJ-63443
04/21/16

JAMES M. PEARCE, Exp. 12-31-17, CIVIL, No. 9552, STATE OF NEVADA, PROFESSIONAL ENGINEER
4-21-16

NO.	DESCRIPTION	DATE	APP'D

DATE: 03/11/16
PM: J. PEARCE
DRAWN BY: -
DESIGNED BY: -
CHECKED BY: -
ADA CHECKED: -
JOB NO.: 007.098
SCALE: AS NOTED

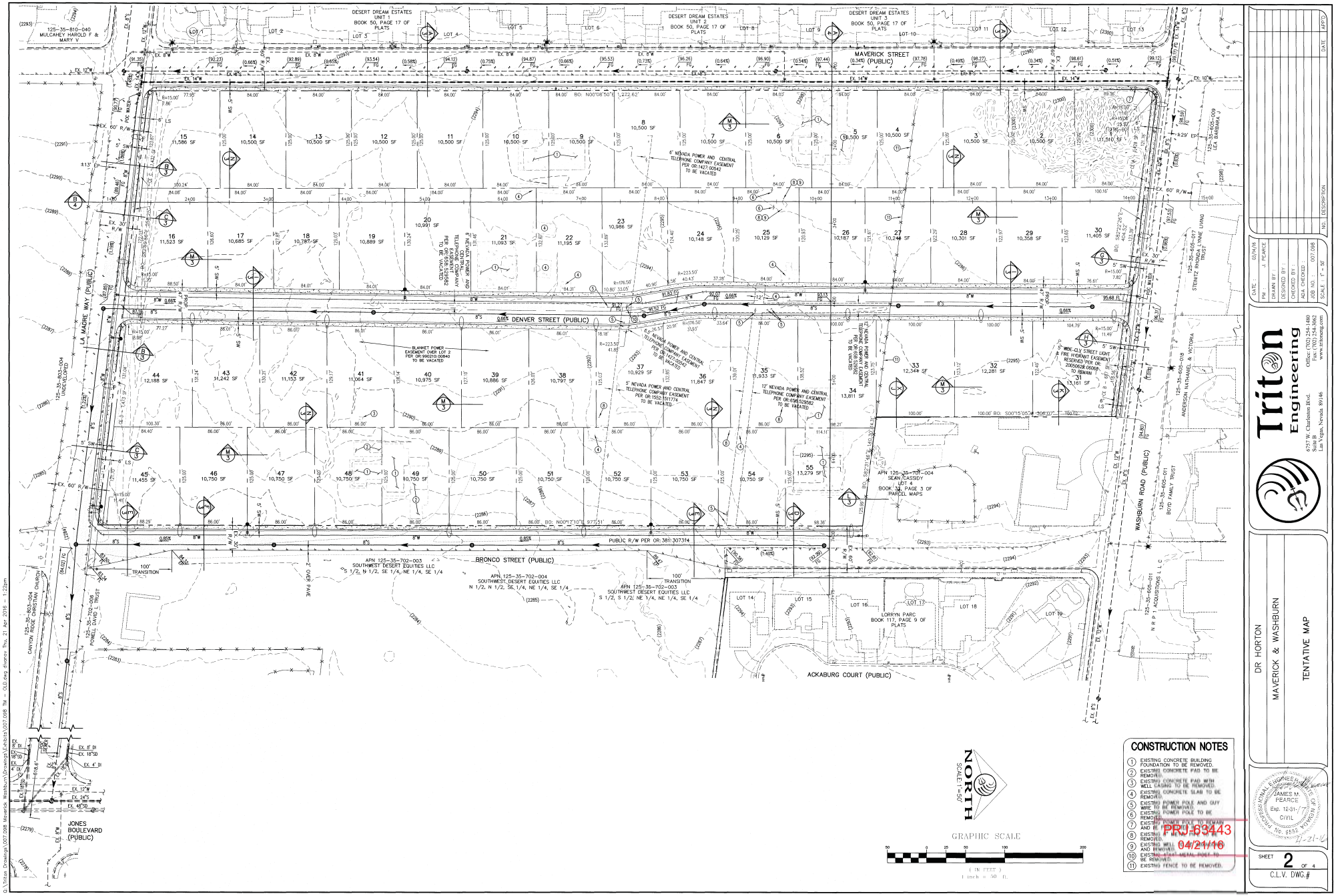
Triton Engineering
6757 W. Charleston Blvd. Suite B Las Vegas, Nevada 89146
Office: (702) 254-1480 Fax: (702) 254-3062 www.tritoneng.com

DR HORTON
MAVERICK & WASHBURN
COVER SHEET

SHEET 1 OF 4
C.L.V. DWG.#

G:\Triton Drawings\007.098 Maverick Washburn\Drawings\Exhibits\007.098 TM.dwg chore Thu, 21 Apr 2016 - 3:21pm

ZON-63987, ZON-63988 and TMP-63989 - REVISED



CONSTRUCTION NOTES

1. EXISTING CONCRETE BUILDING FOUNDATION TO BE REMOVED.
2. EXISTING CONCRETE PAD TO BE REMOVED.
3. EXISTING CONCRETE PAD WITH WELL CASING TO BE REMOVED.
4. EXISTING CONCRETE SLAB TO BE REMOVED.
5. EXISTING POWER POLE AND GUY WIRE TO BE REMOVED.
6. EXISTING POWER POLE TO BE REMOVED.
7. EXISTING POWER POLE TO REMAIN AND BE PROTECTED IN PLACE.
8. EXISTING LIGHT POLE TO BE REMOVED.
9. EXISTING WELL TO BE CAPPED AND REMOVED.
10. EXISTING STEEL METAL POST TO BE REMOVED.
11. EXISTING FENCE TO BE REMOVED.

NO.	DESCRIPTION	DATE	APP'D

DATE: 03/14/16
PM: J. PEARCE
DRAWN BY:
DESIGNED BY:
CHECKED BY:
ADA CHECKED
JOB NO.: 007.098
SCALE: 1" = 50'

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6757 W. Charleston Blvd. Suite B Las Vegas, Nevada 89146
Office: (702) 254-1480 Fax: (702) 254-3962
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DR HORTON
MAVERICK & WASHBURN
TENTATIVE MAP

PROFESSIONAL ENGINEER JAMES M. PEARCE Exp. 12-31-17 CIVIL No. 9552 STATE OF NEVADA
3-21-16

PW 03443
04/21/16

SHEET 2 OF 4
C.L.V. DWG.#

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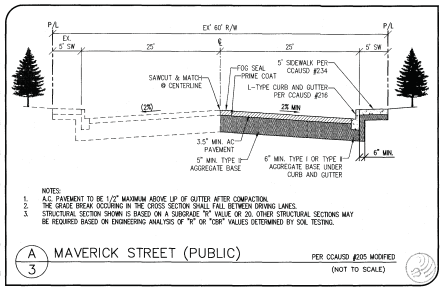
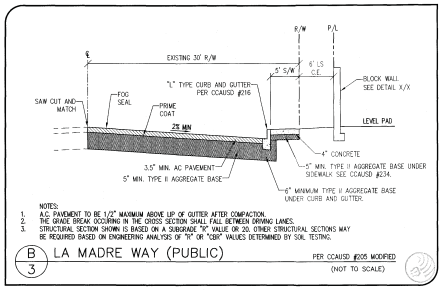
ZON-63987, ZON-63988 and TMP-63989 - REVISED



NOTES:
1. A.C. PAVEMENT TO BE 1/2" MAXIMUM ABOVE LIP OF GUTTER AFTER COMPACTION.
2. THE GRADE BREAK OCCURING IN THE CROSS SECTION SHALL FALL BETWEEN DRIVING LANES.
3. STRUCTURAL SECTION SHOWN IS BASED ON A SUBGRADE "R" VALUE OR 20. OTHER STRUCTURAL SECTIONS MAY BE REQUIRED BASED ON ENGINEERING ANALYSIS OF "R" OR "CBR" VALUES DETERMINED BY SOIL TESTING.

A 3 MAVERICK STREET (PUBLIC) — PER CCAUSD #205 MODIFIED (NOT TO SCALE)



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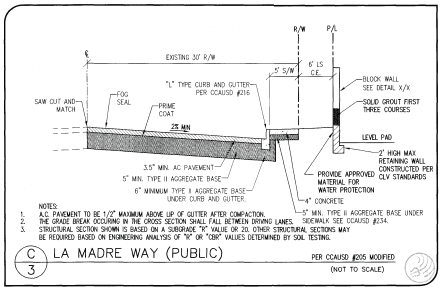
B 3 LA MADRE WAY (PUBLIC) — PER CCAUSD #205 MODIFIED (NOT TO SCALE)



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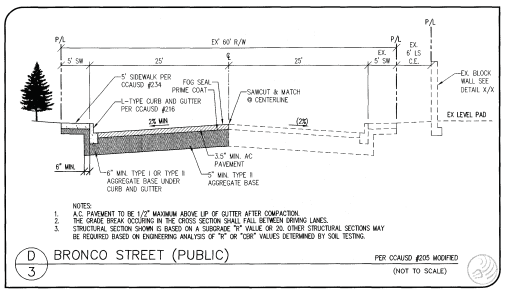
C 3 LA MADRE WAY (PUBLIC) — PER CCAUSD #205 MODIFIED (NOT TO SCALE)



NOTES:
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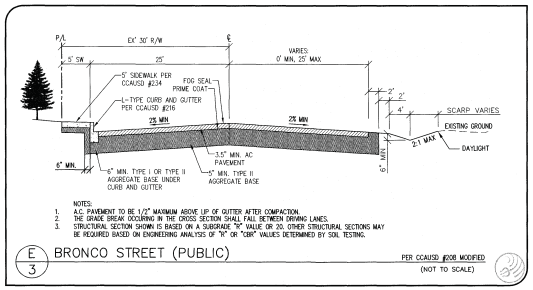
D 3 BRONCO STREET (PUBLIC) — PER CCAUSD #205 MODIFIED (NOT TO SCALE)



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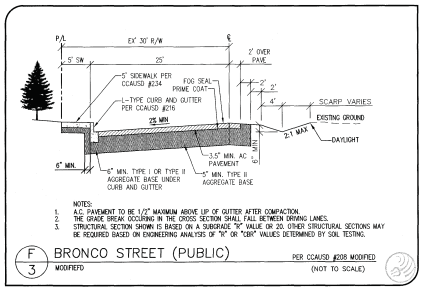
E 3 BRONCO STREET (PUBLIC) — PER CCAUSD #208 MODIFIED (NOT TO SCALE)



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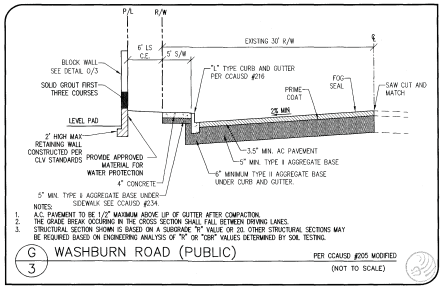
F 3 MODIFIED BRONCO STREET (PUBLIC) — PER CCAUSD #208 MODIFIED (NOT TO SCALE)



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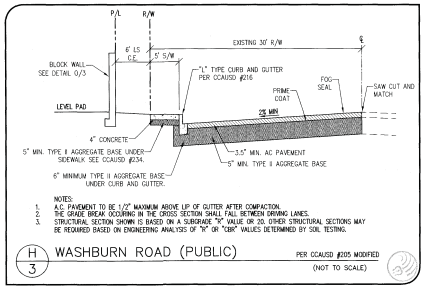
G 3 WASHBURN ROAD (PUBLIC) — PER CCAUSD #205 MODIFIED (NOT TO SCALE)



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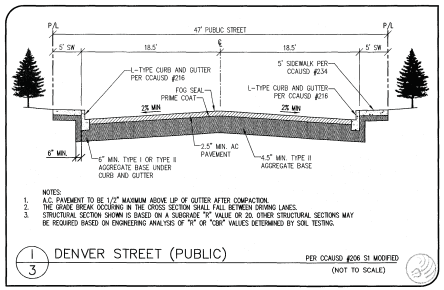
H 3 WASHBURN ROAD (PUBLIC) — PER CCAUSD #205 MODIFIED (NOT TO SCALE)



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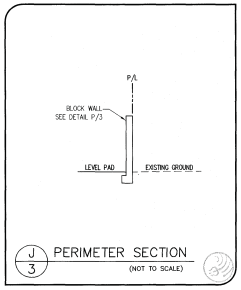
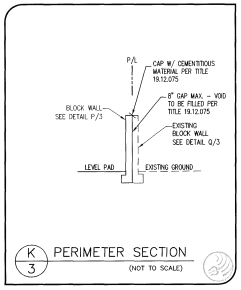
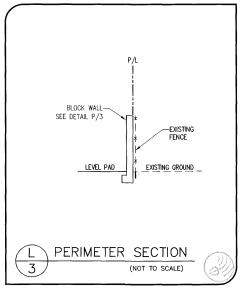
I 3 DENVER STREET (PUBLIC) — PER CCAUSD #206 S1 MODIFIED (NOT TO SCALE)



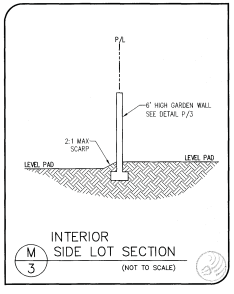
J 3 PERIMETER SECTION (NOT TO SCALE)



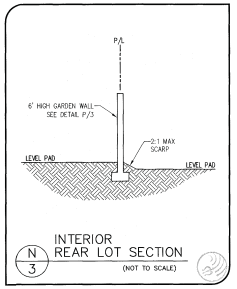
K 3 PERIMETER SECTION (NOT TO SCALE)



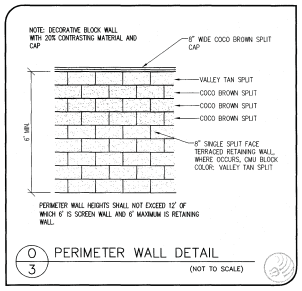
L 3 PERIMETER SECTION (NOT TO SCALE)



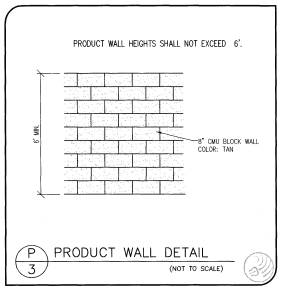
M 3 INTERIOR SIDE LOT SECTION (NOT TO SCALE)



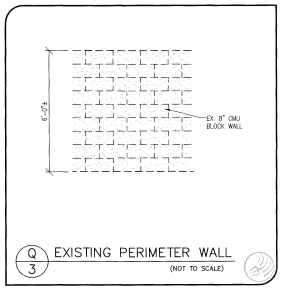
N 3 INTERIOR REAR LOT SECTION (NOT TO SCALE)



O 3 PERIMETER WALL DETAIL (NOT TO SCALE)



P 3 PRODUCT WALL DETAIL (NOT TO SCALE)



Q 3 EXISTING PERIMETER WALL (NOT TO SCALE)

PRJ-63443
04/21/16

DR HORTON
MAVERICK & WASHBURN
DETAILS

Triton Engineering
6757 W. Charleston Blvd.
Suite 120
Las Vegas, Nevada 89146
Office: (702) 254-1480
Fax: (702) 254-1488
www.tritonnv.com

JAMES M. PEARCE
Exp. 12-31-17
CIVIL
No. 8852
04/21/16

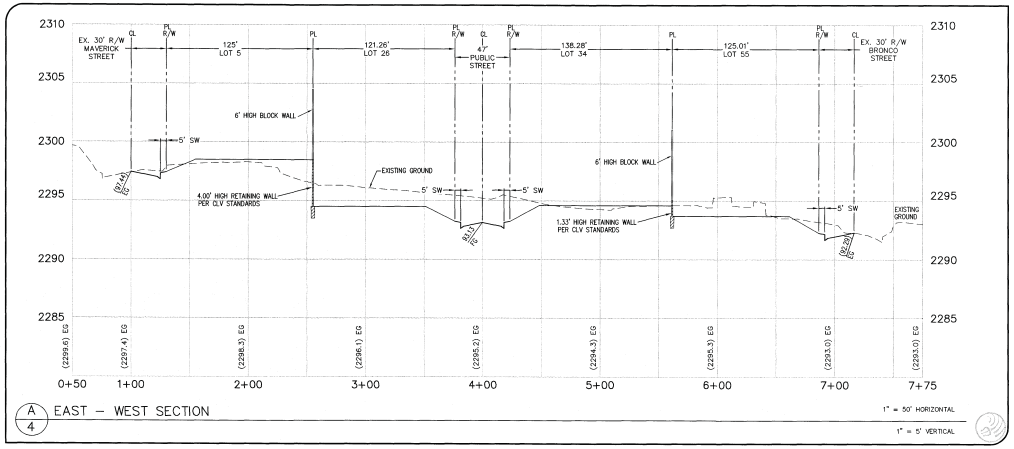
SHEET 3 OF 4
C.L.V. DWG.#

NO.	DESCRIPTION	DATE	APP'D

DATE: 03/4/16
PM: J. PEARCE
DRAWN BY:
DESIGNED BY:
CHECKED BY:
ADA CHECKED:
JOB NO.: 007.098
SCALE: NONE

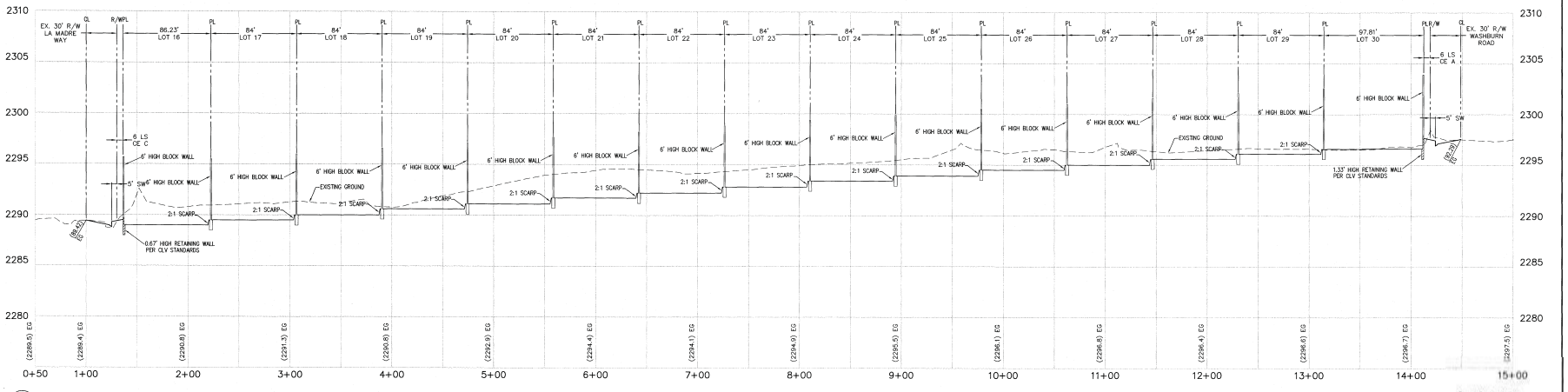
Q:\Triton Drawings\007.098 Maverick Washburn\Drawings\Exhibits\007.098 TM - OLD.dwg dnardov Thu, 21 Apr 2016 - 1:21pm

ZON-63987, ZON-63988 and TMP-63989 - REVISED



A/4 EAST – WEST SECTION

1" = 50' HORIZONTAL
1" = 5' VERTICAL



B/4 NORTH – SOUTH SECTION

1" = 50' HORIZONTAL
1" = 5' VERTICAL

PRJ-63443
04/21/16

Triton Engineering
6757 W. Charleston Blvd. Suite B
Las Vegas, Nevada 89146
Office: (702) 254-1480
Fax: (702) 254-3062
www.tritoneng.com

DR HORTON
MAVERICK & WASHBURN
SECTIONS

JAMES M. PEARCE
Exp. 12-31-17
CIVIL

SHEET 4 OF 4
C.L.V. DWG.#

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ZON-63987, ZON-63988 and TMP-63989 - 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 03/24/2016 **Application Number** ZON-63987 **Entity** LV

Company Name DR Horton

Contact Name

Contact Mailing Address

City **State** **Zip Code**

Phone **Mobile** **Fax** **Email**

Project Name Maverick and Washburn

Project Description 55 Single-Family detached Residential Lots

APN's 125-35-701-001 - 003, & 010

Student Yield		Elementary School		Middle School		High School	
Single-Family Units (1)	55	x 0.196 =	11	x 0.101 =	6	x 0.137 =	7
Multi-Family Units (2)		x 0.140 =	0	x 0.058 =	0	x 0.064 =	0
Resort Condo Units (3)							
Total			11		6		7

(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
May, Ernest ES	6350 W Washburn	K-5	525	643	04/01/2016
Lied MS	5350 W Tropical	6-8	1614	1059	04/01/2016
Shadow Ridge HS	5050 Brent	9-12	2579	2891	04/01/2016

*** CCSD Comments** May ES and Shadow Ridge HS are over capacity for the 2015-2016 school year. May ES is at122.48% and Shadow Ridge HS is at 112.10% Enrollment Plus State Excluded Enrollment percentage of program capacity.

☐ Approved ☐ Disapproved



ZON-63987 [PRJ-63443] - REZONING RELATED TO ZON-63988 AND TMP-63989 - APPLICANT: DR HORTON - OWNER: REMARK REVOCABLE TRUST, ET AL
SOUTHEAST CORNER OF WASHBURN ROAD AND MAVERICK STREET

03/31/16



ZON-63987 [PRJ-63443] - REZONING RELATED TO ZON-63988 AND TMP-63989 - APPLICANT: DR HORTON - OWNER: REMARK REVOCABLE TRUST, ET AL
SOUTHEAST CORNER OF WASHBURN ROAD AND MAVERICK STREET

03/31/16



ZON-63987 [PRJ-63443] - REZONING RELATED TO ZON-63988 AND TMP-63989 - APPLICANT: DR HORTON - OWNER: REMARK REVOCABLE TRUST, ET AL
SOUTHEAST CORNER OF WASHBURN ROAD AND MAVERICK STREET

03/31/16



ZON-63987 [PRJ-63443] - REZONING RELATED TO ZON-63988 AND TMP-63989 - APPLICANT: DR HORTON - OWNER: REMARK REVOCABLE TRUST, ET AL
SOUTHEAST CORNER OF WASHBURN ROAD AND MAVERICK STREET

03/31/16



ZON-63987 [PRJ-63443] - REZONING RELATED TO ZON-63988 AND TMP-63989 - APPLICANT: DR HORTON - OWNER: REMARK REVOCABLE TRUST, ET AL
SOUTHEAST CORNER OF WASHBURN ROAD AND MAVERICK STREET

03/31/16

March 24, 2016

City of Las Vegas
Planning & Development
333 North Rancho Drive, 3rd Floor
Las Vegas, NV 89106

Subject: Justification letter for a Zone Change & Tentative Map
Parcel #125-35-701-001 – 003 & 010 Zone Change to R-D
Tentative Map on 125-35-701-001 – 003 & 005- 010
(MAVERICK & WASHBURN)

To whom it may Concern:

As representatives of DR HORTON we respectfully request a Zone Change for property located at the southeast corner of Maverick Street & Washburn Road on parcels #125-35-701-001 – 003 & 010, located in the City of Las Vegas, Nevada

The requested zone change would be from U (Undeveloped) to R-D (Single Family Residential-Restricted). This zone change is in conformance with the General Plan Designation of R (Rural Density Residential). The site conforms to the surrounding area, therefore the request is appropriate.

The parcels #125-35-701-001 slightly clip within the 330' Rural Preservation Overlay Buffer. The site is approximately 1,100 ft from the closest Right of Way of 100' or greater being Jones Blvd; therefore we are in conformance with 19.10.180.B.

The applicant is proposing a 55 lot, single-family detached residential development on approximately 15.44 acres with a density of 3.56 units per acre. The site plan includes 5,020 square feet of open space where no open space is required. The minimum lot size is 10,129 SF.

If you should have any questions concerning this, please contact either myself or Kelly Wittwer, at Triton Engineering. We thank you in advance for your consideration and approval.

Sincerely,

James M. Pearce
Sr. Vice President
Triton Engineering

PRJ-63443
03/28/16

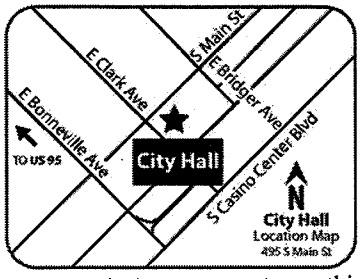
ZON-63987, ZON-63988 and TMP-63989

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

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAY 12 2016
City of Las Vegas
Dept. of Planning

I'd prefer a park for our neighborhood.

Kevin DesRoberts

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. 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-63987 [PRJ-63443]
Planning Commission Meeting of 5/10/2016

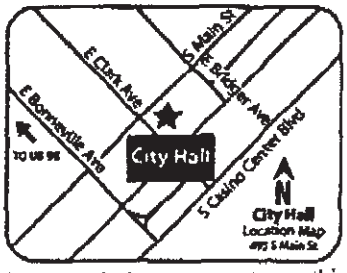
Case: ZON-63987
12535712011
DESROBERTS-TINSMAN TRUST
DESROBERTS KEVIN J TRS
5025 WILDROOT RD
LAS VEGAS NV 89130-2196

95 BRDGNP1 89130

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-63987 [PRJ-63448]

Planning Commission Meeting of 5/10/2016

95 BRDGNPI 89130

RECEIVED

MAY 2 2016

City of Las Vegas
Dept. of Planning

Case: ZON-63987

12536213009
PRIVITERA MICHAEL A + Cynthia
6008 W FILMORE AVE
LAS VEGAS NV 89130-2057

4SP

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT
FIRST CLASS MAIL
U.S. Postage
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Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAY 9 2016
City of Las Vegas
Dept. of Planning

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. 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-63987 [PRJ-63443]
Planning Commission Meeting of 5/10/2016

Case: ZON-63987
12535713005
WIREY COLLINS FAMILY TRUST
WIREY JAMES A TRS
5117 ACKABURG CT
LAS VEGAS NV 89130-2148

89 89109P1 89130

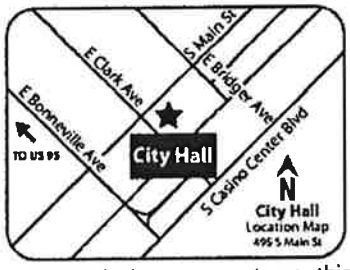
Submitted after final agenda

Date 5/9/2016 Item 45 P

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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. 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-63987 [PRJ-63443]

Planning Commission Meeting of 5/10/2016

115 BRDCNP1 89147

RECEIVED

MAY 10 2016

City of Las Vegas
Dept. of Planning

Case: ZON-63987

12535701006
BIG T L P
8375 W FLAMINGO RD #4200
LAS VEGAS NV 89147

Submitted after final agenda

Date 5/10/2016 Item 45A

City of Las Vegas Agenda Item No.: **91.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

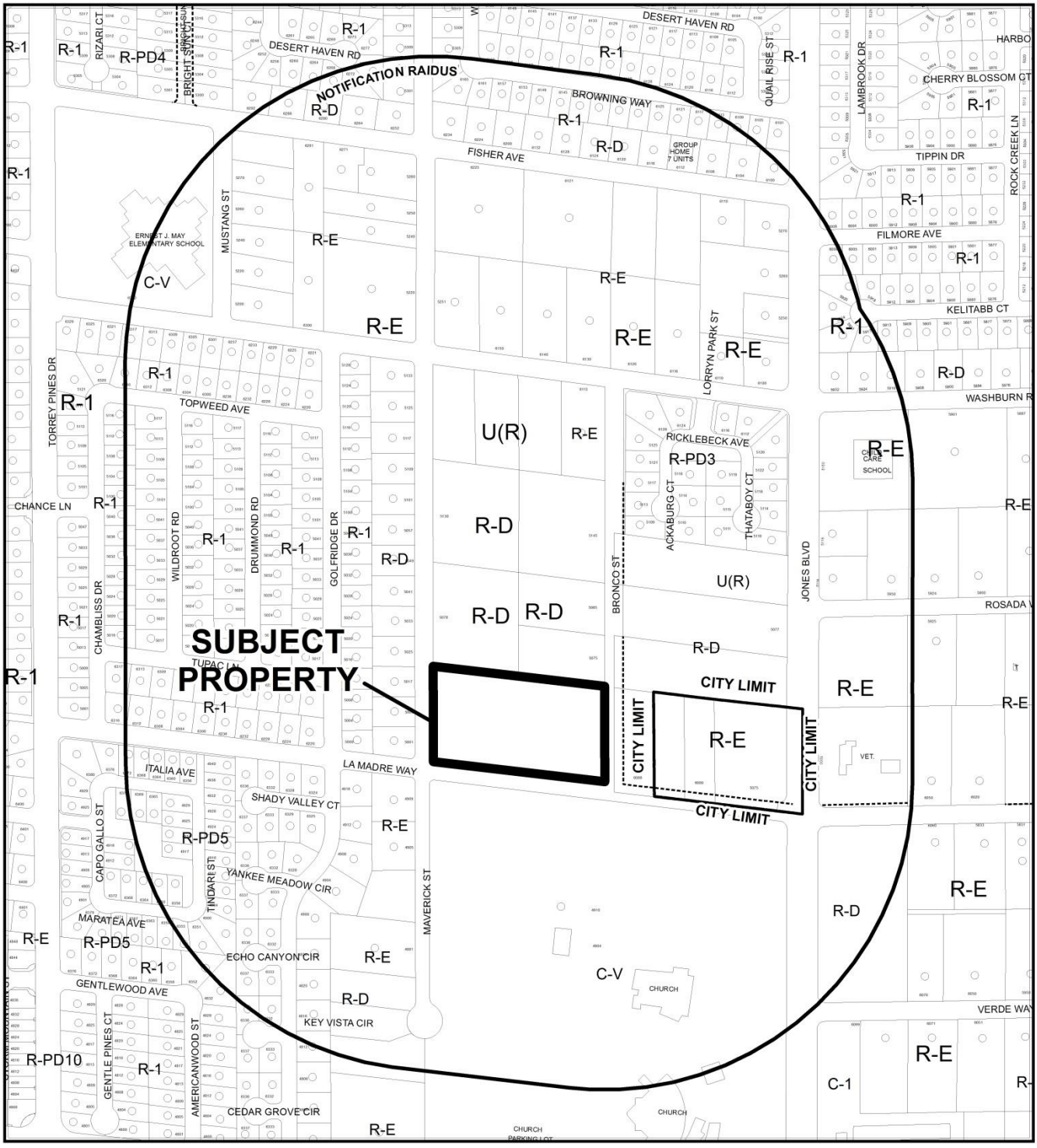
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-63988 - REZONING - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: INVESTOR EQUITY HOMES, LLC, ET AL - For possible action on a request for a Rezoning FROM: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED) on 3.92 acres at the northeast corner of La Madre Way and Maverick Street (APN 125-35-701-010), Ward 4 (Anthony) [PRJ-63443]. The Planning Commission (3-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (3-0-1 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Back up Submitted at the May 10, 2016 Planning Commission Meeting



0 300 600 Feet

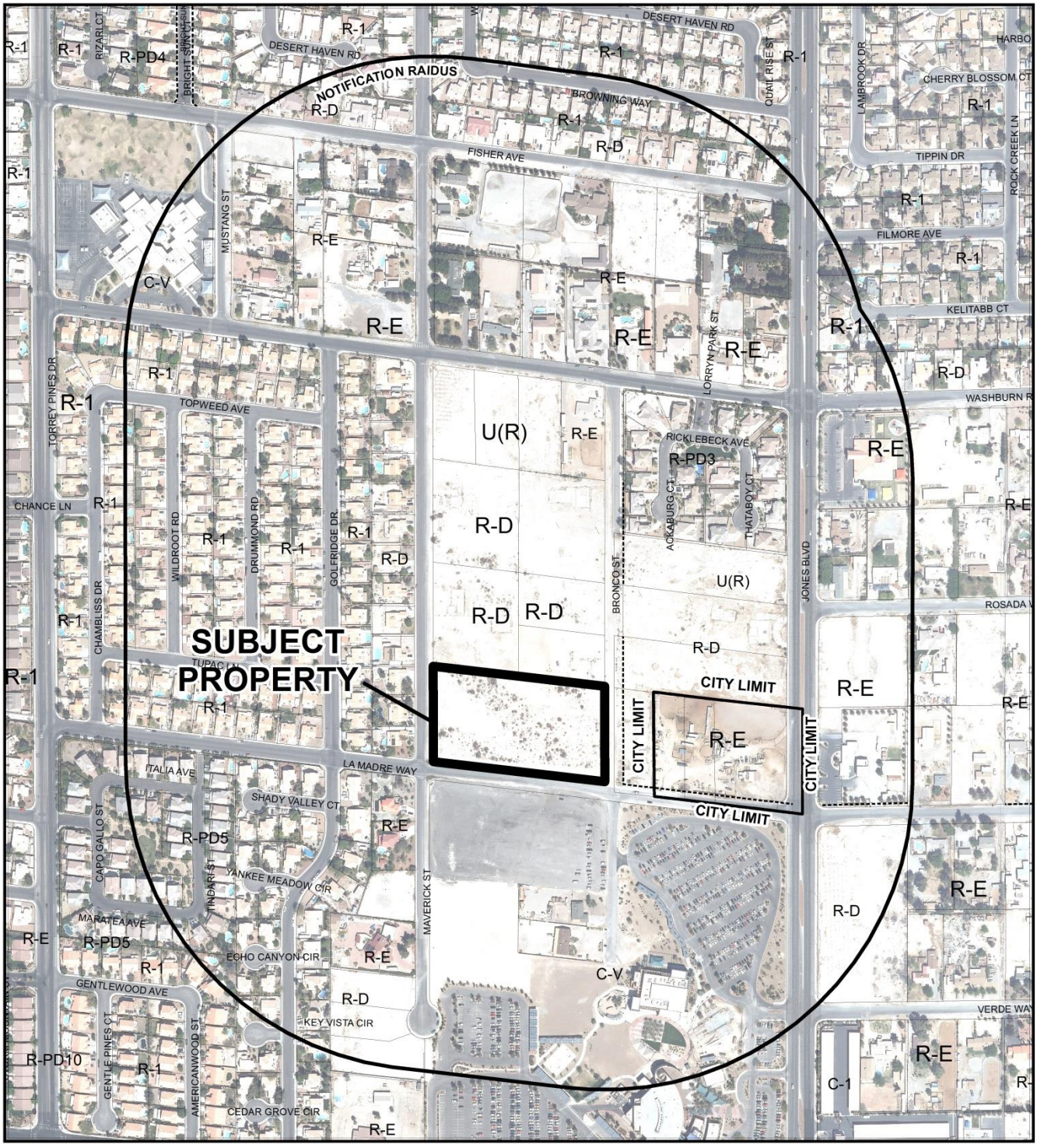
CASE: **ZON-63988 (PRJ-63443)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: R-D (SINGLE FAMILY RESIDENTIAL – RESTRICTED)

N



0 300 600 Feet

CASE: **ZON-63988 (PRJ-63443)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: R-D (SINGLE FAMILY RESIDENTIAL – RESTRICTED)

N

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-63988 APN: 125-35-701-001, 002 & 003

Name of Property Owner: Mosaic Five, LLC

Name of Applicant: DR Horton

Name of Representative: Triton 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: _____

Print Name: Vince Schettler

Subscribed and sworn before me

This 22nd day of March, 2016

_____
Notary Public in and for said County and State

NICOL MONTALTO
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF CLARK
No. 99-35661-1 MY APPT. EXPIRES MARCH 1, 2019

PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-63988 APN: 125-35-701-001, 002 & 003

Name of Property Owner: Remark Revocable Trust

Name of Applicant: DR Horton

Name of Representative: Triton 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: Remark Revocable Trust [signature]

Print Name: Remark Revocable Trust Daniel Kramer

Subscribed and sworn before me

This _____day of _____, 20_____

See attached notarial certificate.

_____

Notary Public in and for said County and State

PRJ-63443
03/28/16

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA JURAT

State of California)

County of San Diego)

Subscribed and sworn to (or affirmed) before me on this 22 day of March, 2016, by Daniel Kramer -

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

DAWN LARSON
Commission No. 2107121
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires April 16, 2019

Signature Dawn Larson

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

ZON-63988

PRJ-63443
03/28/16

© Copyright 2007-2014 Notary Rotary, Inc. PO Box 41400, Des Moines, IA 50311-0507 All Rights Reserved. Item Number 101884. Please contact your Authorized Reseller to purchase copies of this form.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-63988 APN: 125-35-701-006

Name of Property Owner: Big T Partnership, Tony Tegano, general partner

Name of Applicant: DR Horton

Name of Representative: Triton 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: Big T Partnership Tony Tegano General Partner

Print Name: TONY TEGANO, GENERAL PARTNER

Subscribed and sworn before me

This 22nd day of March, 2014

_____

Notary Public in and for said County and State

HEATHER STRONG
Notary Public State of Nevada
No. 06-107806-1
My Appt Expires July 26, 2018

PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-63988 APN: 125-35-701-008

Name of Property Owner: Saguaro Equities LLC

Name of Applicant: DR Horton

Name of Representative: Triton 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: _____

Saguaro Equities, LLC - By: Focus Investment Manager, LLC, its Manager

Print Name: By: Thomas J. DeVore, its Manager

Subscribed and sworn before me

This 23rd day of MARCH, 2016

S. Mannsur Johnston

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
S. MANNSUR-JOHNSTON
Appt. No. 03-79990-1
My Appt. Expires Feb. 5, 2019

PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-63988 APN: 125-35-701-009

Name of Property Owner: Southwest Desert Equities LLC

Name of Applicant: DR Horton

Name of Representative: Triton 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: _____

Print Name: Southwest Desert Equities, LLC - By: Focus Investment Manager, LLC, its Manager, By: Thomas J. DeVore, its Manager

Subscribed and sworn before me

This 23rd day of MARCH, 2016

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
S. MANNSUR-JOHNSTON
Appt. No. 03-79990-1
My Appt Expires Feb. 5, 2019

PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-63988 APN: 125-35-701-010

Name of Property Owner: Investor Equity Homes, LLC & Mosaic Land 2, LLC

Name of Applicant: DR Horton

Name of Representative: Triton 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: _____

Print Name: Vincent Scherer

Subscribed and sworn before me

This 22 day of March, 2016

Nicol Montalto

Notary Public in and for said County and State

NICOL MONTALTO
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF CLARK
No. 99-35661-1 MY APPT. EXPIRES MARCH 1, 2019

PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Zone Change

Project Address (Location) SE Corner of Washburn Road & Maverick Street

Project Name Maverick & Washburn **Proposed Use** Residential

Assessor's Parcel #(s) 125-35-701-001, 002 & 003 **Ward #** 4

General Plan: existing R proposed R **Zoning:** existing U proposed R-D

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.94 **Lots/Units** _____ **Density** _____

Additional Information To rezone the parcel from U to R-D

PROPERTY OWNER Remark Revocable Trust **Contact** Khusrow Roohani

Address 9500 Hillwood Drive **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89134

E-mail Address _____

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Drive, Suite #141 **Phone:** (702) 672-1939 **Fax:** _____

City Henderson **State** NV **Zip** 89014

E-mail Address MEJones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** Aimee Ignatowicz-English

Address 6757 W. Charleston Blvd. Ste# B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NV **Zip** 89146

E-mail Address aignatowicz@tritoneng.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 DANIAL KRAMER

Subscribed and sworn before me

This 28th day of March, 20 16.

_____

Notary Public in and for said County and State

NICOL MONTALTO
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF CLARK
No. 99-35661-1 MY APPT. EXPIRES MARCH 1, 2019

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	ZON-63988
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-63443
03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Zone Change

Project Address (Location) SE Corner of Washburn Road & Maverick Street

Project Name Maverick & Washburn **Proposed Use** Residential

Assessor's Parcel #(s) 125-35-701-001, 002 & 003 **Ward #** 4

General Plan: existing R proposed R **Zoning:** existing U proposed R-D

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.94 **Lots/Units** _____ **Density** _____

Additional Information To rezone the parcel from U to R-D

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Address 9500 Hillwood Drive **Phone:** _____ **Fax:** _____

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E-mail Address _____

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PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Zone Change

Project Address (Location) SE Corner of Washburn Road & Maverick Street

Project Name Maverick & Washburn **Proposed Use** Residential

Assessor's Parcel #(s) 125-35-701-001, 002 & 003 **Ward #** 4

General Plan: existing R proposed R **Zoning:** existing U proposed R-D

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.94 **Lots/Units** _____ **Density** _____

Additional Information To rezone the parcel from U to R-D

PROPERTY OWNER Khusrow Roohani Family Trust **Contact** Khusrow Roohani

Address 9500 Hillwood Drive **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89134

E-mail Address _____

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Drive, Suite #141 **Phone:** (702) 672-1939 **Fax:** _____

City Henderson **State** NV **Zip** 89014

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Print Name KHUSROW ROOHANI

Subscribed and sworn before me

This 28th day of March, 2016.

_____

Notary Public in and for said County and State

NICOL MONTALTO
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF CLARK
No. 99-35661-1 MY APPT. EXPIRES MARCH 1, 2019

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PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Zone Change

Project Address (Location) NE Corner of W. La Madre Way & Maverick Street

Project Name Maverick & Washburn **Proposed Use** Residential

Assessor's Parcel #(s) 125-35-701-010 **Ward #** 4

General Plan: existing R proposed R **Zoning:** existing U proposed R-D

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 3.92 **Lots/Units** _____ **Density** _____

Additional Information To rezone the parcel from U to R-D

PROPERTY OWNER Investor Equity Homes LLC & **Contact** Mosaic Land 2 LLC

Address 3960 Howard Hughes Pkwy Ste#150 **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89169

E-mail Address _____

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Drive, Suite #141 **Phone:** (702) 672-1939 **Fax:** _____

City Henderson **State** NV **Zip** 89014

E-mail Address MEJones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** Aimee Ignatowicz-English

Address 6757 W. Charleston Blvd. Ste# B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

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Print Name Vincent Schettler

Subscribed and sworn before me

This 28th day of March, 20 16.

_____

Notary Public in and for said County and State

NICOL MONTALTO
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF CLARK
No. 99-35661-1 MY APPT. EXPIRES MARCH 1, 2019

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*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for conformity with applicable sections of the Zoning Ordinance.

PR-69449
03/28/16

Revised 10/27/08

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Zone Change

Project Address (Location) SE Corner of Washburn Road & Maverick Street

Project Name Maverick & Washburn **Proposed Use** Residential

Assessor's Parcel #(s) 125-35-701-001, 002 & 003 **Ward #** 4

General Plan: existing R proposed R **Zoning:** existing U proposed R-D

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.94 **Lots/Units** _____ **Density** _____

Additional Information To rezone the parcel from U to R-D

PROPERTY OWNER Mosaic Five, LLC **Contact** Vince Schettler

Address 3960 Howard Hughes Parkway, Suite 150 **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89169

E-mail Address _____

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Drive, Suite #141 **Phone:** (702) 672-1939 **Fax:** _____

City Henderson **State** NV **Zip** 89014

E-mail Address MEJones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** Aimee Ignatowicz-English

Address 6757 W. Charleston Blvd. Ste# B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NV **Zip** 89146

E-mail Address aignatowicz@tritoneng.com

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Print Name Vincent Schettler

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This 28th day of March, 2016.

Nicol Montalto

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NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF CLARK
No. 99-35661-1 MY APPT. EXPIRES MARCH 1, 2019

Revised 10/27/08

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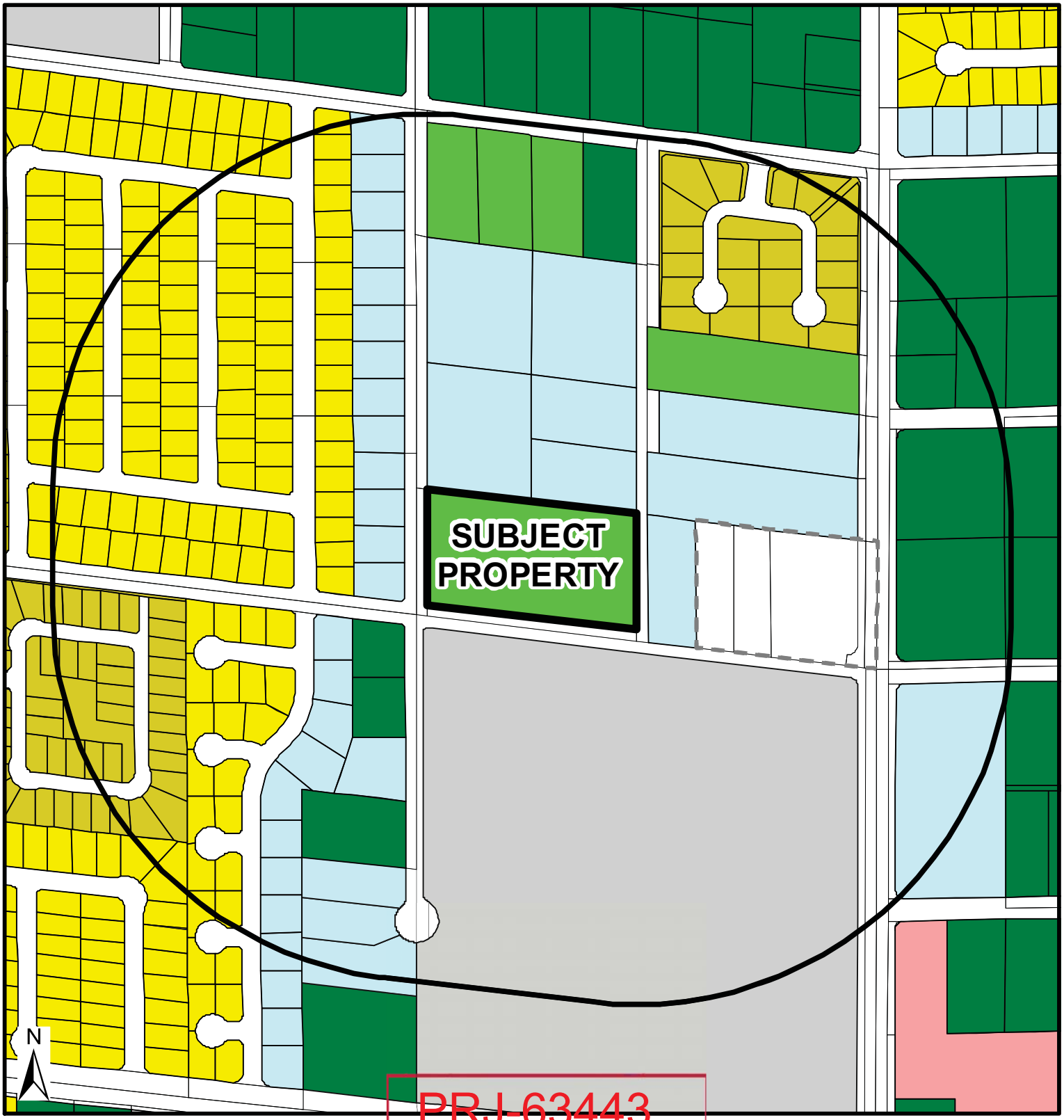
PRJ-63443
03/28/16

f:\depot\Application Packet\Application Form.pdf

ZON-63988



PRJ-63443
04/25/16

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(R) TO R-D

ZON-63988

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: Monday, April 25, 2016

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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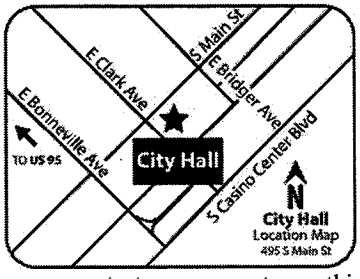
MAY 12 2016

City of Las Vegas
Dept. of Planning

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. 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.

A neighborhood park would better serve this community

Jeanne R Tinsman

ZON-63988 [PRJ-63443]
Planning Commission Meeting of 5/10/2016

Case: ZON-63987

12535712011
DESROBERTS-TINSMAN TRUST
DESROBERTS KEVIN J TRS
5025 WILDROOT RD
LAS VEGAS NV 89130-2196

89 BRDGNP1 89130

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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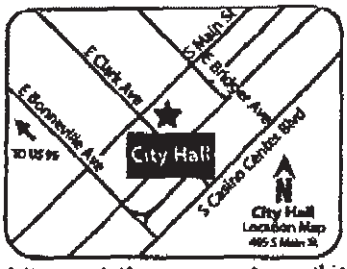

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-63988 [PRJ-63443]
Planning Commission Meeting of 5/10/2016

95 BRDGNP1 6310

RECEIVED

MAY 2 2016

City of Las Vegas
Dept. of Planning

Case: ZON-63987

12536213009
PRIVITERA MICHAEL A & Cynthia
6008 W FILMORE AVE
LAS VEGAS NV 89130-2057

46P

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-63988 [PRJ-63443]
Planning Commission Meeting of 5/10/2016

Case: ZON-63987
12535713005
WIREY COLLINS FAMILY TRUST
WIREY JAMES A TRS
5117 ACKABURG CT
LAS VEGAS NV 89130-2148

95 BRDGNP1 89130

May 07 16 08:41a Frank Sams 7023633537 p.1

Submitted after final agenda

Date 5/9/2016 Item 46P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Las Vegas, NV
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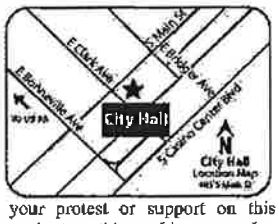
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
ZON-63988 [PRJ-63443]
Planning Commission Meeting of 5/10/2016

RECEIVED
MAY 9 2016
City of Las Vegas
Dept. of Planning

Case: ZON-63987
12535711052
GRILL LYNNE M FAMILY TRUST
GRILL LYNNE M TRS
5033 MAVERICK ST
LAS VEGAS NV 89130

95 BRDCNP1 89130

May. 3. 2016 3:03PM No. 0162 P. 1/1

46P

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-63988 [PRJ-63443]

Planning Commission Meeting of 5/10/2016

Case: ZON-63987
12535612024
ADAMCZYK GEORGE & D 1997 FAM TR
ADAMCZYK DORINE K TRS
6224 FISHER AVE
LAS VEGAS NV 89130-2144

9E BRDGNP1 89130

Submitted after final agenda
Date 5/9/2016 Item 46A

PRSRT
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Las Vegas, NV
Permit No. 1630

City of Las Vegas
Department of Planning
Development Services Center
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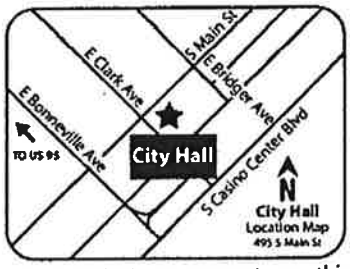

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-63988 [PRJ-63443]

Planning Commission Meeting of 5/10/2016

115 BRDCNP1 89147

RECEIVED

MAY 10 2016

City of Las Vegas
Dept. of Planning

Case: ZON-63987

12535701006
BIG T L P
8375 W FLAMINGO RD #4200
LAS VEGAS NV 89147

46A

City of Las Vegas Agenda Item No.: **92.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

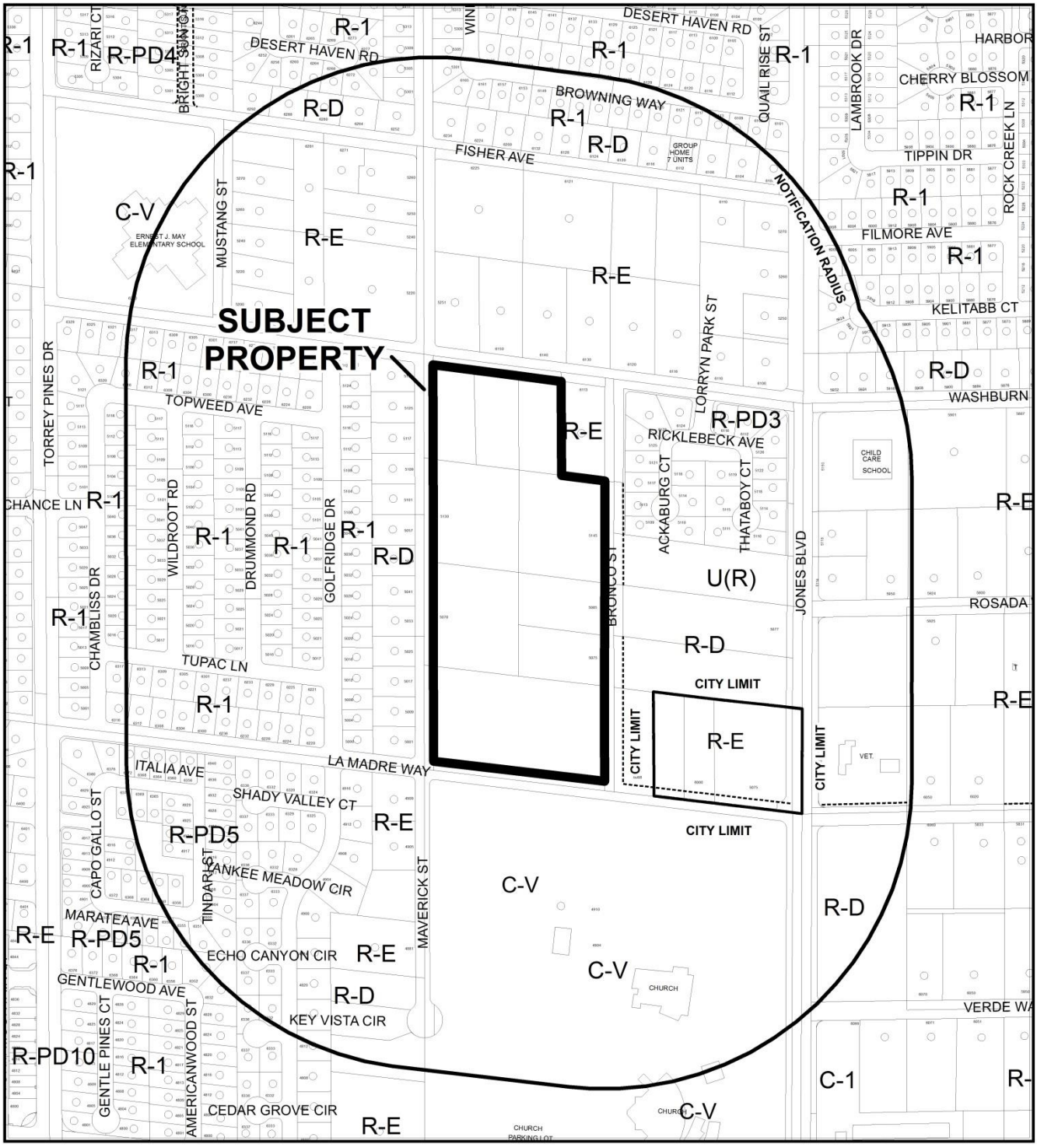
SUBJECT:
TMP-63989 - TENTATIVE MAP RELATED TO ZON-63987 AND ZON-63988 - WASHBURN & MAVERICK - PUBLIC HEARING - APPLICANT: DR HORTON - OWNER: INVESTOR EQUITY HOMES, LLC, ET AL - For possible action on a request for a Tentative Map FOR A 55-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 15.47 acres at the northeast corner of La Madre Way and Maverick Street (APNs 125-35-701-001 through 003 and 005 through 010), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] and R-D (Single Family Residential-Restricted) Zone [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 4 (Anthony) [PRJ-63443]. The Planning Commission (3-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (3-0-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Back up Submitted at the May 10, 2016 Planning Commission Meeting

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



0 300 600 Feet

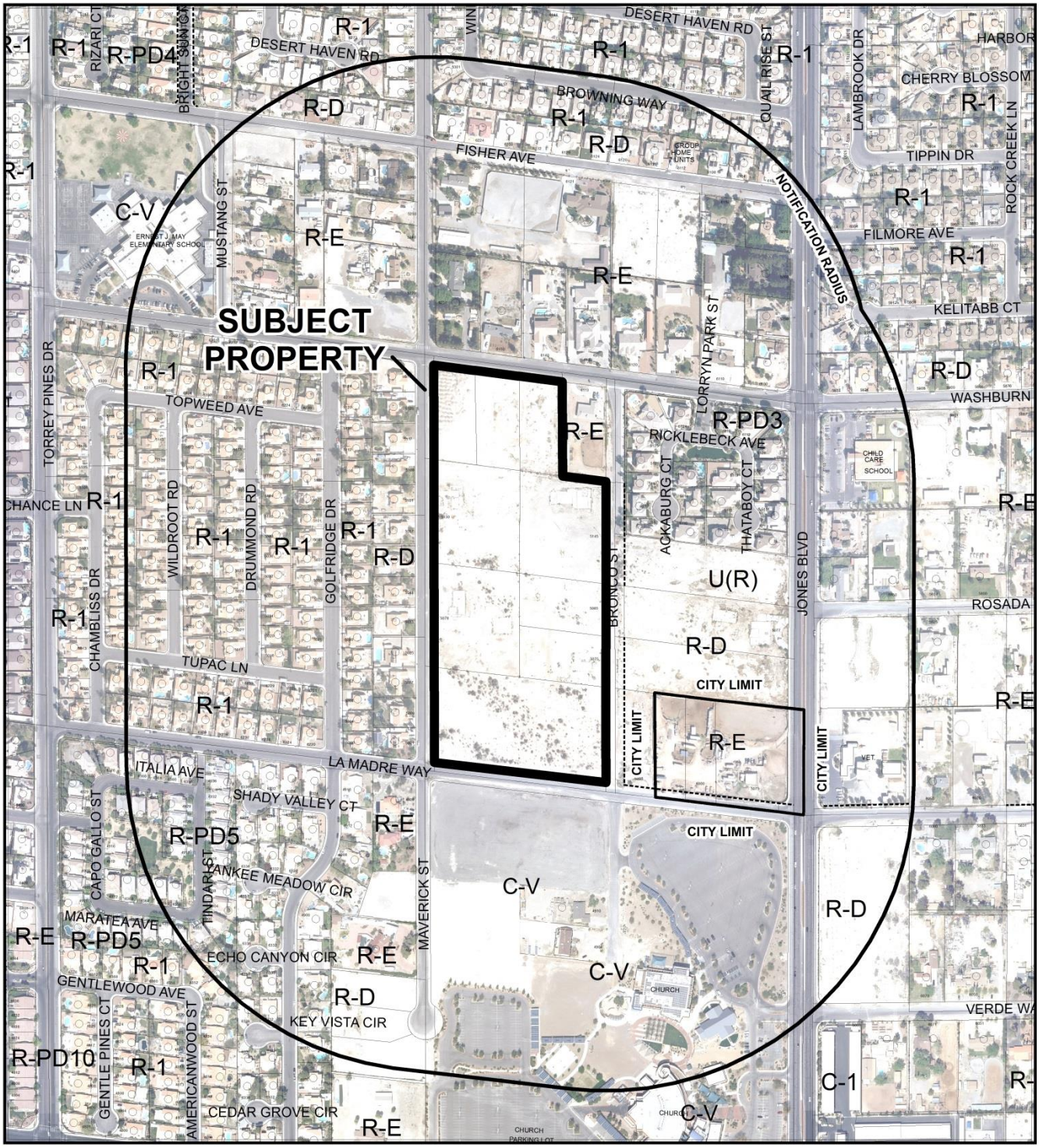
CASE: **TMP-63989 (PRJ-63443)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] AND R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED)

PROPOSED ZONING OF SUBJECT PROPERTY: R-D (SINGLE FAMILY RESIDENTIAL – RESTRICTED)

N



CASE: **TMP-63989 (PRJ-63443)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] AND R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED)

PROPOSED ZONING OF SUBJECT PROPERTY: R-D (SINGLE FAMILY RESIDENTIAL – RESTRICTED)

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: TMP-63989 APN: 125-35-701-001, 002 & 003

Name of Property Owner: Mosaic Five, LLC

Name of Applicant: DR Horton

Name of Representative: Triton 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: _____

Print Name: Vince Schettler

Subscribed and sworn before me

This 22nd day of March, 2016

_____
Notary Public in and for said County and State

NICOL MONTALTO
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF CLARK
No. 99-35661-1 MY APPT. EXPIRES MARCH 1, 2019

PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: TMP-63989 APN: 125-35-701-001, 002 & 003

Name of Property Owner: Remark Revocable Trust

Name of Applicant: DR Horton

Name of Representative: Triton 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: Remark Revocable Trust

Print Name: Remark Revocable Trust Daniel Krancer

Subscribed and sworn before me

This _____day of _____, 20_____

See attached notarial certificate.

_____

Notary Public in and for said County and State

PRJ-63443
03/28/16

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA JURAT

State of California)

County of San Diego)

Subscribed and sworn to (or affirmed) before me on this 22 day of March, 2016, by Daniel Kramer -

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

DAWN LARSON
Commission No. 2107121
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires April 16, 2019

Signature Dawn Larson

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____.

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

TMP-63989

PRJ-63443
03/28/16

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DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: TMP-63989 APN: 125-35-701-006

Name of Property Owner: Big T Partnership, Tony Tegano, general partner

Name of Applicant: DR Horton

Name of Representative: Triton 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: Big T Partnership Tony Tegano General Partner

Print Name: TONY TEGANO, GENERAL PARTNER

Subscribed and sworn before me

This 22nd day of March, 2014

_____

Notary Public in and for said County and State

HEATHER STRONG
Notary Public State of Nevada
No. 06-107806-1
My Appt Expires July 26, 2018

PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: TMP-63989 APN: 125-35-701-008

Name of Property Owner: Saguaro Equities LLC

Name of Applicant: DR Horton

Name of Representative: Triton 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: _____

Saguaro Equities, LLC - By: Focus Investment Manager, LLC, its Manager

Print Name: By: Thomas J. DeVore, its Manager

Subscribed and sworn before me

This 23rd day of MARCH, 2016

S. Mannsur Johnston

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
S. MANNSUR-JOHNSTON
Appt. No. 03-79990-1
My Appt. Expires Feb. 5, 2019

PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: TMP-63989 APN: 125-35-701-009

Name of Property Owner: Southwest Desert Equities LLC

Name of Applicant: DR Horton

Name of Representative: Triton 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: _____

Print Name: Southwest Desert Equities, LLC - By: Focus Investment Manager, LLC, its Manager, By: Thomas J. DeVore, its Manager

Subscribed and sworn before me

This 23rd day of MARCH, 2016

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
S. MANNSUR-JOHNSTON
Appt. No. 03-79990-1
My Appt Expires Feb. 5, 2019

PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: TMP-63989 APN: 125-35-701-010

Name of Property Owner: Investor Equity Homes, LLC & Mosaic Land 2, LLC

Name of Applicant: DR Horton

Name of Representative: Triton 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: _____

Print Name: Vincent Scherer

Subscribed and sworn before me

This 22 day of March, 2016

_____
Notary Public in and for said County and State

NICOL MONTALTO
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF CLARK
No. 99-35661-1 MY APPT. EXPIRES MARCH 1, 2019

PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Tentative Map

Project Address (Location) 5130 Maverick Street Las Vegas, NV 89130

Project Name Maverick & Washburn **Proposed Use** Residential

Assessor's Parcel #(s) 125-35-701-005 & 007 **Ward #** 4

General Plan: existing _____ proposed _____ **Zoning:** existing R-D proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 4.31 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER SWDE 13009, LLC **Contact** Michael Loudermilk

Address 2056 Glenview Dr. **Phone:** 242-8787 **Fax:** _____

City Las Vegas **State** NV **Zip** 89134

E-mail Address Mloudermilk@cox.net

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Drive, Suite #141 **Phone:** (702) 672-1939 **Fax:** _____

City Henderson **State** NV **Zip** 89014

E-mail Address MEJones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** Aimee Ignatowicz-English

Address 6757 W. Charleston Blvd. Ste# B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NV **Zip** 89146

E-mail Address aignatowicz@tritoneng.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* Michael Loudermilk

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Michael Loudermilk

Subscribed and sworn before me

This 22nd day of March, 20 16.

Notary Public in and for said County and State

HEATHER STRONG
Notary Public State of Nevada
No. 06-107806-1
My Appt Expires July 26, 2018

FOR DEPARTMENT USE ONLY

Case #	TMP-63989
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.

Revised 10/27/08

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PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Tentative Map

Project Address (Location) 5130 Maverick Street Las Vegas, NV 89130

Project Name Maverick & Washburn **Proposed Use** Residential

Assessor's Parcel #(s) 125-35-701-005 & 007 **Ward #** 4

General Plan: existing _____ proposed _____ **Zoning:** existing R-D proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 4.31 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER SWDE 13009, LLC **Contact** Michael Loudermilk

Address 2056 Glenview Dr. **Phone:** 242-8787 **Fax:** _____

City Las Vegas **State** NV **Zip** 89134

E-mail Address Mloudermilk@cox.net

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Drive, Suite #141 **Phone:** (702) 672-1939 **Fax:** _____

City Henderson **State** NV **Zip** 89014

E-mail Address MEJones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** Aimee Ignatowicz-English

Address 6757 W. Charleston Blvd. Ste# B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NV **Zip** 89146

E-mail Address aignatowicz@tritoneng.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 Michael Loudermilk

Subscribed and sworn before me

This 22nd day of March, 20 16.

_____

Notary Public in and for said County and State

HEATHER STRONG
Notary Public State of Nevada
No. 06-107806-1
My Appt Expires July 26, 2018

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Revised 10/27/08

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PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Tentative Map

Project Address (Location) SE Corner of Washburn Road & Maverick Street

Project Name Maverick & Washburn **Proposed Use** Residential

Assessor's Parcel #(s) 125-35-701-001, 002 & 003 **Ward #** 4

General Plan: existing U-R proposed I **Zoning:** existing O proposed R-D

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.94 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Mosaic Five, LLC **Contact** Vince Schettler

Address 3960 Howard Hughes Parkway, Suite 150 **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89169

E-mail Address _____

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Drive, Suite #141 **Phone:** (702) 672-1939 **Fax:** _____

City Henderson **State** NV **Zip** 89014

E-mail Address MEJones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** Aimee Ignatowicz-English

Address 6757 W. Charleston Blvd. Ste# B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NV **Zip** 89146

E-mail Address aignatowicz@tritoneng.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 Vince Schettler

Subscribed and sworn before me

This 22nd day of March, 20 16.

_____

Notary Public in and for said County and State

NICOL MONTALTO
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF CLARK
No. 99-35661-1 MY APPT. EXPIRES MARCH 1, 2019

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	TMP-63989
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

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PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Tentative Map

Project Address (Location) NE Corner of W. La Madre Way & Maverick Street

Project Name Maverick & Washburn **Proposed Use** Residential

Assessor's Parcel #(s) 125-35-701-010 **Ward #** 4

General Plan: existing U-R proposed _____ **Zoning:** existing O proposed R-D

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 3.92 **Lots/Units** _____ **Density** _____

Additional Information To rezone the parcel from O to R-D

PROPERTY OWNER Investor Equity Homes LLC & **Contact** Mosaic Land 2 LLC

Address 3960 Howard Hughes Pkwy Ste#150 **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89169

E-mail Address _____

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Drive, Suite #141 **Phone:** (702) 672-1939 **Fax:** _____

City Henderson **State** NV **Zip** 89014

E-mail Address MEJones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** Aimee Ignatowicz-English

Address 6757 W. Charleston Blvd. Ste# B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NV **Zip** 89146

E-mail Address aignatowicz@tritoneng.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 VINCENT T. SCHETTLER

Subscribed and sworn before me

This 22 day of March, 20 16.

_____

Notary Public in and for said County and State

NICOL MONTALTO
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF CLARK
No. 99-35661-1 MY APPT. EXPIRES MARCH 1, 2019

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	TMP-63989
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Date Received:*	
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PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Tentative Map

Project Address (Location) SE Corner of Washburn Road & Maverick Street

Project Name Maverick & Washburn **Proposed Use** Residential

Assessor's Parcel #(s) 125-35-701-009 **Ward #** 4

General Plan: existing U-R proposed I **Zoning:** existing O proposed R-D

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.94 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Southwest Desert Equities LLC **Contact** Tom Devore

Address 3455 Cliff Shadows Parkway, Suite 220 **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89129

E-mail Address _____

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Drive, Suite #141 **Phone:** (702) 672-1939 **Fax:** _____

City Henderson **State** NV **Zip** 89014

E-mail Address MEJones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** Aimee Ignatowicz-English

Address 6757 W. Charleston Blvd. Ste# B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NV **Zip** 89146

E-mail Address aignatowicz@tritoneng.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 Southwest Desert Equities, LLC - By: Focus Investment Manager, LLC its Manager, By: Thomas J. DeVore, its Manager

Subscribed and sworn before me

This 23rd day of MARCH, 20 16.

_____

Notary Public in and for said County and State

S. MANNSUR-JOHNSTON
NOTARY PUBLIC, STATE OF NEVADA
My Commission Expires: 02-05-2019
Certificate No: 03-79990-1

FOR DEPARTMENT USE ONLY

Case #	TMP-63989
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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.

Revised 10/27/08

PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Tentative Map

Project Address (Location) SE Corner of Washburn Road & Maverick Street

Project Name Maverick & Washburn **Proposed Use** Residential

Assessor's Parcel #(s) 125-35-701-008 **Ward #** 4

General Plan: existing U-R proposed L **Zoning:** existing O proposed R-D

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.94 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Saguaro Equities LLC **Contact** Tom Devore

Address 3455 Cliff Shadows Parkway, Suite 220 **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89129

E-mail Address _____

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Drive, Suite #141 **Phone:** (702) 672-1939 **Fax:** _____

City Henderson **State** NV **Zip** 89014

E-mail Address MEJones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** Aimee Ignatowicz-English

Address 6757 W. Charleston Blvd. Ste# B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NV **Zip** 89146

E-mail Address aignatowicz@tritoneng.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 Saguaro Equities, LLC - By: Focus Investment Manager, LLC, its Manager
By: Thomas J. DeVore, its Manager

Subscribed and sworn before me

This 23rd day of MARCH, 20 16.

_____

Notary Public in and for said County and State

S. MANNSUR-JOHNSTON
NOTARY PUBLIC, STATE OF NEVADA
My Commission Expires: 02-05-2019
Certificate No: 03-79990-1

FOR DEPARTMENT USE ONLY

Case #	TMP-63989
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Revised 10/27/08

PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Tentative Map

Project Address (Location) 5145 Maverick Street Las Vegas, NV 89130

Project Name Maverick & Washburn **Proposed Use** Residential

Assessor's Parcel #(s) 125-35-701-006 **Ward #** 4

General Plan: existing _____ proposed _____ **Zoning:** existing R-D proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.15 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Big T Partnership **Contact** Tony Tegano

Address 208 Tesoro Dr **Phone:** 702-491-1275 **Fax:** _____

City Las Vegas **State** NV **Zip** 89144

E-mail Address ttangony@earthlink.net

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Drive, Suite #141 **Phone:** (702) 672-1939 **Fax:** _____

City Henderson **State** NV **Zip** 89014

E-mail Address MEJones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** Aimee Ignatowicz-English

Address 6757 W. Charleston Blvd. Ste# B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NV **Zip** 89146

E-mail Address aignatowicz@tritoneng.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* Tony Tegano

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name TONY TEGANO, GENERAL PARTNER

Subscribed and sworn before me

This 22nd day of March, 20 16.

Notary Public in and for said County and State

HEATHER STRONG
Notary Public State of Nevada
No. 06-107806-1
My Appt Expires July 26, 2018

FOR DEPARTMENT USE ONLY

Case #	TMP-63989
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Revised 10/27/08

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PRJ-63443
03/28/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Tentative Map

Project Address (Location) SE Corner of Washburn Road & Maverick Street

Project Name Maverick & Washburn **Proposed Use** Residential

Assessor's Parcel #(s) 125-35-701-001, 002 & 003 **Ward #** 4

General Plan: existing U-R proposed L **Zoning:** existing O proposed R-D

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.94 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Remark Revocable Trust **Contact** Khusrow Roohani

Address 9500 Hillwood Drive **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89134

E-mail Address _____

APPLICANT DR Horton **Contact** Mark Jones

Address 1081 Whitney Ranch Drive, Suite #141 **Phone:** (702) 672-1939 **Fax:** _____

City Henderson **State** NV **Zip** 89014

E-mail Address MEJones3@drhorton.com

REPRESENTATIVE Triton Engineering **Contact** Aimee Ignatowicz-English

Address 6757 W. Charleston Blvd. Ste# B **Phone:** (702) 254-1480 **Fax:** (702) 254-3062

City Las Vegas **State** NV **Zip** 89146

E-mail Address aignatowicz@tritoneng.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 _____

Subscribed and sworn before me

This _____ day of _____, 20 _____.

See attached notarial certificate

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	**TMP-63989**
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

PRJ-63443
03/28/16

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA JURAT

State of California)
County of San Diego)

Subscribed and sworn to (or affirmed) before me on this 22 day of March, 2016, by Daniel Kramer,

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

DAWN LARSON
Commission No. 2107121
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires April 16, 2019

Signature Dawn Larson

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____.

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

PRJ-63443
03/28/16

TMP-63989

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MAVERICK & WASHBURN
TENTATIVE MAP
A RESIDENTIAL SUBDIVISION

LEGAL DESCRIPTION

(APN'S: 125-35-701-001, 002 & 003)

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., DESCRIBED AS FOLLOWS:

LOTS ONE (1), TWO (2) AND THREE (3), AS SHOWN BY MAP THEREOF ON FILE IN FILE 32 OF PARCEL MAPS, PAGE 3, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

TOGETHER WITH THAT PORTION OF WASHBURN ROAD, THAT WOULD PASS BY OPERATION OF LAW, AS VACATED BY THAT CERTAIN ORDER OF VACATION RECORDED JUNE 29, 2005 IN BOOK 20050629 AS INSTRUMENT NO. 0006088 OF OFFICIAL RECORDS.

(APN'S: 125-35-701-005 & 007)

PARCEL 1 (APN 125-35-701-005):

THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.B. & M., CLARK COUNTY, NEVADA.

EXCEPTING THAT PORTION AS CONVEYED IN DEED RECORDED AUGUST 17, 1966 IN BOOK 381 AS INSTRUMENT NO. 307317 CLARK COUNTY, NEVADA.

PARCEL 2 (125-35-701-007):

NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.B. & M.

EXCEPTING THAT PORTION AS CONVEYED IN DEED RECORDED AUGUST 17, 1966 IN BOOK 381 INSTRUMENT NO. 307317 CLARK COUNTY NEVADA.

(APN: 125-35-701-006)

THE EAST HALF (E 1/2) OF THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 60 EAST M.D.M.

EXCEPTING THEREFROM THE EASTERLY THIRTY (30.00) FEET FOR ROAD PURPOSES AS CONVEYED TO CLARK COUNTY BY DEED RECORDED AUGUST 17, 1962 IN BOOK 381 AS DOCUMENT NO. 307314, OFFICIAL RECORDS.

(APN'S: 125-35-701-008 & 009)

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 60 EAST M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCELS ONE (1) AND TWO (2) AS SHOWN BY MAP THEREOF OF FILE IN FILE 14 OF PARCEL MAPS, PAGE 60 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

(APN: 125-35-701-010)

THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 60 EAST M.D.M.

EXCEPTING THEREFROM THOSE PORTIONS AS CONVEYED TO CLARK COUNTY BY THOSE CERTAIN GRANT DEEDS RECORDED AUGUST 17, 1962 IN BOOK 381 AS INSTRUMENT NOS. 307314, 307316 AND 307317 OF OFFICIAL RECORDS.

BASIS OF BEARING

NORTH 82°59'56" WEST, BEING THE BEARING OF THE SOUTH LINE OF THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 117, PAGE 9 OF PLATS.

BENCHMARK

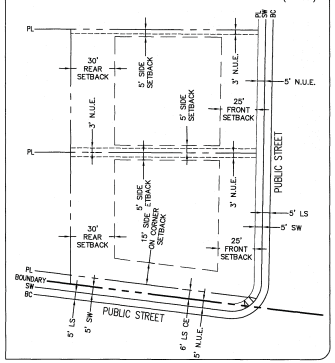
CITY OF LAS VEGAS BENCHMARK No. BLV9035E6

RIVET & PLATE IN TOP OF CURB AT THE SOUTHWEST CORNER OF WASHBURN ROAD & MAVERICK STREET.

ELEVATION = 700.720 METERS (NAVD'88 2008 ADJ.)
ELEVATION = 2298.95 U.S. FEET (NAVD'88 2008 ADJ.)

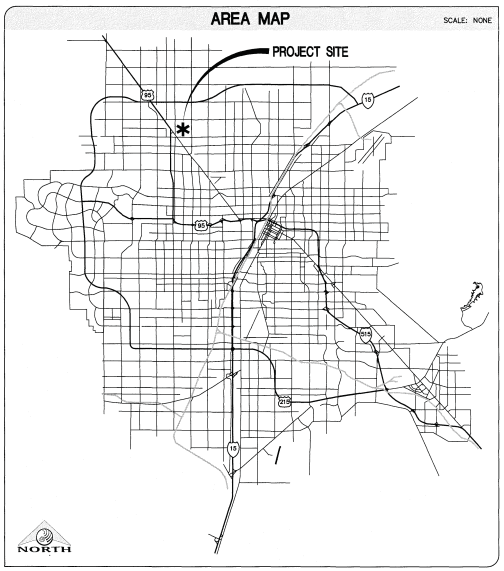
TYPICAL LOT

(1"=40')



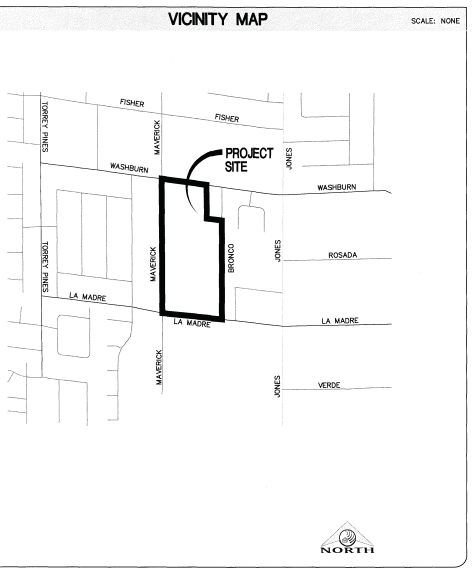
AREA MAP

SCALE: NONE



VICINITY MAP

SCALE: NONE



DEVIATIONS NOTE

NO DEVIATIONS

PARKING ANALYSIS

TOTAL LOTS:	55
REQUIRED SPACES: (2 PER HOUSE)	110
PROVIDED SPACES: (2 PER HOUSE)	110

LAND USE TABULATION

LAND USE DESIGNATION

EXISTING CLV ZONING	U/R
PROPOSED CLV ZONING	U/R
MINIMUM LOT SIZE (SF)	10,129 SF

SITE SUMMARY

TOTAL UNITS	55 UNITS
GROSS ACREAGE	15.44 ACRES
GROSS DENSITY	3.6 UNITS/ACRE
OPEN SPACE REQUIRED	NONE
OPEN SPACE PROVIDED	
COMMON LOT A	1,428 SF
COMMON LOT B	687 SF
COMMON LOT C	1,432 SF
COMMON LOT D	1,473 SF
TOTAL	5,020 SF

FOR

DR HORTON

1081 WHITNEY RANCH DRIVE, SUITE #141
HENDERSON, NV 89014
PHONE: (702) 635-3600

BY

Triton Engineering

6757 W. Charleston Boulevard
Suite B
Las Vegas, Nevada 89146

Office: (702) 254-1480
Fax: (702) 254-3062
www.tritoneng.com

EST. SEWAGE CONTRIBUTION

AVERAGE FLOW = 0.014 MILLION GALLONS PER DAY
PEAK FLOW = 0.049 MILLION GALLONS PER DAY
WET PEAK FLOW = 0.061 MILLION GALLONS PER DAY

NOTES

1. ALL EXTERIOR STREETS ARE PUBLIC. ALL INTERIOR STREETS ARE PUBLIC WITH SIDEWALK ON BOTH SIDES OF THE STREET.
2. UTILITY SERVICES TO BE PROVIDED BY:
   CITY OF LAS VEGAS SEWER
   LAS VEGAS VALLEY WATER DISTRICT
   CENTURYLINK TELEPHONE
   REPUBLIC SERVICES
   SOUTHWEST GAS COMPANY
   NV ENERGY
3. A HOME OWNERS ASSOCIATION, OR LANDSCAPE MAINTENANCE ASSOCIATION, WILL BE ESTABLISHED, AND WILL MAINTAIN LANDSCAPING. THEREFORE, CC&R'S WILL BE REQUIRED.
4. THERE ARE NO OBSERVABLE FAULTS OR FISSURES LOCATED ON THIS SITE.
5. AS PROPOSED, DEVELOPMENT IS CONSIDERED FEASIBLE FROM A GEOTECHNICAL STANDPOINT.
6. GROUNDWATER WAS NOT OBSERVED DURING EXCAVATIONS AND IS NOT SHOWN ON MAPS OF KNOWN GROUNDWATER ELEVATIONS IN THE AREA TO BE WITHIN 20 FEET OF THE KNOWN GROUND ELEVATION.
7. THIS SITE IS LOCATED IN ZONE X PER FEMA MAP #32003C1765F. ZONE X IS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOODPLAIN.
8. SOILS REPORT PREPARED BY:
   GEOTEK RESIDENTIAL, LLC
   PROJECT No. 12565-LVR
   DATED: SEPTEMBER 14, 2015
9. WATER SERVICE FOR LOTS 1-15 WILL BE PROVIDED BY EN EXISTING WATER MAIN RUNNING NORTH AND SOUTH ALONG MAVERICK STREET. THE REMAINING 40 LOTS WILL BE SERVICED BY A PROPOSED WATER MAIN WITH THE POC AT WASHBURN ROAD AND LA MADRE WAY.
10. SEWER SERVICE WILL BE PROVIDED BY PROPOSED SEWER WITH A POC AT LA MADRE WAY AND JONES BOULEVARD.

GENERAL LEGEND

- (2295) EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- RIGHT-OF-WAY
- BOUNDARY LINE
- STREET CENTERLINE
- EDGE OF PAVEMENT
- EXISTING CURB, GUTTER, & SIDEWALK
- PROPOSED CURB, GUTTER, & SIDEWALK
- PROPOSED WATER
- EXISTING WATER
- PROPOSED SEWER WITH FLOW DIRECTION
- EXISTING SEWER
- FIRE HYDRANT
- RETAINING WALL
- PROPOSED AC PAVING
- SAWCUT LINE
- EXISTING FENCE
- EX. GAS — EXISTING GAS
- EX. 10"S — EXISTING SEWER MAIN
- 8"S — PROPOSED SEWER MAIN
- PROPOSED SEWER LATERAL
- EX. 36"SD — EXISTING STORM DRAIN
- 36"SD — PROPOSED STORM DRAIN
- EX. 8"W — EXISTING WATER MAIN
- 8"W — PROPOSED WATER MAIN
- PROPOSED FIRE HYDRANT
- 23 — LOT NUMBER
- PROPOSED STREETLIGHT
- EXISTING STREETLIGHT

ASSESSOR'S PARCEL NUMBERS

125-35-701-001 THRU 003
125-35-701-005 THRU 010

OWNERS

REMARK REVOCABLE TRUST ETAL MOSAIC FIVE L L C
9500 HILLWOOD DR #201
LAS VEGAS, NV 89134

S W D E 13009 L L C ETAL MAUPERTUIS FRED & JANICE
2056 GLENVIEW DR
LAS VEGAS,NV 89134

BIG T L P ETAL OUSUMANO SHARON
8375 W FLAMINGO RD #4200
LAS VEGAS,NV 89147

SAGUARO EQUITIES L L C
3455 CLIFF SHADOWS PKWY #220
LAS VEGAS, NV 89129-1077

SOUTHWEST DESERT EQUITIES L L C
3455 CLIFF SHADOWS PKWY #220
LAS VEGAS, NV 89129-1077

INVESTOR EQUITY HOMES L L C AND MOSAIC LAND 2 L L C
3960 HOWARD HUGHES PKWY #150
LAS VEGAS, NV 89169

DEVELOPER

DR HORTON
1081 WHITNEY RANCH DRIVE, SUITE #141
HENDERSON, NEVADA 89014
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ENGINEER

TRITON ENGINEERING
6757 WEST CHARLESTON BOULEVARD, SUITE B
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FAX: (702) 254-3062

SURVEYOR

TRI-CORE SURVEYING
6755 W. CHARLESTON BLVD STE A
LAS VEGAS, NV 89146
OFFICE: (702) 524-4085

INDEX OF DRAWINGS

SHEET NUMBER	DESCRIPTION
1	COVER SHEET
2	TENTATIVE MAP
3	DETAILS
4	SECTIONS

PRJ-63443
04/21/16

JAMES M. PEARCE
Exp. 12-31-/
CIVIL
No. 9552
STATE OF NEVADA
PROFESSIONAL ENGINEER
4-21-16

SHEET 1 OF 4
C.L.V. DWG.#

DR HORTON
MAVERICK & WASHBURN
COVER SHEET

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6757 W. Charleston Blvd.
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Las Vegas, Nevada 89146
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Fax: (702) 254-3062
www.tritoneng.com

NO.	DESCRIPTION	DATE	APP'D

DATE: 03/11/16
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ADA CHECKED:
JOB NO.: 007.098
SCALE: AS NOTED

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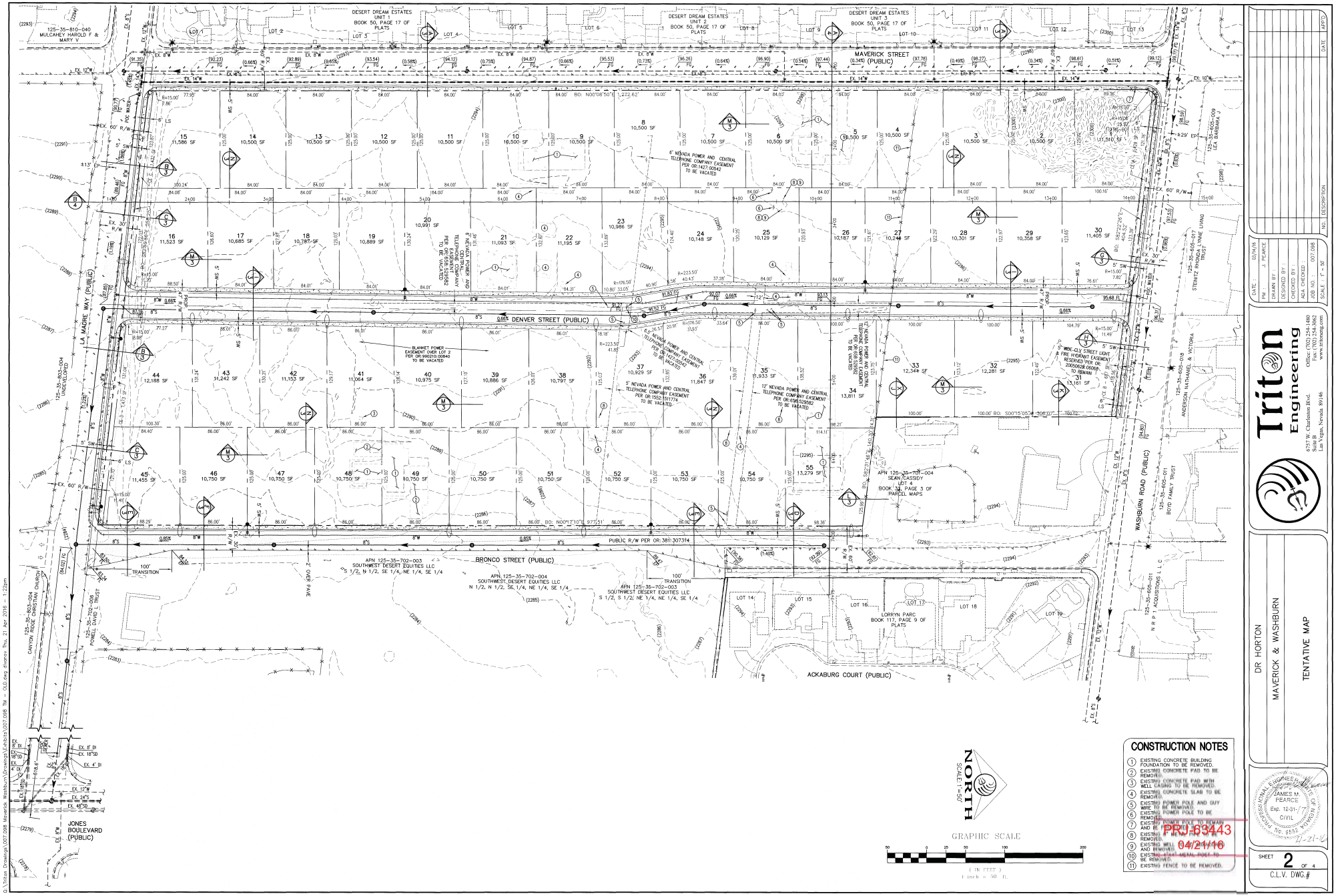
ZON-63987, ZON-63988 and TMP-63989 - REVISED



CONSTRUCTION NOTES

1. EXISTING CONCRETE BUILDING FOUNDATION TO BE REMOVED.
2. EXISTING CONCRETE PAD TO BE REMOVED.
3. EXISTING CONCRETE PAD WITH WELL CASING TO BE REMOVED.
4. EXISTING CONCRETE SLAB TO BE REMOVED.
5. EXISTING POWER POLE AND GUY WIRE TO BE REMOVED.
6. EXISTING POWER POLE TO BE REMOVED.
7. EXISTING POWER POLE TO REMAIN AND BE PROTECTED IN PLACE.
8. EXISTING TREE TO BE REMOVED.
9. EXISTING WELL TO BE CAPPED AND REMOVED.
10. EXISTING STEEL METAL POST TO BE REMOVED.
11. EXISTING FENCE TO BE REMOVED.

NO.	DESCRIPTION	DATE	APP'D

DATE: 03/14/16
PM: J. PEARCE
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DESIGNED BY:
CHECKED BY:
ADA CHECKED
JOB NO.: 007.098
SCALE: 1" = 50'

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Office: (702) 254-1480 Fax: (702) 254-3962
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DR HORTON
MAVERICK & WASHBURN
TENTATIVE MAP

PROFESSIONAL ENGINEER JAMES M. PEARCE Exp. 12-31-17 CIVIL No. 9552 STATE OF NEVADA
3-21-16

PW 23443
04/21/16

SHEET 2 OF 4
C.L.V. DWG.#

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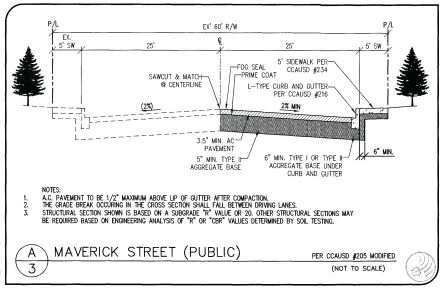

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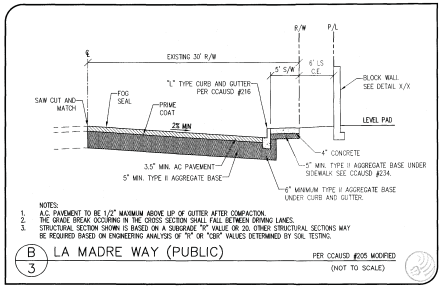

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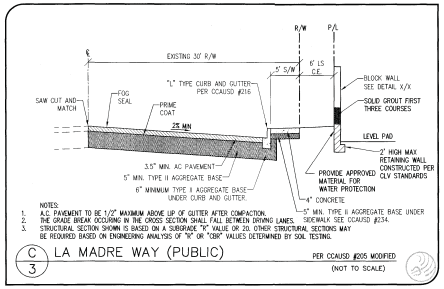

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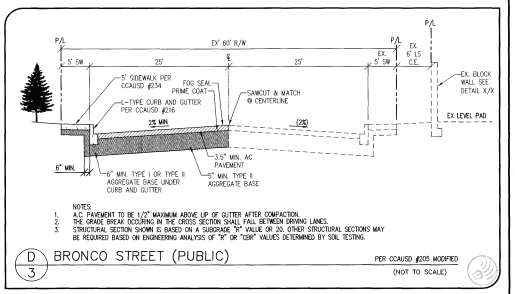

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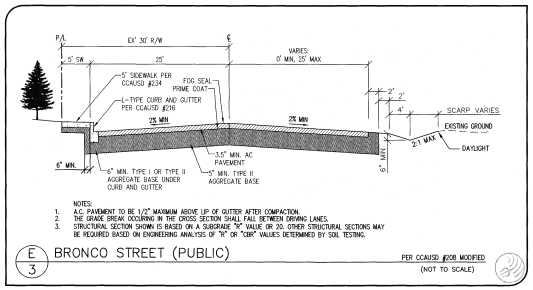

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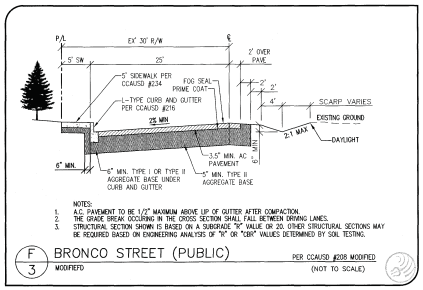

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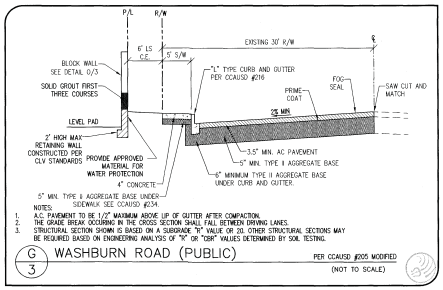

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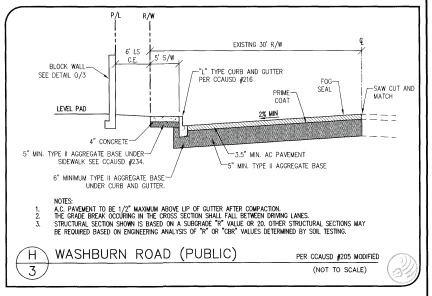

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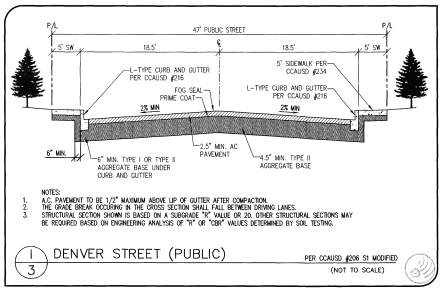

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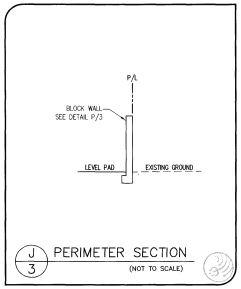

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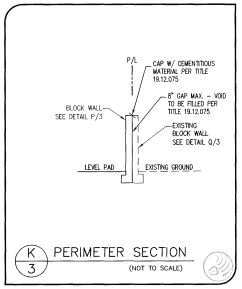

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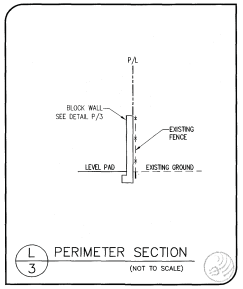

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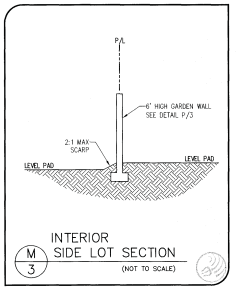

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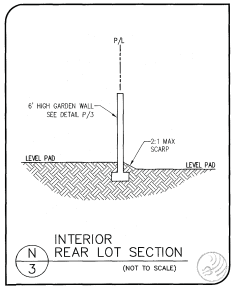

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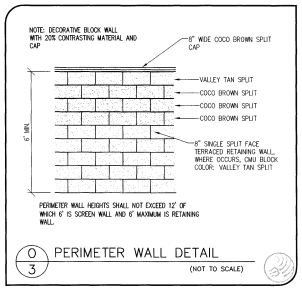
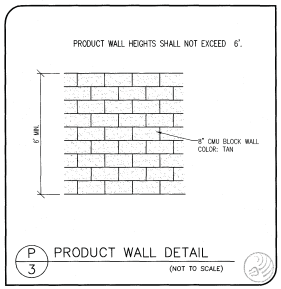
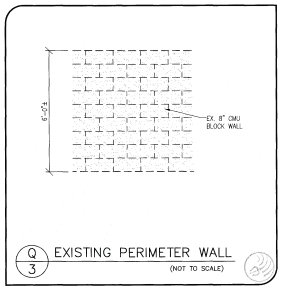


O 3 PERIMETER WALL DETAIL (NOT TO SCALE)



P 3 PRODUCT WALL DETAIL (NOT TO SCALE)



Q 3 EXISTING PERIMETER WALL (NOT TO SCALE)

PRJ-63443
04/21/16

DATE: 03/4/16
PM: J. PEARCE
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DESIGNED BY:
CHECKED BY:
ADA CHECKED:
JOB NO.: 007.098
SCALE: NONE

NO. DESCRIPTION DATE APP'D

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Suite 150
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DR HORTON
MAVERICK & WASHBURN
DETAILS

JAMES M. PEARCE
Exp. 12-31-17
CIVIL
No. 8892
04/21/16

SHEET 3 OF 4
C.L.V. DWG.#

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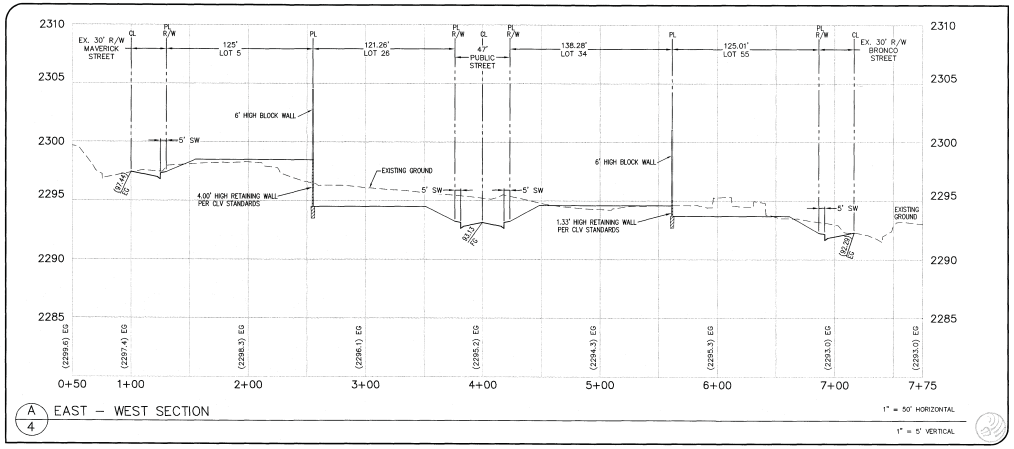
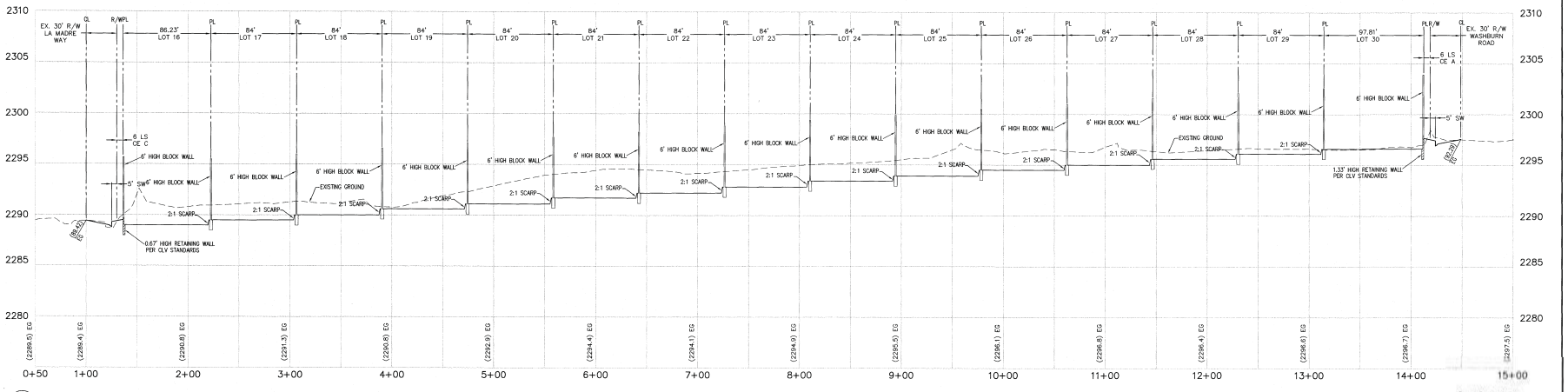
ZON-63987, ZON-63988 and TMP-63989 - REVISED



A/4 EAST – WEST SECTION

1" = 50' HORIZONTAL
1" = 5' VERTICAL



B/4 NORTH – SOUTH SECTION

1" = 50' HORIZONTAL
1" = 5' VERTICAL

PRJ-63443
04/21/16

NO.	DESCRIPTION	DATE	APP'D

DATE: 10/14/15
PM: J. PEARCE
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DESIGNED BY: -
CHECKED BY: -
AOA CHECKED: -
JOB NO.: 007.098
SCALE: 1" = 50'

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Suite B
Las Vegas, Nevada 89146
Office: (702) 254-1480
Fax: (702) 254-3062
www.tritoneng.com

DR HORTON
MAVERICK & WASHBURN
SECTIONS

PROFESSIONAL ENGINEER
JAMES M. PEARCE
Exp. 12-31-17
CIVIL
STATE OF NEVADA
4-21-16

SHEET 4 OF 4
C.L.V. DWG.#

Q:\Triton Drawings\007.098 Maverick Washburn\Drawings\Exhibits\007.098_TM - OLD.dwg dtomov, Thu, 21 Apr 2016 - 1:22pm

ZON-63987, ZON-63988 and TMP-63989 - REVISED

DEPARTMENT OF PLANNING

DATE:

City of Las Vegas
Department of Planning
333 North Rancho Drive
Las Vegas, NV 89106

RE: ~~**PROJECT NAME**~~ Maverick + Washburn
Tentative Map Election to Follow Alternative Procedure and Consent to Extension of Time Limit

To whom it may concern:

DR Horton (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 Erik Peters at (702)-635-1837. Thank you.

Sincerely,

Chris Foley
(Signature)

Chris Foley
(Print)

BARBARA A. BROSS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 3-24-2018
Certificate No: 98-2673-1

Subscribed and sworn before me

This 23rd day of March, 20 16.

Barbara A Bross
Notary Public in and for said County and State

TMP-63989

PRJ-63443
03/28/16

CERTIFICATE OF ASSISTANT SECRETARY

The undersigned hereby certifies as follows:

1. He is a duly elected, qualified and acting Assistant Secretary of D.R. Horton, Inc., a Delaware corporation *(the "Company")*, is familiar with the facts herein certified and is duly authorized to certify the same.

2. The following is a true, correct and complete copy of resolutions related to the subject matter as adopted by the Consent of Executive Committee of the Board of Directors of the Company dated December 2, 2015 *(the "Resolutions")*. The Resolutions have not been amended, rescinded or modified and remain in full force and effect as of the date hereof.

Election of Assistant Secretary

RESOLVED, that Christopher J. Foley is hereby elected to the office of Assistant Secretary *(the "Assistant Secretary")* of the Company in the Company's Las Vegas Division *(the "Division")*, to serve until the next annual meeting of the directors of the Company and until his successor is duly elected and qualified or until his earlier death, resignation or removal.

RESOLVED FURTHER, that the Assistant Secretary is hereby authorized on behalf of (i) the Company, (ii) any partnership of which the Company is a general partner, manager or agent, and (iii) any limited liability company of which the Company is a member, manager or agent *(collectively, the "Entities")* to sign, modify and terminate, from time to time as he deems it to be in the best interest of the Entities, homeowner association documents, CC&Rs, subdivision agreements, utility agreements, condominium plans, all agency applications relating to development, construction contracts, purchase orders, consultant agreements, final maps, permits, engineering agreements and other similar or equivalent agreements or documents for the Division relating to the business of the Entities.

IN WITNESS WHEREOF, the undersigned has signed as of the 9th day of December, 2015.

Thomas B. Montano
Assistant Secretary

U:\JTEWALT\Min\DHM15Dec09-COAS2.wpd

TMP-63989

PRJ-63443
03/28/16

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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Las Vegas, NV
Permit No. 1630

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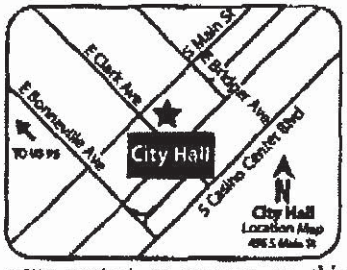
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

TMP-63989 [PRJ-63443]

RECEIVED

MAY 2 2016

City of Las Vegas
Dept. of Planning

Case: ZON-63987

12536213009
PRIVITERA MICHAEL A + Cynthia
6008 W FILMORE AVE
LAS VEGAS NV 89130-2057

47P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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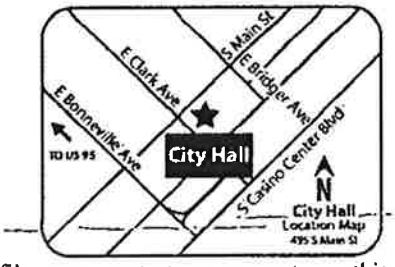

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

TMP-63989 [PRJ-63443]
Planning Commission Meeting of 5/10/2016

RECEIVED

MAY 10 2016

City of Las Vegas
Dept. of Planning

Case: ZON-63987

12535610026
TAYLOR HELLEN R
6109 BROWNING WY
LAS VEGAS NV 89130-1968

95 BRDGNP1 89130

Submitted after final agenda

Date 5/10/2016 Item 47P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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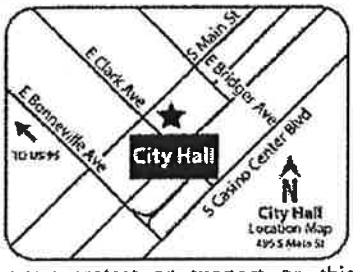

RECEIVED
MAY 9 2016
City of Las Vegas
Dept. of Planning

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

TMP-63989 [PRJ-63443]
Planning Commission Meeting of 5/10/2016

Case: ZON-63987
12535713005
WIREY COLLINS FAMILY TRUST
WIREY JAMES A TRS
5117 ACKABURG CT
LAS VEGAS NV 89130-2148

89 BRDSMP1 89130

May 07 16 08:39a Frank Sams 7023633537 p.1

47P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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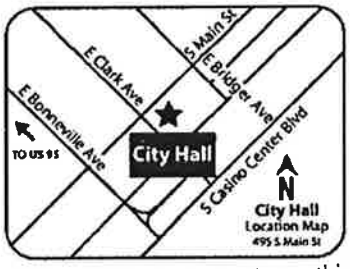

RECEIVED

MAY 10 2016

City of Las Vegas
Dept. of Planning

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Case: ZON-63987

12535701006
BIG T L P
8375 W FLAMINGO RD #4200
LAS VEGAS NV 89147

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

TMP-63989 [PRJ-63443]

Planning Commission Meeting of 5/10/2016

115 BROCNP1 89147

Submitted after final agenda

Date 5/10/2016 Item 47A

City of Las Vegas Agenda Item No.: **93.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

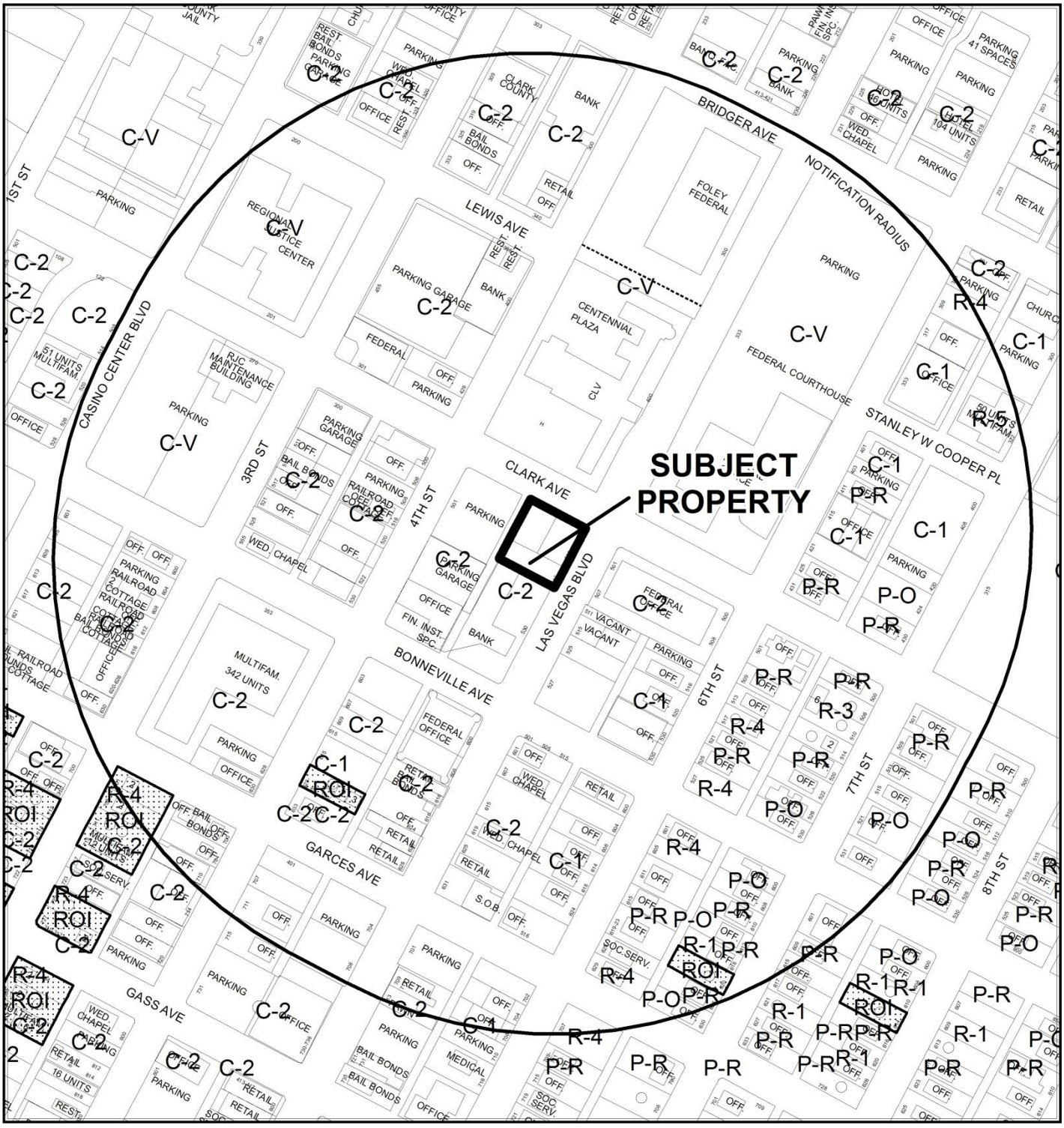
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-61777 - VARIANCE - PUBLIC HEARING - APPLICANT: LV LAND COMPANY, LLC - OWNER: LV LAND COMPANY, LLC, ET AL - For possible action on a request for a Variance TO ALLOW AN ALLEY TO TERMINATE IN A DEAD END DESIGN WHERE A CUL-DE-SAC OR PERPETUAL VEHICULAR ACCESS THROUGH THE SITE IS REQUIRED on 0.88 acres on the south side of Clark Avenue, 140 feet west of Las Vegas Boulevard (APNs 139-34-303-002, 139-34-311-151 and 153), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-60669]. Staff recommends DENIAL. The Planning Commission (4-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**2**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (4-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - VAR-61777 and VAC-61552 [PRJ-60669]
3. Supporting Documentation - VAR-61777 and VAC-61552 [PRJ-60669]
4. Photo(s) - VAR-61777 and VAC-61552 [PRJ-60669]
5. Justification Letter - VAR-61777 and VAC-61552 [PRJ-60669]
6. Court Order Appointing Receiver - VAR-61777 and VAC-61552 [PRJ-60669]
7. Support Postcards - VAR-61777 and VAC-61552
8. Back up Submitted at the May 10, 2016 Planning Commission Meeting



CASE: **VAR-61777 (PRJ-60669)**

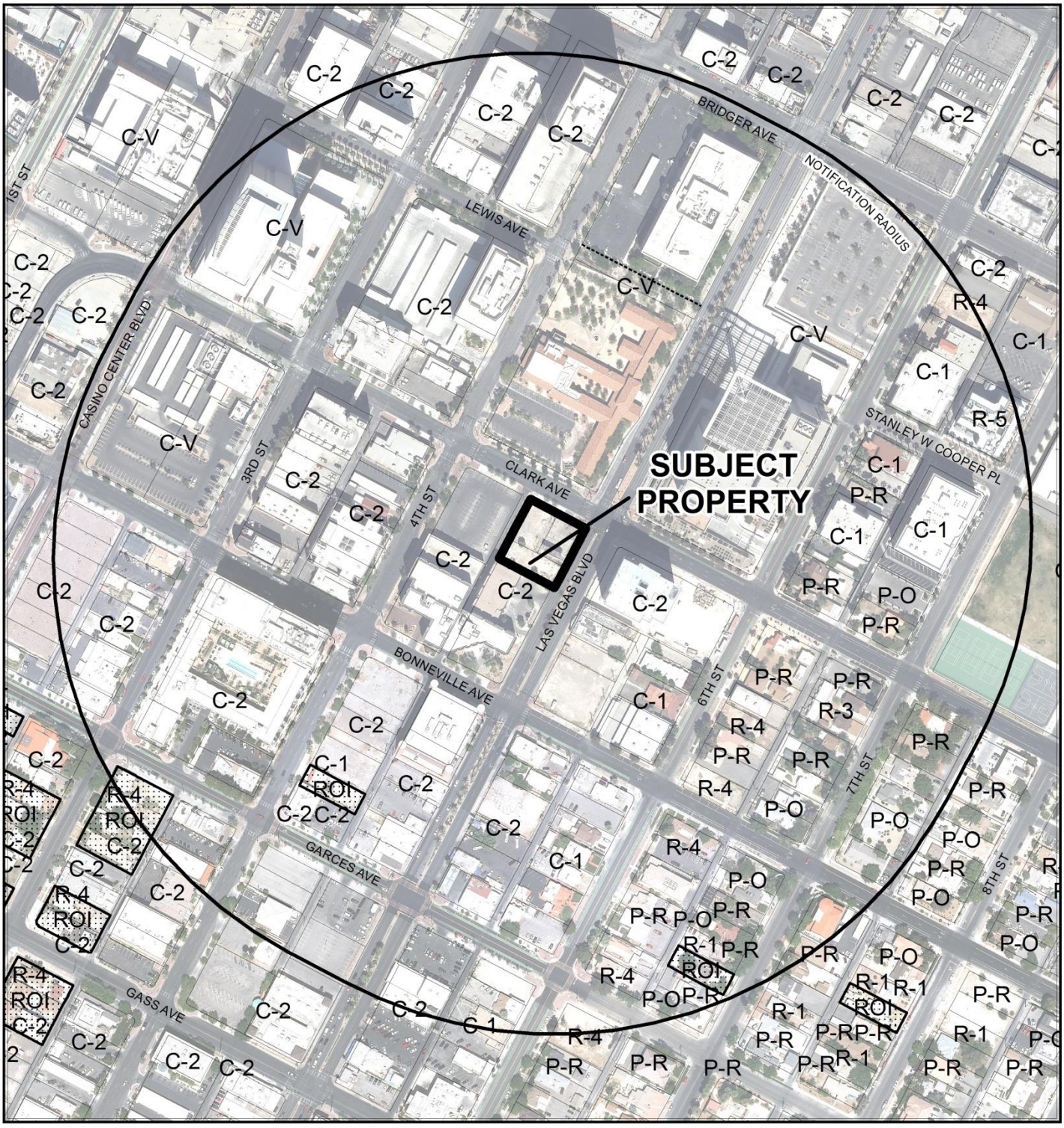
RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 300 600

Feet

N



CASE: **VAR-61777 (PRJ-60669)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 300 600 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: LV LAND COMPANY, LLC - OWNER: LV LAND COMPANY, LLC, ET AL

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-61777	Staff recommends DENIAL, if approved subject to conditions:	
VAC-61552	Staff recommends DENIAL, if approved subject to conditions:	VAR-61777

**** CONDITIONS ****

VAR-61777 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Vacation (VAC-61552) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

VAC-61552 CONDITIONS

Planning

1. The limits of this Petition of Vacation shall be the entire width of the alley from Clark Avenue to approximately 175 feet south of Clark Avenue located between Fourth Street and Las Vegas Boulevard.

2. Provide a plan showing how the right-of-way proposed to be vacated will be incorporated into the abutting properties, including those properties not controlled by the applicant, so that an un-maintained "no-man's land" area is not produced by this action. The required plan shall identify exactly who is responsible to reclaim each portion of right-of-way and exactly how the right-of-way will be reclaimed, and shall provide a schedule of when such reclamation will occur. Additionally, the plan shall detail traffic operations for public traffic that needs to be rerouted through or around the vacated portion of the alley. Such plan shall be approved by the City Traffic Engineer prior to the recordation of the Order of Vacation or the submittal of any construction drawings adjacent to or overlying the area requested for vacation, whichever may occur first.

3. This Petition of Vacation shall be modified to reserve a public sewer easement over the entire width of the alley. No structures of any kind or any landscaping over 3-feet tall shall be allowed within the proposed sewer easement. Alternatively, submit a sewer abandonment and relocation plan acceptable to the Sanitary Sewer Planning Section of the Department of Public Works. Retain a Public Sewer Easement in alley until the sewer abandonment and relocation has been completed.

4. This Petition of Vacation shall be modified to retain a public drainage easement to be privately maintained over the entire width of the alley. Alternatively, a Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the recordation of the Order of Vacation for this application. Appropriate drainage easements shall be reserved if recommended by the approved Drainage Plan/Study.

5. All public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of an Order of Vacation.

6. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right of way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

7. All development shall be in conformance with code requirements and design standards of all City Departments, except amended herein.

8. If the Order of Vacation is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is petitioning the City to relinquish its interest in a portion of a public alley that would otherwise run adjacent to an approved state courthouse. According to the applicant, vacation of the portion of the alley adjacent to APNs 139-34-303-002, 139-34-311-151 and 139-34-311-153 will allow the applicant to restrict public access behind the courthouse, thereby keeping the area safer. An accompanying Variance (VAR-6177) is required to allow a vacated alley to terminate in a dead end design. The requested variance reinforces the unsuitability of the requested Vacation and therefore staff recommends denial of both applications.

ISSUES

- The area of the proposed Vacation request is to provide additional safety for the proposed 26,600 square-foot Federal Courthouse approved by Site Development Plan Review (SDR-59956).
- A Variance from Title 19.04.100 is required to allow a public right-of-way to terminate in a dead end where a cul-de-sac or perpetual vehicular access through the site is required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/16/64	The Board of City Commissioners approved a Rezoning (Z-0100-64) to C-2 (General Commercial) on this site as part of a larger request. The Planning Commission and staff recommended approval.
11/03/99	The City Council approved a Site Development Plan Review [Z-0100-64(169)] for a proposed 97,235 square-foot office and retail building at the southwest corner of Clark Avenue and 4th Street. The Planning Commission recommended approval.
11/04/99	The Planning Commission approved a Reversionary Final Map (RM-0010-99) to revert seven lots (Lots 1-7, Block 39 of Book 1, Page 37 of Plats) to acreage on 0.56 acres at the southeast corner of Clark Avenue and 4th Street. The map was recorded 05/05/00 in Book 94, Page 44 of Plats.
05/01/02	The City Council approved a Site Development Plan Review Z-0100-64(180) for a proposed 72,178 square foot four-story retail/office building, and waivers of the Downtown Centennial Plan landscape requirement and the off-street parking requirements on 0.56 acres adjacent to the southeast corner of Fourth Street and Clark Avenue. The Planning Commission recommended approval. Staff recommended approval. The approval expired 05/01/04.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
08/19/15	The City Council will consider a Site Development Plan Review (SDR-59556) for a proposed two-story, 26,600 square-foot Government Facility (Courthouse) with Waivers of Downtown Centennial Plan build-to line, parking lot screening and landscaping, and architectural design standards on 0.56 acres at the southeast corner of Clark Avenue and 4th Street. The Planning Commission and staff recommended approval.
12/08/15	The Planning Commission voted [7-0] to hold this items in abeyance to the January 12, 2016 Planning Commission meeting at the request of the applicant.
01/12/16	The Planning Commission voted [6-0] to hold this item in abeyance to the February 9, 2016 Planning Commission meeting at the applicant's request.
02/09/16	The Planning Commission voted [7-0] to hold this item in abeyance to the April 12, 2016 Planning Commission meeting at the applicant's request.
04/12/16	The Planning Commission voted [7-0] to hold this item in abeyance to the May 10, 2016 Planning Commission meeting at the applicant's request.
05/10/16	The Planning Commission unanimously voted to recommend APPROVAL on a request for a Variance (VAR-61777) TO ALLOW AN ALLEY TO TERMINATE IN A DEAD END DESIGN WHERE A CUL-DE-SAC OR PERPETUAL VEHICULAR ACCESS THROUGH THE SITE IS REQUIRED on 0.88 acres on the south side of Clark Avenue, 140 feet west of Las Vegas Boulevard (APNs 139-34-303-002, 139-34-311-151 and 153), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-60669] and Vacation (VAC-61552) to Vacate a portion of a 20-foot wide public alley east of 4th Street, between Clark Avenue and Bonneville Avenue, Ward 3 (Coffin) [PRJ-60669].

Most Recent Change of Ownership	
10/22/15	A deed was recorded for a change in ownership for APN 139-34-303-002.
10/20/15	A deed was recorded for a change in ownership for APN 139-34-311-051.
	A deed was recorded for a change in ownership for APN 139-34-311-153.

Related Building Permits/Business Licenses	
10/15/15	A Plan Check (#60722) was approved for a Civic building at 408 East Clark Avenue. The Plan Check is active as of 11/23/15.
10/21/15	A building permit (#297846) for a Civic building was issued; however, the permit has not been finalized as of 11/23/15.
	A building permit (#297847) for on-site improvements was issued; however, the permit has not been finalized as of 11/23/15.

Pre-Application Meeting	
08/11/15	A pre-application conference was held with the applicant to discuss the vacation of the alley south of Clark Avenue. The need for provide perpetual vehicular access through the site, provide a cul-de-sac or obtain a Variance to allow a right-of-.way to terminate in a dead end design.
11/02/15	A meeting was held with the applicant to discuss the need for a Variance from 19.04 is required to allow a right-of-way (alley) to terminate in a dead or provide unrestricted perpetual vehicular access through the subject site.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
10/29/15	A field check was conducted of the property that revealed that the subject property is an existing alley adjacent to properties that are under construction.

Details of Application Request	
Site Area	
Net Acres	0.88

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	MXU (Mixed Use) C (Commercial)	C-2 (General Commercial)
North	Government Facility	PF (Public Facilities)	C-V (Civic)
South	Office, Other than Listed	C (Commercial)	C-2 (General Commercial)
East	Government Facility	C (Commercial)	C-2 (General Commercial)
West	Office, Other than Listed	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Compliance***
Downtown Centennial Plan	Y
Special Purpose and Overlay Districts	***Compliance***
Downtown Centennial Plan Overlay District	Y
Live/Work Overlay District	Y
Las Vegas Boulevard Scenic Byway Overlay District	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

ANALYSIS

This request is to vacate approximately a 175-foot long portion of the public alley that abuts Clark Avenue and runs south and parallel to Las Vegas Boulevard. A Variance accompanies the application, because the entire alleyway is not being vacated, or a public outlet to a public street or a cul-de-sac that meets code is not provided. The applicant's reason for the vacation is to provide additional security for the future Federal Courthouse.

The Uniform Development Code, Section 19.04.100 states that: "For public streets which terminate other than at an intersection with another public street, and private streets that terminate other than at an intersection with another private or public street, the termination shall be provided by means of a circular cul-de-sac that shall be designed and installed in accordance with City standards."

Staff has met and been in contact with the applicant and explained that traffic heading north in the alley needs to either have a place to turn around (cul-de-sac) or a dedicated minimum 20-foot wide public outlet to a public street. The I.C.E. (Immigration and Customs Enforcement) building on the southeast corner of Las Vegas Boulevard and Clark Avenue is an example of utilizing a 20-foot wide outlet to a public street. Failure to comply with this requirement will result in a dead end public right-of- way that doesn't have a legal turnaround or an outlet to a public street. Vehicles entering the alley will have no legal way of turning around and may be forced to back up in the alley for approximately 250 feet.

It is noted that the applicant owns the properties to the east of the proposed vacation and staff has a signed, notarized letter from owner of the parcels to the south (APN #139-34-311-158 and -159) stating they have no objection to the requested vacation and are aware of the affected change in access.

In regard to recent vacation requests of alley vacations or partial alley vacations, the entire alley was vacated or a public right was granted either by easement or dedication as an outlet to a public street. If this Variance is approved, it will be one of a few alley vacations of its kind in the City of Las Vegas and not be consistent with recent approvals of alley vacations.

The following information concerning this request to vacate certain public street ROW:

A. Does this vacation request result in uniform or non-uniform right-of-way widths? *N/A as the width of the alley isn't being reduced, only the length.*
B. From a traffic handling viewpoint will this vacation request result in a reduced traffic handling capability? *No, since it is an alley that is currently not being used very much, since the adjacent buildings are mostly vacant.*
C. Does it appear that the vacation request involves only excess right-of-way? *No, it is to vacate an alley adjacent to a proposed courthouse for security purposes.*
D. Does this vacation request coincide with development plans of the adjacent parcels? *Yes, the adjacent Nevada Supreme Court building, SDR-59556.*
E. Does this vacation request eliminate public street access to any abutting parcel? *No, since all parcels are accessible from public streets.*
F. Does this vacation request result in a conflict with any existing City requirements? *Yes, the proposed vacation terminates the alley without the benefit of a cul-de-sac or a dedicated outlet to a public street.*
G. Does the Department of Public Works have an objection to this vacation request? *Yes, since the proposed vacation does not have a proposed dedicated cul-de-sac or outlet.*

FINDINGS (VAC-61552)

The proposed Petition of Vacation (VAC-61552) does not meet the requirements of Title 19.04.100 and the applicant has not presented a bona-fide hardship for the required Variance. This Petition of Vacation proposes to end in a non-typical manner and requires the approval of a variance that is preferential in nature and therefore staff recommends denial of this request.

FINDINGS (VAR-61777)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by not vacating the entire alleyway, ending the partially vacated alley without providing a cul-de-sac or providing a public outlet to a public street. Alternatively, the applicant could vacate the entire alley, provide a turnaround that meets code or provide a 20-foot wide outlet to a public street. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 36

NOTICES MAILED 173 - VAR-61777 (By City Clerk)
4 - VAC-61552 (By City Clerk)

APPROVALS 1 - VAR-61777
1 - VAC-61552

PROTESTS 3 - VAR-61777
3 - VAC-61552

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

VAR-61777

Case Number: PRJ-60669 APN: 139-34-311-151 and 139-34-311-153

Name of Property Owner: LV Land Company II LLC

Name of Applicant: LV Land Company II LLC

Name of Representative: Frank Pankratz

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: Frank Pankratz

Subscribed and sworn before me

This 10 day of November, 2015

LeLann Stewart-Schencke

Notary Public in and for said County and State

LELANN STEWART-SCHENCKE
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 26, 2019

PRJ-60669
11/19/15

LV Land Company II LLC
a Nevada limited liability company

By: EHB Companies LLC
a Nevada limited liability company
Its Manager

By: _____
Name: Frank Pankratz
Title: Manager
Date: 11/9/15

VAR-61777

PRJ-60669
11/19/15

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

VAR-61777

Case Number: PRJ-60669 APN: 139-34-303-002, 139-34-311-153, 139-34-311-151

Name of Property Owner: LV Land Company LLC

Name of Applicant: LV Land Company LLC

Name of Representative: Frank Pankratz

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: Frank Pankratz

Subscribed and sworn before me

This 10 day of November, 2015

LeeAnn Stewart-Schencke

Notary Public in and for said County and State

LEEANN STEWART-SCHENCKE
Notary Public, State of Nevada
Appointment No. 07-4284-1
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PRJ-60669
11/19/15

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a Nevada limited liability company
Its Manager

By: _____
Name: Frank Pankratz
Title: Manager
Date: 11/9/15

PRJ-60669
11/19/15

VAR-61777

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Alley Vacation (VAC-61152) and Variance (VAR-61777)

Project Address (Location) 4th and Clark

Project Name Nevada Supreme Court Bldg. **Proposed Use** Courthouse

Assessor's Parcel #(s) 139-34-311-151 and 139-34-311-153 **Ward #** 3

General Plan: existing Comm proposed Com **Zoning:** existing C2 proposed C2

Commercial Square Footage 25,000-26,000 +/- **Floor Area Ratio**

Gross Acres 56 **Lots/Units** **Density**

Additional Information

PROPERTY OWNER LV Land Company II LLC **Contact** Frank Pankratz

Address 1215 S. Ft. Apache Rd., Ste. #120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931

City Las Vegas **State** NV **Zip** 89117

E-mail Address frank@ehbcompanies.com

APPLICANT LV Land Company II LLC **Contact** Frank Pankratz

Address 1215 S. Ft. Apache Rd., Ste. #120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931

City Las Vegas **State** NV **Zip** 89117

E-mail Address frank@ehbcompanies.com

REPRESENTATIVE Frank Pankratz **Contact** Frank Pankratz

Address 1215 S. Ft. Apache Rd., Ste. #120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931

City Las Vegas **State** NV **Zip** 89117

E-mail Address frank@ehbcompanies.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 Frank Pankratz

Subscribed and sworn before me

This 10 day of November, 20 15.

LeeAnn Stewart-Schencke

Notary Public in and for said County and State

LEEANN STEWART-SCHENCKE
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 26, 2019

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	VAR-61777
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-60669
11/10/15

f:\depot\Application Packet\Application Form.pdf

LV Land Company II LLC
a Nevada limited liability company

By: EHB Companies LLC
a Nevada limited liability company
Its Manager

By: _____
Name: Frank Pankratz
Title: Manager
Date: 11/9/15

VAR-61777

PRJ-60669
11/19/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Alley Vacation (VAC-61152) and Variance (VAR-61777)

Project Address (Location) 4th and Clark

Project Name Nevada Supreme Court Bldg. **Proposed Use** Courthouse

Assessor's Parcel #(s) 139-34-303-002 **Ward #** 3

General Plan: existing Comm proposed Comm **Zoning:** existing C2 proposed C2

Commercial Square Footage 25,000-26,000 +/- **Floor Area Ratio**

Gross Acres 56 **Lots/Units** **Density**

Additional Information

PROPERTY OWNER LV Land Company LLC **Contact** Frank Pankratz

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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 Frank Pankratz

Subscribed and sworn before me

This 10 day of November, 20 15.

LeeAnn Stewart-Schencke

Notary Public in and for said County and State

LEEANN STEWART-SCHENCKE
Notary Public, State of Nevada
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FOR DEPARTMENT USE ONLY

Case #	VAR-61777
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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.

PRJ-60669

Revised 10/27/08

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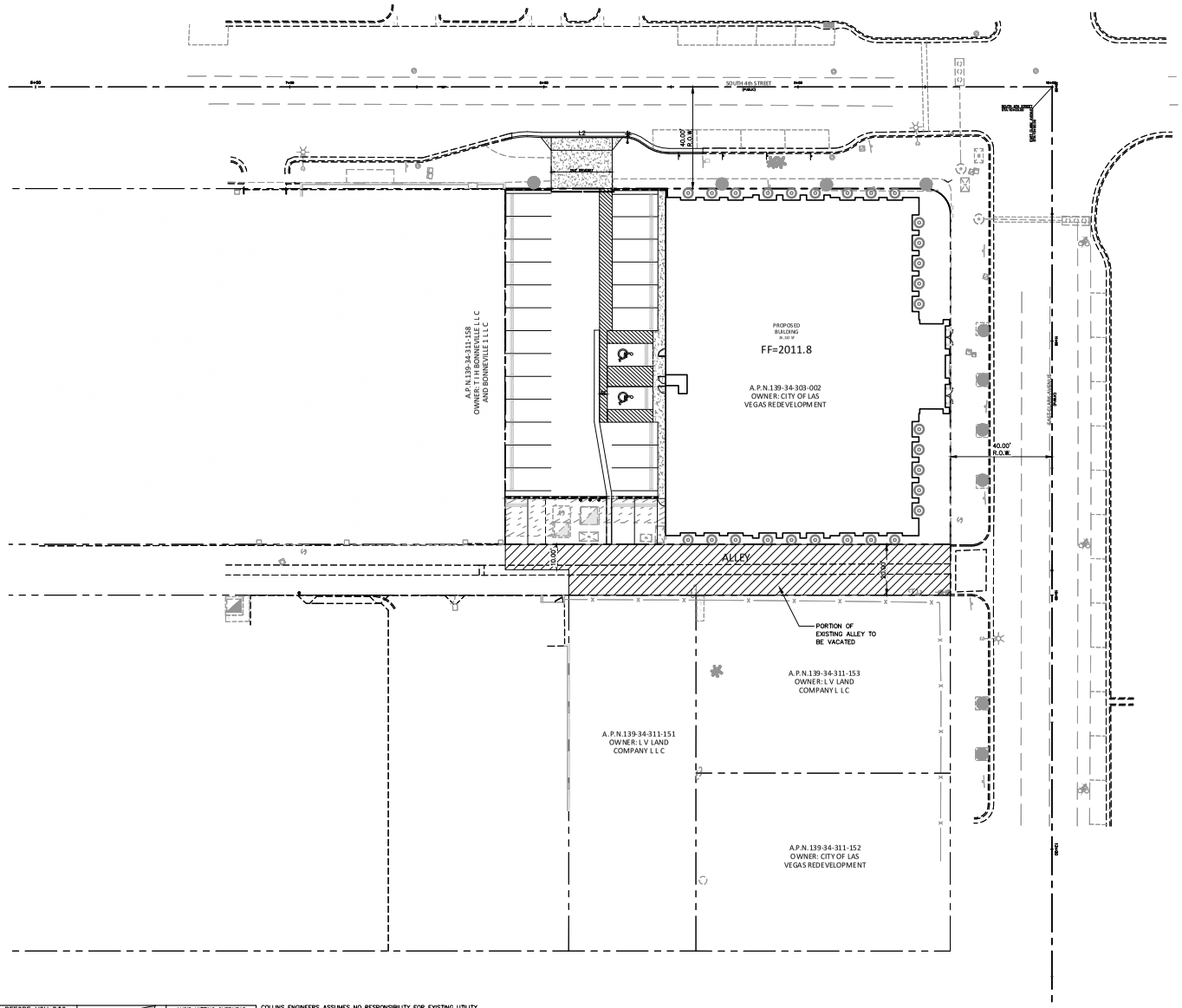
Its Manager

By: _____
Name: Frank Pankratz
Title: Manager
Date: 11/9/15

VAR-61777

PRJ-60669
11/19/15



GRAPHIC SCALE

20 0 10 20

SCALE: 1"=20'



VICINITY MAP

NTS

BASIS OF BEARINGS

SOUTH 27°54'34" WEST, BEING THE CENTERLINE OF FOURTH STREET, BETWEEN BONNEVILLE AVENUE AND CLARK AVENUE, AS SHOWN IN FILE 67, PAGE 79 OF SURVEYS ON FILE AT THE CLARK COUNTY NEVADA RECORDERS OFFICE.

BENCHMARK

CITY OF LAS VEGAS BENCH MARK # 14LV0134S6

FOUND RIVET AND PLATE TOP CURB NW CORNER OF BONNEVILLE AND LAS VEGAS BOULEVARD.

ELEVATION – 612.205 (METERS) / 2008.54 (U.S. SURVEY FEET)
NORTH AMERICAN VERTICAL DATUM OF 1988

LINE TABLE		
LINE	LENGTH	BEARING
L2	32.47'	N27°54'34"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT

SIGHT VISIBILITY ZONE LEGEND

SIGHT VISIBILITY ZONE

SIGHT VISIBILITY ZONE NOTE:
NO WALLS, FENCES, TREES, SHRUBS, UTILITY APPURTENANCES OR ANY OTHER OBJECT, OTHER THAN TRAFFIC CONTROL DEVICES AND STREETLIGHT POLES, MAY BE CONSTRUCTED OR INSTALLED WITH THE SIGHT VISIBILITY ZONE UNLESS SAID OBJECT IS MAINTAINED AT LESS THAN 24 INCHES IN HEIGHT.

GENERAL NOTE:
IT IS THE CONTRACTOR'S RESPONSIBILITY TO FILE A NOTICE OF INTENT/REQUEST TO BE INCLUDED IN THE STORM WATER GENERAL PERMIT, AND SUBMIT THE ASSOCIATED STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AS REQUIRED BY FEDERAL, AND MONITORED BY THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION.

NOTE:
PROPERTY OWNER IS RESPONSIBLE TO MAINTAIN THE BEST MANAGEMENT PRACTICES SUCH AS BUT NOT LIMITED TO THE REMOVAL OF ACCUMULATED SEDIMENT AND DEBRIS AND CARE OF THE VEGETATION.

EMERGENCY PARKING ONLY

A / 3.01 — R8-4 24"x30"

CALL BEFORE YOU DIG
AVOID CUTTING UNDERGROUND UTILITY LINES. IT'S COSTLY
Call 811
1-800-227-2600

FAST
Call before you UnderGround
1-702-432-5300
FREEWAY AND ARTERIAL SYSTEM OF TRANSPORTATION

AVOID HITTING OVERHEAD POWER LINES. IT'S COSTLY.
CALL BEFORE YOU DO OVERHEAD WORK
1-702-227-2929

COLLINS ENGINEERS ASSUMES NO RESPONSIBILITY FOR EXISTING UTILITY LOCATIONS AND ELEVATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. CONTRACTOR TO FIELD VERIFY ALL EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION. IF A CONFLICT EXISTS BETWEEN WHAT IS SHOWN ON THESE DRAWINGS AND WHAT EXISTS IN THE FIELD, THE CONTRACTOR IS TO NOTIFY THE ARCHITECT OR ENGINEER IMMEDIATELY.

LEGEND

EXISTING	PROPOSED		EXISTING	PROPOSED	
(0.00%)	0.00%	SLOPE			AC PAVEMENT
(0.00)	0.00	ELEVATION TAG			6" TYPE "A" CURB
XX	XX				24" TYPE "A" CURB & GUTTER
S	S	STORM MANHOLE			30" ROLL CURB
D	D	DROP INLET			
-00-	-00-	CONTOUR			
		RETAINING WALL			
		SCREEN WALL			

	PL–RIGHT–OF–WAY
	PL–ADJACENT
	CENTERLINE
	EASEMENT LINE
	FLOW LINE
	SAWCUT LINE
	LIMITS OF GRADING

PRJ-60669
10/06/15

COLLINS ENGINEERS
3130 S. DURANGO DR., SUITE 404
LAS VEGAS, NV 89117
Phone: 702-248-8000
Fax: 702-248-8070

NOT FOR CONSTRUCTION

NO.	DESCRIPTION OF REVISIONS	DATE	APPROVAL

4TH & CLARK OFFICE COMPLEX

APN: 139-34-303-002

ALLEY VACATION EXHIBIT

DATE:	08/03/15
JOB NUMBER:	9040
DESIGNED:	B. BALANIS
DRAWN:	J. SALDIVAR
CHECKED:	K. YAMADA

SHEET NUMBER

EX1

SHEET 1 OF 1

VAR-61777 and VAC-61552



VAR-61777 [PRJ-60669] - VARIANCE RELATED TO VAC-61552 - APPLICANT: LV LAND COMPANY, LLC - OWNER: LV LAND COMPANY, LLC, ET AL
SOUTH SIDE OF CLARK AVENUE, WEST OF LAS VEGAS BOULEVARD

10/29/15



VAR-61777 [PRJ-60669] - VARIANCE RELATED TO VAC-61552 - APPLICANT: LV LAND COMPANY, LLC - OWNER: LV LAND COMPANY, LLC, ET AL
SOUTH SIDE OF CLARK AVENUE, WEST OF LAS VEGAS BOULEVARD

10/29/15



VAR-61777 [PRJ-60669] - VARIANCE RELATED TO VAC-61552 - APPLICANT: LV LAND COMPANY, LLC - OWNER: LV LAND COMPANY, LLC, ET AL
SOUTH SIDE OF CLARK AVENUE, WEST OF LAS VEGAS BOULEVARD

10/29/15

LV Land Company LLC
9755 W. Charleston Blvd.
Las Vegas, NV 89128

November 9, 2015

City of Las Vegas
Planning Department
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Justification Letter for Vacation (VAC-61152) and Variance (VAR-61777)
State of Nevada Supreme and Appellate Courthouse – 4th Street / Clark Avenue
APN #'s 139-34-303-002 and 139-34-311-153 / 139-34-311-151
Approved SDR #59556

To Whom It May Concern:

This letter accompanies the Application for Vacation of that portion of the Alley Way adjacent to the "to be" constructed Courthouse as well as a Variance for such Alley Way to terminate in a dead end design where a cul-de-sac or perpetual vehicular access through the site is required. Necessitated by construction work and its staging, the Alley Way's closure will be commensurate with the commencement of the Courthouse's construction start, projected for October 2015.

Following construction completion, the Courthouse's Security Plan requires that the Alley Way from back of sidewalk along Clark, south to the southerly end of APN# 139-34-303-002 and APN#'s 139-34-311-153 / 139-34-311-151 be permanently vacated for public vehicle access. Operable barricades will be placed at each end of this vacation.

Your consideration and timely approval of this Vacation and Variance is most appreciated. Please do not hesitate to contact me should you have any questions or comments.

Respectfully,

LV Land Company LLC
a Nevada limited liability company

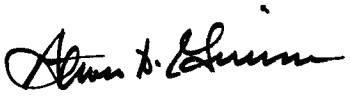
By: EHB Companies LLC
a Nevada limited liability company
Its Manager

By: _____
Name: Frank Pankratz
Title: Manager
Date: 11/9/15

PRJ-60669
11/19/15

VAR-61777 and VAC-61552 - REVISED

Electronically Filed
05/20/2015 03:42:58 PM



CLERK OF THE COURT

Michael Stein, Esq.
Nevada Bar No. 4760
SNELL & WILMER L.L.P.
3883 Howard Hughes Parkway
Suite 1100
Las Vegas, NV 89169
Telephone (702) 784-5200
Email: mstein@swlaw.com

Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

U.S. BANK NATIONAL ASSOCIATION, as Trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2006-LDP8 Commercial Mortgage Pass-Through Certificates, Series 2006-LDP8,

Plaintiff,

vs.

TIH BONNEVILLE LLC; BONNEVILLE 1 LLC; BONNEVILLE 2 LLC; BONNEVILLE 3 LLC; BONNEVILLE 4 LLC; BONNEVILLE 5 LLC; BONNEVILLE 6 LLC; BONNEVILLE 7 LLC; BONNEVILLE 8 LLC; BONNEVILLE 9 LLC; BONNEVILLE 10 LLC; BONNEVILLE 11 LLC, BONNEVILLE 12 LLC, BONNEVILLE 13 LLC; BONNEVILLE 14 LLC; BONNEVILLE 15 LLC; BONNEVILLE 16 LLC; BONNEVILLE 17 LLC, BONNEVILLE 18 LLC; BONNEVILLE 19 LLC; BONNEVILLE 20 LLC; BONNEVILLE 21 LLC; BONNEVILLE 22 LLC; and BONNEVILLE 23 LLC,

Defendants.

Case No.: A-15-717305-C

Dept. No.: 15

ORDER APPOINTING RECEIVER

Snell & Wilmer
L.L.P.
LAW OFFICES
3883 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 784-5200

VAC-61552

PRJ-60669
10/26/15
MAY 10 2015

Pursuant to the "Application for Appointment of Receiver" ("the *Application*"), the "Affidavit of Peggy Shrewsbury in Support of Application for Appointment of Receiver" (the "*Shrewsbury Affidavit*"), the "Affidavit of Stephen B. Yoken, Esq., in Support of Application for Appointment of Receiver" (the "*Yoken Affidavit*"), and the First Amended Complaint of U.S. BANK NATIONAL ASSOCIATION, as as Trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2006-LDP8 Commercial Mortgage Pass-Through Certificates, Series 2006-LDP8 ("*Plaintiff*"); the Court having reviewed the pleadings and papers on file herein and heard the arguments presented by the parties at the hearing scheduled for this matter; and good cause appearing therefor, this Court grants Plaintiff's Application and enters the following Order based upon its Findings in Support of Order Appointing Receiver.

FINDINGS IN SUPPORT OF ORDER APPOINTING RECEIVER

The Court finds that Plaintiff has sufficiently established the following facts:

A. The Loan Transaction

1. Defendants TIH BONNEVILLE LLC; BONNEVILLE 1 LLC; BONNEVILLE 2 LLC; BONNEVILLE 3 LLC; BONNEVILLE 4 LLC; BONNEVILLE 5 LLC; BONNEVILLE 6 LLC; BONNEVILLE 7 LLC; BONNEVILLE 8 LLC; BONNEVILLE 9 LLC; BONNEVILLE 10 LLC; BONNEVILLE 11 LLC, and BONNEVILLE 12 LLC executed a "Loan Agreement" dated May 18, 2006, in favor of IXIS Real Estate Capital Inc., a New York corporation ("*Original Lender*") wherein Original Lender agreed, subject to all of the terms, provisions and conditions set forth in the Loan Agreement, to make, and Borrowers agreed to accept, a loan in the maximum amount of $23,800,000.00 on the terms and conditions contained in the Loan Agreement.

2. Defendants TIH BONNEVILLE LLC; BONNEVILLE 1 LLC; BONNEVILLE 2 LLC; BONNEVILLE 3 LLC; BONNEVILLE 4 LLC; BONNEVILLE 5 LLC; BONNEVILLE 6 LLC; BONNEVILLE 7 LLC; BONNEVILLE 8 LLC; BONNEVILLE 9 LLC; BONNEVILLE 10 LLC; BONNEVILLE 11 LLC, and BONNEVILLE 12 LLC executed a "Promissory Note" dated May 18, 2006 (the "*Note*") in favor of Original Lender through which Borrowers promised to pay Original Lender the principal amount of $23,800,000 with interest on the unpaid principal balance

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LAS VEGAS, NEVADA 89169
(702) 784-5200

from the date of the Note until paid in full (the "*Loan*").

3. Defendants TIH BONNEVILLE LLC; BONNEVILLE 1 LLC; BONNEVILLE 2 LLC; BONNEVILLE 3 LLC; BONNEVILLE 4 LLC; BONNEVILLE 5 LLC; BONNEVILLE 6 LLC; BONNEVILLE 7 LLC; BONNEVILLE 8 LLC; BONNEVILLE 9 LLC; BONNEVILLE 10 LLC; BONNEVILLE 11 LLC, and BONNEVILLE 12 LLC, executed a "Deed of Trust, Assignment of Leases and Rents, and Security Agreement" dated May 18, 2006, in favor of Mortgage Electronic Registration Systems, Inc. (the "*Deed of Trust*"). The Deed of Trust encumbers, among other things, the real property situated at 530 S. Las Vegas Boulevard, Las Vegas, Nevada, and more particularly described in Exhibit A to the Deed of Trust and bearing Assessor Parcel Numbers 139-34-311-158 and 139-34-311-159 (the "*Land*").

4. Defendants TIH BONNEVILLE LLC; BONNEVILLE 1 LLC; BONNEVILLE 2 LLC; BONNEVILLE 3 LLC; BONNEVILLE 4 LLC; BONNEVILLE 5 LLC; BONNEVILLE 6 LLC; BONNEVILLE 7 LLC; BONNEVILLE 8 LLC; BONNEVILLE 9 LLC; BONNEVILLE 10 LLC; BONNEVILLE 11 LLC, and BONNEVILLE 12 LLC, as assignor, executed an "Assignment of Leases and Rents" dated May 18, 2006, in favor of Mortgage Electronic Registration Systems, Inc. ("*Assignment of Rents*").

5. TIH BONNEVILLE LLC and BONNEVILLE 13 LLC; BONNEVILLE 14 LLC; BONNEVILLE 15 LLC; BONNEVILLE 16 LLC; BONNEVILLE 17 LLC, BONNEVILLE 18 LLC; BONNEVILLE 19 LLC; and BONNEVILLE 20 LLC entered into a "Debt Assumption Agreement" wherein BONNEVILLE 13 LLC; BONNEVILLE 14 LLC; BONNEVILLE 15 LLC; BONNEVILLE 16 LLC; BONNEVILLE 17 LLC, BONNEVILLE 18 LLC; BONNEVILLE 19 LLC; and BONNEVILLE 20 LLC agreed to jointly and severally assume with TIH Bonneville, LLC, the obligations owed to Original Lender. TIH BONNEVILLE LLC and BONNEVILLE 21 LLC, BONNEVILLE 22 LLC; and BONNEVILLE 23 LLC entered into a "Debt Assumption Agreement" wherein BONNEVILLE 21 LLC, BONNEVILLE 22 LLC; and BONNEVILLE 23 LLC agreed to jointly and severally assume with TIH Bonneville, LLC, the obligations owed to Original Lender.

6. The Note was endorsed by Original Lender to La Salle Bank N.A., as Trustee for

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3883 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702)784-5200

the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2006-LDP8 Commercial Mortgage Pass-Through Certificate, Series 2006-LDP8 ("*LaSalle*"), by an "Allonge" dated September 28, 2006. The Allonge is attached to the Note. On October 17, 2008, the Office of the Comptroller of the Currency ("*OCC*") approved the application to consolidate LaSalle Bank National Association into Bank of America, N.A. (the "*OCC Letter*"). As a result of the consolidation of LaSalle Bank National Association into Bank of America, N.A., Bank of America, N.A. became the Successor Trustee for the Registered Holders of the J.P. Morgan Chase Commercial Mortgage Securities Trust 2006-LDP8 Commercial Mortgage Pass-Through Certificate, Series 2006-LDP8.

7. Pursuant to a Purchase Agreement by and among Bank of America, N.A., Bank of America (GSS) Limited, Bank of America national Trust Delaware, U.S. Bank National Association, Elavon financial Services Limited and U.S. Bank Trust National Association, Plaintiff acquired Bank of America's securitization trust administration business and accordingly succeeded Bank of America, National Association, as Trustee, as successor by merger to LaSalle Bank National Association, as Trustee, for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2006-LDP8 Commercial Mortgage Pass-Through Certificates, Series 2006-LDP8.

8. The beneficial interest in the Deed of Trust, Assignment of Rents, and Loan Agreement was assigned by Mortgage Electronic Registration Systems, Inc. to Plaintiff pursuant to that certain "Corporate Assignment of Deed of Trust" prepared on September 19, 2011 ("*MERS Assignment of Deed of Trust and Assignment of Assignment of Rents*"). By and through the Loan Agreement, Note, Allonge, Deed of Trust, Assignment of Rents, and MERS Assignment of Deed of Trust and Assignment of Rents (collectively, the "*Loan Documents*"), Plaintiff has a first priority, properly perfected lien in, on and to, among other things, the real and personal property specifically defined or otherwise described in the Deed of Trust.

B. The Defaults

9. Borrowers failed to make the Note payment due on February 5, 2015, and all subsequent payments, constituting an Event of Default under the Loan Documents.

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L.L.P.
LAW OFFICES
3883 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 784-5200

10. Plaintiff, through its legal counsel, provided Borrower written Notice of Default; Demand for Payment; and Notice to Turn Over Rents dated March 16, 2015, declaring the entire unpaid principal balance under the Note together with all accrued and unpaid interest immediately due, as provided in Section 8.2.1 of the Loan Agreement (the "*Notice of Default*"). The Notice of Default also notified Borrowers that their license to collect Rents was automatically revoked as provided in the Deed of Trust, and demanded that Borrowers immediately remit to Plaintiff all Rents received by Borrowers after that date.

11. An Event of Default under the Deed of Trust occurred when Mr. Pori filed a Chapter 7 Bankruptcy on September 25, 2012 and Mr. Stubbs filed a Chapter 7 Bankruptcy on November 5, 2014.

12. Pursuant to the terms of the Deed of Trust and Assignment of Rents, and applicable law, upon an Event of Default by Defendants, Plaintiff is entitled to seek the appointment of a receiver to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership against the Indebtedness.

13. Events of Default have occurred based upon the payment defaults noted above and the filing of bankruptcy by Messrs. Pori and Stubbs.

ORDER APPOINTING RECEIVER

Based upon these Findings in Support of the Order Appointing Receiver, and for good cause shown, the Court enters the following Order:

THE COURT ORDERS that Plaintiff's Application is GRANTED.

THE COURT FURTHER ORDERS that John Pinjuv of Avison-Young ("*Receiver*") is hereby appointed permanent Receiver in this Action, such appointment shall be effective as of the date this Order is executed by the undersigned District Court Judge (the "*Effective Date*").

THE COURT FURTHER ORDERS that the appointment of the Receiver will be governed by the following provisions:

POSSESSION OF RECEIVER: The Receiver shall have and take possession of the Land

Snell & Wilmer L.L.P. (LAW OFFICES) 3883 HOWARD HUGHES PARKWAY, SUITE 1100 LAS VEGAS, NEVADA 89169 (702)784-5200

PRJ-60669 10/26/15

and all of the property identified in sections (a) through (h) on pages 2 through 3 of the Deed of Trust (the "*Property*") including, but not limited to, the following:

1. the Land;

2. the buildings, structures fixtures and other improvements now or hereafter located on the Land (the "*Improvements*");

3. the "Equipment" defined in section (b) of the Deed of Trust; and

4. all leases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in the Land or Improvements, including any extensions, renewals, modifications or amendments thereof (the "*Leases*");

5. all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Proceeding or in lieu of rent or payment equivalents), royalties, income, fees receivables, receipts, revenues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrowers or their agents or employees from any and all sources arising from or attributable to the Land and/or the Improvements, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other g rant of the right of the use and occupancy of the Land or the Improvements, or rendering of services by Borrowers or any their agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (the "*Rents*").

6. DUTIES OF RECEIVER: The Receiver is granted the following powers and duties:

a. To enter on and take possession of the Property;

b. To care for, develop, construct, lease the Property;

c. To incur all expenses necessary for the care, preservation and maintenance of the Property up to $5,000.00 without Plaintiff's with all proposed expenditures in

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excess of $5,000.00 first requiring Plaintiff's written consent except in the case of an emergency wherein failure to expend funds would likely result in substantial damage to the Property;

d. To take from Defendants and Defendants' agents and employees, immediate possession of the Property and all things of value relating thereto, including, without limitation, its Rents and Profits as described in the Deed of Trust and thereafter manage the Property as provided in the Deed of Trust and Assignment of Rents and Leases.

e. To employ or terminate the employment of any Nevada licensed person or firm to perform construction of on- and off-site improvements and buildings on or with respect to the Property and to manage such construction work with respect to the Property;

f. To operate, manage, control and conduct the Property and its business and incur the expenses necessary in such operation, management, control, and conduct in the ordinary and usual course of business, and do all things and incur the risks and obligations ordinarily incurred by owners, managers, and operators of similar properties, and no such risks or obligations so incurred shall be the personal risk or obligation of Receiver, but shall be a risk or obligation of the receivership estate;

g. To demand, collect and receive all Rents and Profits derived from the Property, or any part thereof, including all proceeds in the possession of Defendants or third parties which are or were derived from the Rents and Profits generated by the Property;

h. To bring and prosecute all proper actions against persons for the (i) collection of Rents derived from the Property, (ii) removal from the Property of persons not entitled to entry thereon, (iii) protection of the Property, (iv) damage caused to the Property; and (v) recovery of possession of the Property;

i. To employ or terminate any person or firm to collect, manage, lease, maintain,

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secure and operate the Property if the Receiver deems it necessary or appropriate in the Receiver's discretion and judgment to do so;

j. To retain existing employees of Defendants or related parties as employees in order to continue any business operations, in which case payroll taxes, workers compensation insurance and related costs will be carried and reported as those of Defendants, and not of Receiver and the Receiver may, in the alternative at Receiver's sole discretion, carry all employees as those of any management company or other entity hired by the Receiver;

k. To hire, employ, pay and terminate servants, agents, employees, clerks and accountants, purchase materials, supplies, advertising, and other services at ordinary and usual rates and prices using funds that shall come into the Receiver's possession in order to preserve the status quo;

l. To borrow such funds from Lender as may be approved by Lender to satisfy the costs and expenses of the receivership, to the extent that the net Rents and Profits are insufficient to satisfy such costs and expenses. All amounts borrowed by the Receiver pursuant to this paragraph shall be deemed secured advances to be added to the loan and secured by the Deed of Trust. The Deed of Trust encumbering the Property shall retain Receiver's lien priority as to the entire loan, including said advances, notwithstanding the fact that said advances shall increase the outstanding indebtedness of the loan. The Receiver is further authorized to issue and execute such documents as may be required by Lender to evidence the obligation to repay the advances, including but not limited to, the issuance of receiver's Certificates of Indebtedness evidencing the obligation of the receivership estate (and not the Receiver individually) to repay such sums. The principal sum of each such certificate or document, together with reasonable interest thereon, shall be payable out of the next available funds which constitute Rents and Profits;

m. To hire, employ, retain, and/or terminate attorneys, certified public accountants,

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investigators, security guards, consultants, property management companies, brokers, construction management companies, appraisers, title companies, licensed construction control companies, and any other personnel or employees which the Receiver deems necessary to assist Receiver in the discharge of Receiver's duties;

n. To retain environmental specialists to perform environmental inspections and assessments of the Property if deemed necessary and, if deemed necessary and advisable in the discretion of the Receiver, to remediate the Property or remove and dispose of contaminants, if any, effecting the Property;

o. To maintain adequate insurance over the Property to the same extent and in the same manner as it has heretofore been insured, or as in the judgment of Receiver may seem fit and proper, and to obtain insurance policies for Receiver and the receivership estate as the insured within 10 days of the entry of this Order, whereupon Defendants may (but shall not be obligated to) cancel existing policies. If there is inadequate insurance or insufficient funds in the receivership estate to procure adequate insurance, Receiver is directed to immediately petition the court for instructions. During the period in which the Property is uninsured or underinsured, Receiver shall not be personally responsible for any claims arising therefore;

p. To pay all necessary insurance premiums for such insurance and all taxes and assessments levied on the Property during the receivership;

q. To take possession and control of all the records, correspondence, insurance policies, books and accounts of Defendants pertaining to the Property which refer to the assets, the ongoing construction of any uncompleted buildings and improvements on the Property, the lease and/or conveyance of any completed buildings and improvements on the Property, Rents and Profits and/or liabilities pertaining to the Property; to open all mail and other correspondence addressed to Defendants or received by Defendants in connection with the Property; to access

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all office equipment used by Defendants in connection with the development, construction, improvement, leasing, sales, marketing and/or conveyance of the Property and the buildings thereon, including all computer equipment, all software programs and passwords, and any other information, data, equipment or items necessary for the operation of Defendants' business with respect to the Property, whether in the possession and control of Defendants or Defendants' agents, servants or employees, provided, however, that: (i) such books and/or records shall be made available for the use of the agents, servants and employees of Defendants in the normal course of the performance of their duties; and (ii) Receiver shall have no right to access confidential or proprietary information pertaining to properties or businesses other than the Property;

r. To obtain copies of any and all plans, specifications and drawings pertaining to or affecting any part or all of the Property and to be authorized to obtain such plans, specifications and drawings from Defendants, from architects and contractors retained or formerly retained by Defendants, or from the city, municipality, county or state on which such Property is situated if the Receiver deems it necessary or advisable in Receiver's discretion to do so;

s. To continue in effect any contracts presently existing and not in default relating to the Property;

t. To enter into and modify contracts affecting any part or all of the Property, including, without limitation, any and all leases affecting the Property, subject to, the consent of Plaintiff to the extent that such consent is required pursuant to the Loan Documents (as defined in the First Amended Complaint on file herein). In addition, the Receiver shall have the authority to immediately terminate any existing contract, agreement, or instrument which is not, in Receiver's sole discretion, deemed commercially reasonable or beneficial to the Property. The Receiver shall not be bound by any contract between the Defendants and any third party that the Receiver does not expressly assume in writing;

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u. To market, sell and/or convey the Property, including the right and power to execute and deliver any and all necessary documents to consummate any sale of the Property including, but not limited to, any contracts, deeds and, if the Property is sold with the Loan in place to a party assuming the Loan on terms satisfactory to Plaintiff in Plaintiff's sole discretion, Loan assumption and modification documents; provided, however, that the terms and conditions of any sale of the Property shall be subject to approval of the Court upon notice to Plaintiff and Defendants. The Receiver, with approval of Plaintiff, shall have the right to engage one or more third parties or affiliates to act as a broker in marketing or selling the Property and the costs of such broker(s) shall be paid on a commercially reasonable leasing commission basis as may be approved by Plaintiff. Any proposed sale of the Property which would provide to Plaintiff less than the full amount of the indebtedness owed by Defendants shall be subject to Plaintiff's approval;

v. To make any repairs to the Property that the Receiver deems necessary or appropriate, subject to the consent of Plaintiff to the extent said repair exceeds Twenty Thousand Dollars ($20,000.00);

w. To pay and discharge out of the funds coming into Receiver's hands all the expenses of the receivership and the costs and expenses of operation and maintenance of the Property, including all Receiver's and related fees, taxes and governmental assessments and charges lawfully imposed upon the Property.

x. To expend funds to purchase merchandise, supplies and services as the Receiver deems necessary and advisable to assist the Receiver in performing Receiver's duties hereunder and to pay therefor the ordinary and usual rates and prices out of the funds that may come into the possession of the Receiver;

y. To apply for and obtain, and pay any reasonable fees associated with any lawful license, permit or other governmental approval relating to the Property or the operation thereof; confirm the existence of and, to the extent permitted by law,

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exercise the privileges of any existing license or permit or the operation thereof, and do all things necessary to protect and maintain such licenses, permits and approvals;

z. To apply for, transfer, obtain and renew, as necessary to prevent the loss of or loss of use of all licenses, permits and entitlements required for the operation of the Property or issued in connection therewith;

aa. With respect to any operation or activity that is now conducted on the Property or is customarily conducted on similar properties, and that may lawfully be conducted only under governmental license or permit, to continue such operation or activity under the licenses or permits issued to Defendants subject to compliance with the terms thereof;

bb. To notify all local, state and federal governmental agencies, all vendors and suppliers, and any and all others who provide goods or services to the Property of Receiver's appointment as Receiver. No utility may terminate service to the Property as a result of non-payment of pre-receivership obligations without prior order of this Court. No insurance company may cancel any existing current-paid policy as a result of the appointment of the Receiver, without prior order of this Court;

cc. To open and utilize bank accounts for receivership funds;

dd. To present for payment any checks, money orders or other forms of payment made payable to Defendants which constitute Rents and Profits of the Property, endorse same and collect the proceeds thereof, such proceeds to be used and maintained as elsewhere provided herein;

ee. The Receiver shall prepare on a monthly basis, commencing 30 days after appointment, so long as the Property shall remain in Receiver's possession or care, reports for the Property setting forth all receipts and disbursements, cash flow, cash flow operating statements, monthly rent roles, changes in the assets in Receiver's charge, claims against the assets in Receiver's charge, and other

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relevant operational issues that have occurred during the preceding month. The Receiver is directed to file such reports with the Clerk of this Court. The Receiver shall serve a copy of this report on the attorneys of record for the parties and any other interested parties who request the same;

ff. The Receiver shall charge the rates set forth in the proposal attached as **Exhibit 1** to this Order. In addition, the Receiver shall be reimbursed for all expenses incurred by the Receiver on behalf of the Property. The Receiver, Receiver's management company, Receiver's consultants, agents, employees, legal counsel, and professionals shall be paid on a monthly basis. To be paid on a monthly basis, the Receiver must file a statement of account with the Court and serve a copy on all parties each month for the time and expense incurred in the preceding calendar month. If no objection thereto is filed and served on or within ten (10) days following service thereof, such statement of account may be paid. If an objection is timely filed and served, such statement of account shall not be paid absent further order of the Court. In the event objections are timely made to fees and expenses, objected to fees and expenses will be paid within ten (10) days of an agreement among the parties or entry of a Court order adjudicating the matter;

gg. After expending the necessary funds to operate the Property, pay all reasonable and necessary costs and expenses associated with such operation and retaining a reasonable amount of funds for future expenses, the Receiver shall maintain any remaining funds for distribution to Plaintiff and such other party as may be legally entitled to receive such funds in accordance with the requirements of NRS 107A.310; and will distribute such funds on a monthly basis without further order of this Court;

hh. The Receiver is authorized and empowered to take any and all steps necessary to receive, collect and review all mail addressed to Defendants including, but not limited to, mail addressed to any post office boxes held in the name of Defendants, and the Receiver is authorized to instruct the U.S. Postmaster to

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reroute, hold, and or release said mail to said Receiver. Mail reviewed by the Receiver in the performance of Receiver's duties will promptly be forwarded to Defendants after review by the Receiver;

ii. To generally do such other things as may be necessary or incidental to the foregoing specific powers, directions and general authorities and take actions relating to the Property beyond the scope contemplated by the provisions set forth above, provided the Receiver obtains prior court approval for any actions beyond the scope contemplated herein;

jj. To apply to the Court at any time during the course of the receivership for further directions and guidance to assist the Receiver in Receiver's managerial role;

kk. Notwithstanding anything in this Order to the contrary, Receiver does not assume and is not obligated to assume and will not on obliged to pay, perform or otherwise discharge any Employment Related Liability (as defined below) of Defendants. Defendants are and will be solely and exclusively liable with respect to all Employment Related Liabilities. Without limitation of the generality of the foregoing, the term "Employment Related Liabilit(ies)" includes all liabilities of Defendants to any former or current employee in any way related to such employee's employment with or separation from the Defendants including, but not limited to, any claims: (i) for salary, wages, commissions, bonuses, benefits, vacation, or any other form of compensation; (ii) arising out of any acts or omissions of Defendants or Defendants' agents and representatives with respect to any benefit plan, employee practices or employee programs, including employee claims of discrimination, retaliation or other wrongful conduct or discharge decisions; (iii) severance liabilities; (iv) obligations under employment contracts or any other related agreements with employees; (v) any change of control amounts payable to any employees; (vi) all liabilities under the Worker Adjustment and Retraining Notification Act (WARN) 29 U.S.C. 2101 et seq., or similar state statute or regulation and (vii) any other statutory or common law

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claim;

ll. Neither Plaintiff nor the Receiver shall be liable for any obligation of Defendants relating to the Property that arose prior to the Effective Date, including, without limitation, any contingent or unliquidated obligations, nor shall the Plaintiff or the Receiver be obligated to advance any funds to pay any expense of maintenance or other liability of the Property other than as cash flows from the Rents and Profits permit payment of such expenses;

mm. The Receiver shall have no liability to any party for any claims, actions or causes of action arising out of or relating to events or circumstances occurring prior to the appointment of the Receiver. This protection of the Receiver from liability shall include, but not be limited to any liability from the performance of services rendered by third parties on behalf of Defendants, and any liability to which Defendants are currently or may ultimately be exposed under any applicable laws pertaining to the ownership and use of the Property and operation of the Defendants' businesses;

nn. The Receiver shall not be responsible for payment of any utility bills, unpaid payroll expenses or other unpaid invoices for services or utilities incurred by the Defendants or for the benefit of the Property prior to the Receiver's taking possession of the Property.

oo. Following the Receiver's appointment, the Receiver shall not be deemed in any way to be an owner of the Property. The Receiver is acting solely in Receiver's capacity as Receiver and no risk, obligation or expense incurred shall be the personal risk, obligation or expense of the Receiver, but shall be the risk, obligation or expense of the receivership estate;

pp. The Receiver shall have no responsibility for filing federal and/or state income tax returns or federal or state payroll tax returns for any period prior to the Effective Date and shall not be responsible for paying any unpaid federal and state payroll taxes and expenses of Defendants. The responsibility for such

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filings and payments lies exclusively with Defendants and Defendants'' agents, employees, and representatives. The Receiver will cooperate with Defendants to provide all necessary documents and information for Defendants to file Defendants' tax returns, and shall file returns for periods commencing on the Effective Date.

qq. The Receiver shall take possession of all keys and/or other means of gaining entry to the Property, and through any security system, in order to perform the Receiver's duties. The Receiver may engage a locksmith for the purpose of gaining entry or access to the Property, through any security system, and into any offices or locked drawers, cabinets, safe deposit boxes, and the like, in order to obtain any documents or property to which the Receiver is entitled to under this Order. The Receiver may either have the locks changed or create a key that will access the current lock(s);

rr. Tenants of the Property are directed to immediately name the Receiver as additional insureds on any insurance policy(ies) they possess relating to the Property for the period that the Receiver shall be in possession of the Property.

ss. To use the tax identification number used by Defendants for their operating bank accounts associated with the Property.

7. NON-INTERFERENCE WITH RECEIVER: Defendants, including, without limitation, Defendants' agents, representatives, and employees, are enjoined from:

a. Interfering with the Receiver, directly or indirectly, in the management and operation of the Property;

b. Interfering with the Receiver, directly or indirectly, in the collection of Rents and Profits derived from the Property;

c. Collecting or attempting to collect the Rents and Profits derived from the Property;

d. Terminating any contracts, including but not limited to, contracts relating to insurance policies;

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e. Transferring, assigning, selling, conveying, devising, pledging, mortgaging, creating a security interest in or disposing of the whole or any part of the Property (including the Rents and Profits thereof) without the prior written consent of the Receiver; provided, however, that nothing contained in this Order shall prohibit or restrain Plaintiff from initiating and/or completing a sale by judicial or non-judicial foreclosure of Property, or any portion thereof, and thereafter taking title and possession thereto; and

f. Doing any act which will, or which will tend to, impair, defeat, divert, prevent or prejudice the preservation of the Property (including the Rents and Profits thereof) or the interest of Plaintiff in the Property and in said Rents.

8. TURNOVER: Defendants and Defendants' property managers and employees, and all other persons with actual or constructive knowledge of this Order and their agents and employees, shall, within five (5) business days of the Effective Date:

a. Turn over to the Receiver the possession of the Property, including all keys to all locks on the Property, and the records, books of account, ledgers and all business records for the Property (including, without limitation, construction contracts and subcontracts, the plans, specifications and drawings relating to or pertaining to any part or all of the Property), wherever located in and whatever mode maintained (including, without limitation, information contained on computers and any and all software relating thereto as well as all banking records, statements and canceled checks);

b. Turn over to the Receiver all documents which constitute or pertain to all licenses, permits or governmental approvals relating to the Property;

c. Turn over to the Receiver all documents which constitute or pertain to insurance policies, whether currently in effect or lapsed which relate to the Property;

d. Turn over to the Receiver all contracts, leases and subleases, royalty agreements, licenses, assignments or other agreements of any kind whatsoever, whether currently in effect or lapsed, which relate to any interest in the Property;

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e. Turn over to the Receiver all documents pertaining to past, present or future construction of any type with respect to all or any part of the Property;

f. Turn over to the Receiver all documents of any kind pertaining to any and all toxic chemicals or hazardous material, if any, ever brought, used and/or remaining upon the Property, including, without limitation, all reports, surveys, inspections, checklists, proposals, orders, citations, fines, warnings and notices;

g. Turn over to the Receiver all Rents (including, without limitation, all security deposits, advances, prepaid rents, storage fees, and parking fees) wherever and whatsoever mode maintained, including all funds held in operating accounts of the Property. Any security or other deposits which tenants have paid to Defendants or Defendants' agents and which are not paid to the Receiver, and over which the Receiver has no control, shall be obligations of the Defendants and may not be rendered by the Receiver without further order of the Court. Any other security or other deposits which the tenants or other third parties have paid or may pay to the Receiver, if otherwise refundable under the terms of their leases or agreements with the Receiver, shall be expenses of the subject property and refunded by Receiver in accordance with the leases or agreements; and

h. Forward all mail addressed to Defendants to the Receiver;

i. Any and all persons or entities acting under Defendants' direction or on Defendants' behalf are further directed and ordered to deliver to the Receiver all Rents, which may yet come into their possession or come under their control.

j. Nothing herein is intended to, nor is to be construed to, require Defendants to turn over any documents protected from disclosure by either the attorney-client privilege or the attorney work product privilege.

6. DISCHARGE: The Receiver shall relinquish possession and control of the Property: (a) to Defendants or a person designated by Defendants (as defined in the First Amended Complaint on file herein) if the Loan is paid in full or otherwise satisfied or (b) to the purchaser at any judicial or non-judicial foreclosure under the Deed of Trust or applicable law.

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Upon relinquishing possession and control of the Property or any part thereof, the Receiver shall be discharged from all further duties, liabilities and responsibilities relating to such Property or such portion thereof; pending approval of the Receiver's final account and report to the Court relating thereto.

7. FINAL REPORT: No later than 60 days after the receivership terminates, the Receiver shall file and serve a motion for approval of the Receiver's final report and account. The Receiver shall give notice of such motion to all persons of whom the Receiver is aware who have potential claims against receivership property. The motion to approve the final report and account and for discharge of the Receiver shall contain the following: (1) a declaration or declarations (i) showing what was done during the receivership; (ii) certifying the accuracy of the final accounting; (iii) stating the basis for the termination of the receivership (such as foreclosure or reinstatement); and (iv) stating the basis for an order for the distribution of any surplus or payment of any deficit; and (2) a summary of the receivership accounting, which shall include (i) the total revenues received; (ii) the total expenditures identified and enumerated by major categories; (iii) the net amount of any surplus or deficit; and (iv) evidence of necessary supporting facts.

8. FUTURE LITIGATION: All parties to this action shall bring any future litigation involving the use, possession or control over the Property in this Court or the parties to such litigation shall first obtain leave of this Court except the Receiver is authorized and granted leave to bring any unlawful detainer actions relating to the Property in any court.

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9. FURTHER INSTRUCTIONS: The Receiver, Plaintiff, or any other party who maintains an interest in any property subject to this receivership, may at any time apply to this court for any further or other instructions and powers necessary to enable the Receiver to perform Receiver's duties properly and/or modify this order as to such property.

IT IS SO ORDERED.

Dated: May 19, 2015

DISTRICT COURT JUDGE

Respectfully submitted,
SNELL & WILMER L.L.P.

Michael Stein, Esq. (Bar No. 4760)
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169

Attorneys for Plaintiff

Snell & Wilmer L.L.P.
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LAS VEGAS, NEVADA 89169
(702) 784-5200

EXHIBIT 1

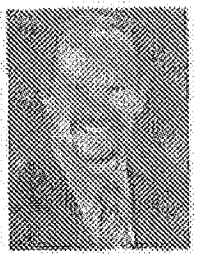
EXHIBIT 1

VAC-61552

PRJ-60669
10/26/15

COURT RECEIVER

John Pinjuv, SIOR



775.332.7300
john.pinjuv@avisonyoung.com
www.thecourtreceiver.com

John Pinjuv, SIOR has extensive expertise in the commercial real estate industry with over 25 years of experience in the business. He is a licensed Nevada and California real estate broker. A second generation native Nevadan, John began his career with Las Vegas Coldwell Banker Commercial (CBRE) in 1982 as a Multi-Family Investment Specialist. He relocated to Reno in 1984 to join Real Properties Ltd. (RPL), becoming Vice President of the Commercial Division of RPL. In 1995, John formed Nevada Commercial Group which became Grubb & Ellis|NCG in 1996.

In 2012 John formed Western Alliance Commercial, Inc. and affiliated with Avison Young, an international commercial real estate services company with offices throughout the United States, Canada, & Europe. John is President of the Corporation and Managing Director of the Avison Young office in northern Nevada. He continues to specialize in the area of commercial investment sales.

John believes in the power of helping people and giving back to our communities. He is very passionate about his work as a Board Member with the Healing Moves Foundation, a nonprofit whose mission is to increase the quality of life of people who have health challenges by giving them the opportunity to participate in specialized exercise programs. John is also an active Board Member with The Transplant Network. He is committed to his work promoting organ and tissue donor awareness.

As a court appointed receiver, John has provided quality service to his clients throughout Nevada and California. John has worked with numerous firms and individuals throughout his real estate career. The relationships formed during this time were built on integrity, enthusiasm, and client satisfaction. Some of the many clients John has worked with include: Bank of America, LNR Partners, LLC, Citibank, Wells Fargo, CIII Partners, Situs, AT&T, Bank of the West, and California Health Care Foundation, among many others. John has represented OREO departments of a number of financial institutions offering leasing, disposition and receivership services.

Professional Affiliations
-Nevada Real Estate Broker's License #11720
-California Real Estate Broker's License #01877480
-Property Management Certificate
-Society of Industrial and Office Realtors (SIOR)
-FDIC Vendor
-Economic Development Authority of Western Nevada (EDAWN)
-Healing Moves Foundation – Board Member
-The Transplant Network – Board Member

Expertise
-Receivership Services
-Real Estate Acquisition
-Leasing and Brokerage
-Broker Opinion of Value
-Property Management
-Commercial and Multi-Family Properties
-Asset Liquidations
-Tenant Improvements
-Construction Management
-Real Estate Development
-Renovation of Sub-Standard Real Property
-Working With City and State Municipalities
-Asset Management Services

VAC-61552

PRJ-60669
10/26/15

530 LAS VEGAS BLVD. SOUTH

Fee Schedule

-Monthly Receivership Fee	$1,800/month
-Travel Reimbursement	Not to exceed $350/month
-Reimbursement for ancillary fees	Filing fees, court cost, printing, postage, Receivership Bond, etc.
-Receivership Close-out Fee	$1,500.00
-Property Management Fee	By separate agreement 4% of total income with a minimum of $3,500/month whichever is greater
-Leasing	By separate agreement 6% of gross lease income for years 1-5 plus 3% of gross lease income for years 6-10 Renewals 3% of gross lease income

- *Receivership fee excludes attorney fees and miscellaneous legal fees*

PRJ-60669
10/26/15

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EHB
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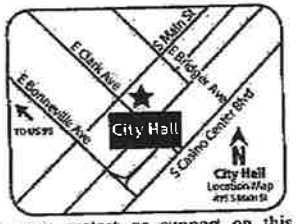
City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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.

Case: VAR-61777

13934303002
L V LAND COMPANY L L C
1215 S FORT APACHE RD #120
LAS VEGAS NV 89117

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-61777 [PRJ-60669]
City Council Meeting of June 15, 2016

iii DRDCNPI 89117

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2016 JUN -6 P 4:10

RECEIVED
CITY CLERK
2016 JUN -6 P 12:22

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Permit No. 1620

City of Las Vegas
Office of the City Clerk
495 S. Main St., City Hall
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, 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.

VAR-61777 [PRJ-60669]
City Council Meeting of June 15, 2016

Case: VAR-61777

13934303002
LV LAND COMPANY L L C
1215 S FORT APACHE RD #120
LAS VEGAS NV 89117

06/02/2016 23:54 7029406931 EHB PAGE 01/01

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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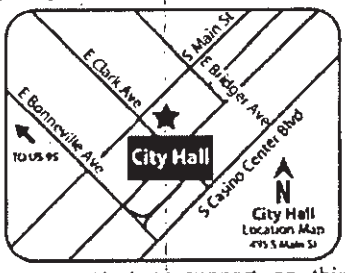
Las Vegas, NV
Permit No. 1630

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.

VAR-63577 & WVR-63579 [PRJ-63479]
Planning Commission Meeting of 4/12/2016

RECEIVED
APR 11 2016
City of Las Vegas
Dept. of Planning

NO

Case: VAR-63577

12524601001
SMITH PHILIP S & CAROL E
5353 DORRELL LN
LAS VEGAS NV 89131-2705

97 BRDGNP1 89131

19 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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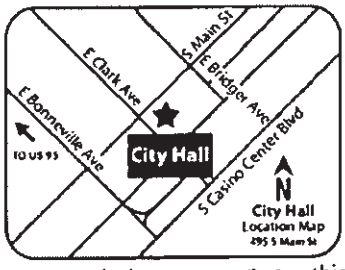
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-63577 & WVR-63579 [PRJ-63479].
Planning Commission Meeting of 4/12/2016

97 BRDGNP1 89131

RECEIVED

APR 12 2016

City of Las Vegas
Dept. of Planning

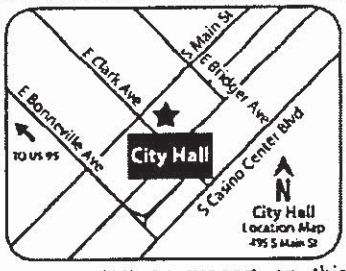
Case: VAR-63577
12524512036
TOPOLSKI TIMOTHY G & TERESA D
4915 WILD THYME AVE
LAS VEGAS NV 89131-2765

16
17

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-63577 & WVR-63579 [PRJ-63479]
Planning Commission Meeting of 4/12/2016

RECEIVED

APR 11 2016

City of Las Vegas
Dept. of Planning

Case: VAR-63577

12524510025
PETERS DENNIS & IRIS
7132 WILD WAVE DR
LAS VEGAS NV 89131-1010

97 BRDGNP1 89131

16
17

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT STD
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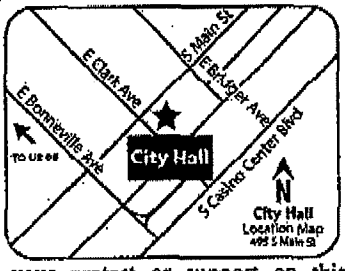
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
DEC 7 2015
City of Las Vegas
Dept. of Planning

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: VAR-61777

13934311138
DOWNTOWN SANCHEZ L L C
3960 HOWARD HUGHES PKWY #150
LAS VEGAS NV 89169

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-61777 [PRJ-60669]
Planning Commission Meeting of 12/8/2015

57 JRDGNPI 89169

34A

City of Las Vegas Agenda Item No.: **94.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

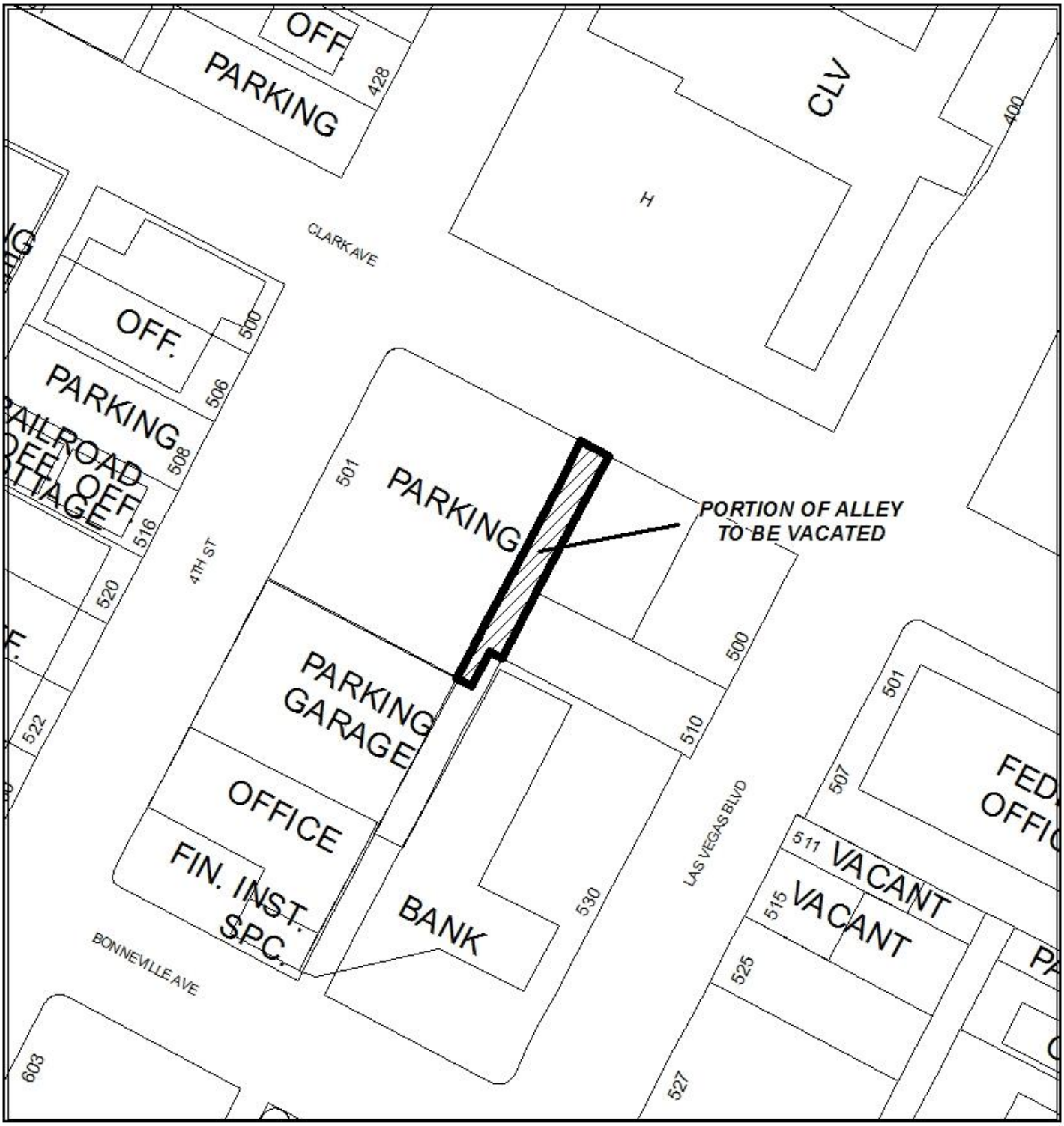
SUBJECT:
VAC-61552 - VACATION RELATED TO VAR-61777 - PUBLIC HEARING - APPLICANT: LV LAND COMPANY, LLC - OWNER: LV LAND COMPANY, LLC, ET AL - For possible action on a request for a Petition to Vacate a portion of a 20-foot wide public alley east of 4th Street, between Clark Avenue and Bonneville Avenue, Ward 3 (Coffin) [PRJ-60669]. Staff recommends DENIAL. The Planning Commission (4-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (4-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Justification Letter

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



CASE: VAC-61552 (PRJ-60669)

0 100 200
Feet

N



CASE: **VAC-61552 (PRJ-60669)**

0 100 200
Feet

N

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

VAC-61552

Case Number: PRJ-60669 APN: 139-34-311-151 and 139-34-311-153

Name of Property Owner: LV Land Company II LLC

Name of Applicant: LV Land Company II LLC

Name of Representative: Frank Pankratz

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: Frank Pankratz

Subscribed and sworn before me

This 10 day of November, 2015

LeLann Stewart-Schencke

Notary Public in and for said County and State

LELANN STEWART-SCHENCKE
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 26, 2019

PRJ-60669
11/19/15

LV Land Company II LLC
a Nevada limited liability company

By: EHB Companies LLC
a Nevada limited liability company
Its Manager

By: _____
Name: Frank Pankratz
Title: Manager
Date: 11/9/15

PRJ-60669
11/19/15

VAC-61552

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

VAC-61552

Case Number: PRJ-60669 APN: 139-34-303-002, 139-34-311-153, 139-34-311-151

Name of Property Owner: LV Land Company LLC

Name of Applicant: LV Land Company LLC

Name of Representative: Frank Pankratz

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: Frank Pankratz

Subscribed and sworn before me

This 10 day of November, 2015

LeeAnn Stewart-Schencke

Notary Public in and for said County and State

LEEANN STEWART-SCHENCKE
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 26, 2019

PRJ-60669
11/19/15

LV Land Company LLC
a Nevada limited liability company

By: EHB Companies LLC
a Nevada limited liability company
Its Manager

By: _____
Name: Frank Pankratz
Title: Manager
Date: 11/9/15

PRJ-60669
11/19/15

VAC-61552

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Alley Vacation (VAC-61152) and Variance (VAR-61777)

Project Address (Location) 4th and Clark

Project Name Nevada Supreme Court Bldg. **Proposed Use** Courthouse

Assessor's Parcel #(s) 139-34-311-151 and 139-34-311-153 **Ward #** 3

General Plan: existing Comm proposed Com **Zoning:** existing C2 proposed C2

Commercial Square Footage 25,000-26,000 +/- **Floor Area Ratio**

Gross Acres 56 **Lots/Units** **Density**

Additional Information

PROPERTY OWNER LV Land Company II LLC **Contact** Frank Pankratz

Address 1215 S. Ft. Apache Rd., Ste. #120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931

City Las Vegas **State** NV **Zip** 89117

E-mail Address frank@ehbcompanies.com

APPLICANT LV Land Company II LLC **Contact** Frank Pankratz

Address 1215 S. Ft. Apache Rd., Ste. #120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931

City Las Vegas **State** NV **Zip** 89117

E-mail Address frank@ehbcompanies.com

REPRESENTATIVE Frank Pankratz **Contact** Frank Pankratz

Address 1215 S. Ft. Apache Rd., Ste. #120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931

City Las Vegas **State** NV **Zip** 89117

E-mail Address frank@ehbcompanies.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 Frank Pankratz

Subscribed and sworn before me

This 10 day of November, 20 15.

LeeAnn Stewart-Schencke

Notary Public in and for said County and State

LEEANN STEWART-SCHENCKE
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 26, 2019

FOR DEPARTMENT USE ONLY

Case #	VAC-61552
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-60669
11/10/15

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

LV Land Company II LLC
a Nevada limited liability company

By: EHB Companies LLC
a Nevada limited liability company
Its Manager

By: _____
Name: Frank Pankratz
Title: Manager
Date: 11/9/15

PRJ-60669
11/19/15

VAC-61552

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Alley Vacation (VAC-61152) and Variance (VAR-61777)

Project Address (Location) 4th and Clark

Project Name Nevada Supreme Court Bldg. **Proposed Use** Courthouse

Assessor's Parcel #(s) 139-34-303-002 **Ward #** 3

General Plan: existing Comm proposed Comm **Zoning:** existing C2 proposed C2

Commercial Square Footage 25,000-26,000 +/- **Floor Area Ratio**

Gross Acres 56 **Lots/Units** **Density**

Additional Information

PROPERTY OWNER LV Land Company LLC **Contact** Frank Pankratz

Address 1215 S. Ft. Apache Rd., Ste. #120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931

City Las Vegas **State** NV **Zip** 89117

E-mail Address frank@ehbcompanies.com

APPLICANT LV Land Company LLC **Contact** Frank Pankratz

Address 1215 S. Ft. Apache Rd., Ste. #120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931

City Las Vegas **State** NV **Zip** 89117

E-mail Address frank@ehbcompanies.com

REPRESENTATIVE Frank Pankratz **Contact** Frank Pankratz

Address 1215 S. Ft. Apache Rd., Ste. #120 **Phone:** (702) 940-6930 **Fax:** (702) 940-6931

City Las Vegas **State** NV **Zip** 89117

E-mail Address frank@ehbcompanies.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 Frank Pankratz

Subscribed and sworn before me

This 10 day of November, 20 15.

LeeAnn Stewart-Schencke

Notary Public in and for said County and State

LEEANN STEWART-SCHENCKE
Notary Public, State of Nevada
Appointment No. 07-4284-1
My Appt. Expires Jul 26, 2019

FOR DEPARTMENT USE ONLY

Case #	VAC-61552
Meeting Date:	
Total Fee:	
Date Received:*	
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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.

PRJ-60669

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

LV Land Company LLC
a Nevada limited liability company

By: EHB Companies LLC
a Nevada limited liability company
Its Manager

By: _____
Name: Frank Pankratz
Title: Manager
Date: 11/9/15

PRJ-60669
11/19/15

VAC-61552

A portion of APN: 139-34-399-002
December 16, 2015
By: Derek S. Crowther

Exhibit 'A'

Explanation
This legal description describes a portion of a public Alley Way to be vacated. The described area is generally located on the south side of Clark Street between 4th Street and Las Vegas Boulevard.

Legal Description
A portion of the public Alley Way as dedicated on that certain Final Map titled "CLARK'S LAS VEGAS TOWNSITE" recorded in Book 1, Page 37 of Plats on file at the Clark County, Nevada Recorder's Office and lying within Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, more particularly described as follows:

Beginning *at the northwest corner of Lot 26, Block 39 of said Plat, said beginning point also being on the easterly right-of-way of said public Alley Way; thence along the easterly right-of-way of said public Alley Way and along the westerly line of Lots 17 through 26, Block 39 of said Plat, South 27°54'42" West, 250.20 feet to the northerly right-of-way of Bonneville Avenue and southwest corner of Lot 17, Block 39 of said Plat; thence along the northerly right-of-way of said Bonneville Avenue, North 62°04'06" West, 20.00 feet to the southeast corner of Lot 16, Block 39 of said plat and the westerly right-of-way of said public Alley Way; thence along the westerly right-of-way of said public Alley Way and along the easterly line of Lots 8 through 16, Block 39 of said Plat, North 27°54'42 East, 225.18 feet; thence departing said right-of-way and lot line, South 62°05'18" East, 10.00 feet; thence North 27°54'42" East, 25.01 feet; thence South 62°05'18" East, 10.00 feet to the* ***Point of Beginning****.*

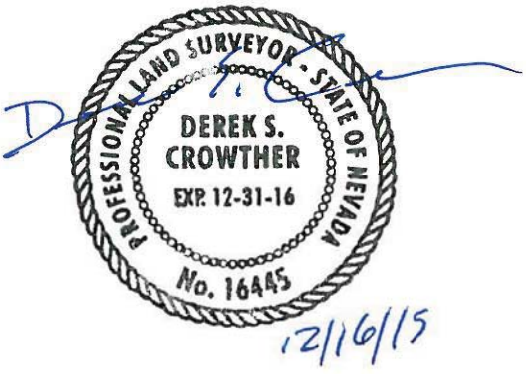
Contains 4,754 square feet, more or less.

Basis of Bearing
South 27°54'34" West, being the centerline of Fourth Street between Bonneville Avenue and Clark Avenue as shown in File 67, Page 79 of Surveys on file at the Clark County, Nevada, Recorder's Office.

(See Exhibit "B" attached hereto and by this reference made a part hereof)

End of description.

Derek S. Crowther, PLS
Professional Land Surveyor
Nevada License No. 16445



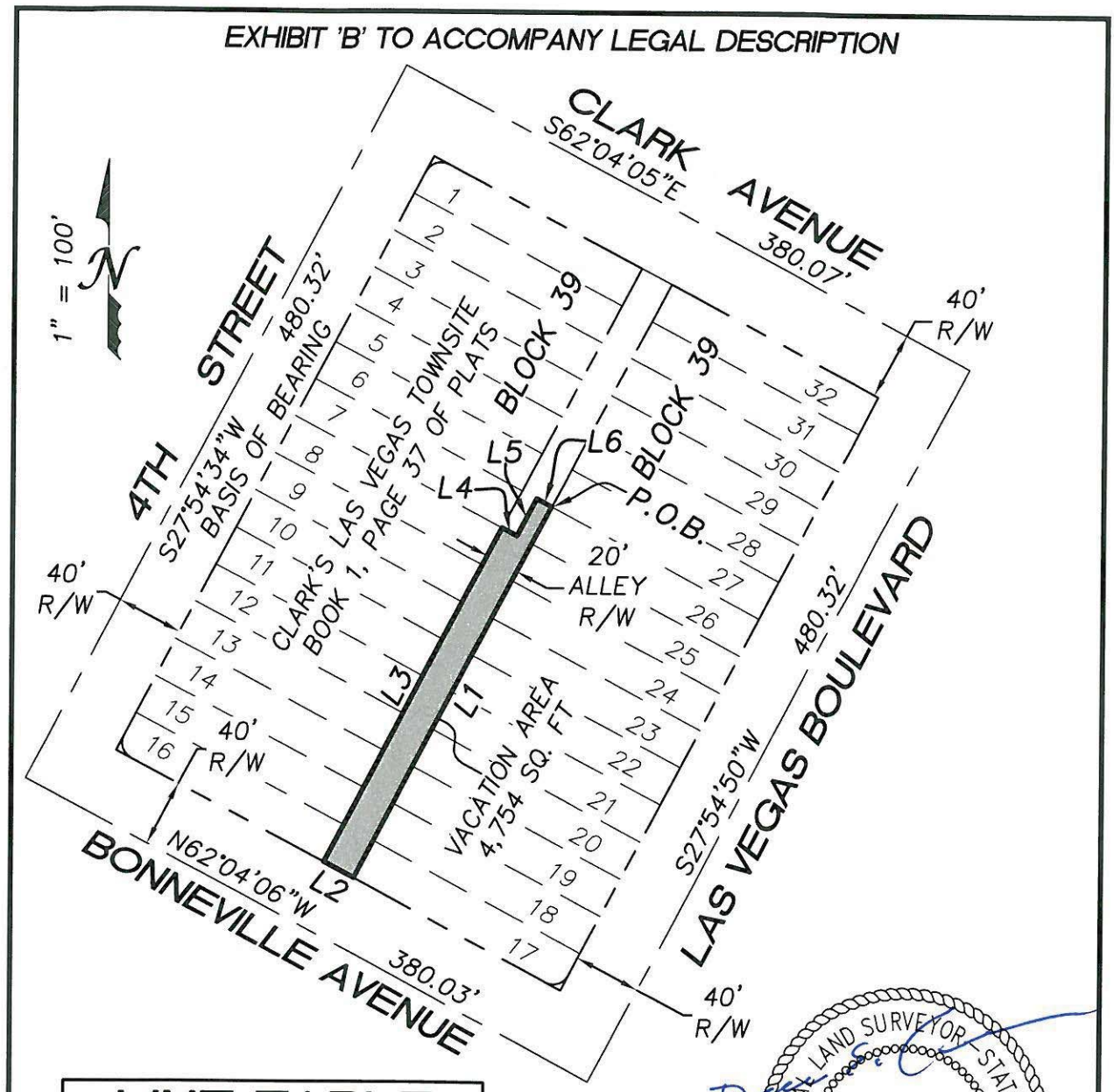
PRJ-60669
12/17/15

P:_Current Projects\512.0099.01\Legals & Exhibits\Legals\512.0099 VACATION2.docx

Heritage Surveying
1895 Village Center Circle • Las Vegas, NV 89134 • (702)474-6277 HS4-MAPS
www.Heritage-Surveying.com

VAC-61552 - REVISED

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S27°54'42"W	250.20
L2	N62°04'06"W	20.00
L3	N27°54'42"E	225.18
L4	S62°05'18"E	10.00
L5	N27°54'42"E	25.01
L6	S62°05'18"E	10.00

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
DEREK S. CROWTHER
EXP: 12-31-16
No. 16445

12/16/15

PRJ-60669
12/17/15

512.0099-VACATION2

SHEET 2 OF 2

Heritage Surveying
1895 VILLAGE CENTER CIRCLE
LAS VEGAS, NEVADA 89134
(702) 474-6277 (HS4-MAPS)
FAX (702) 255-6902
HERITAGE-SURVEYING.COM

VAC-61552 - REVISED

December 17, 2015

City of Las Vegas
Planning Department
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Justification Letter for Vacation (VAC-61152)
State of Nevada Supreme and Appellate Courthouse – 4th Street / Clark Avenue
APN #139-34+-311-159
Approved SDR #59556

To Whom It May Concern:

This letter accompanies the Application for Vacation of that portion of the Alley Way from Bonneville north to the Alley Way being vacated under PRJ-60669.

Your consideration and timely approval of this Vacation and Variance is most appreciated. Please do not hesitate to contact me should you have any questions or comments.

Respectfully,

VAC-61552 - REVISED

PRJ-60669
12/17/15

City of Las Vegas Agenda Item No.: **95.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

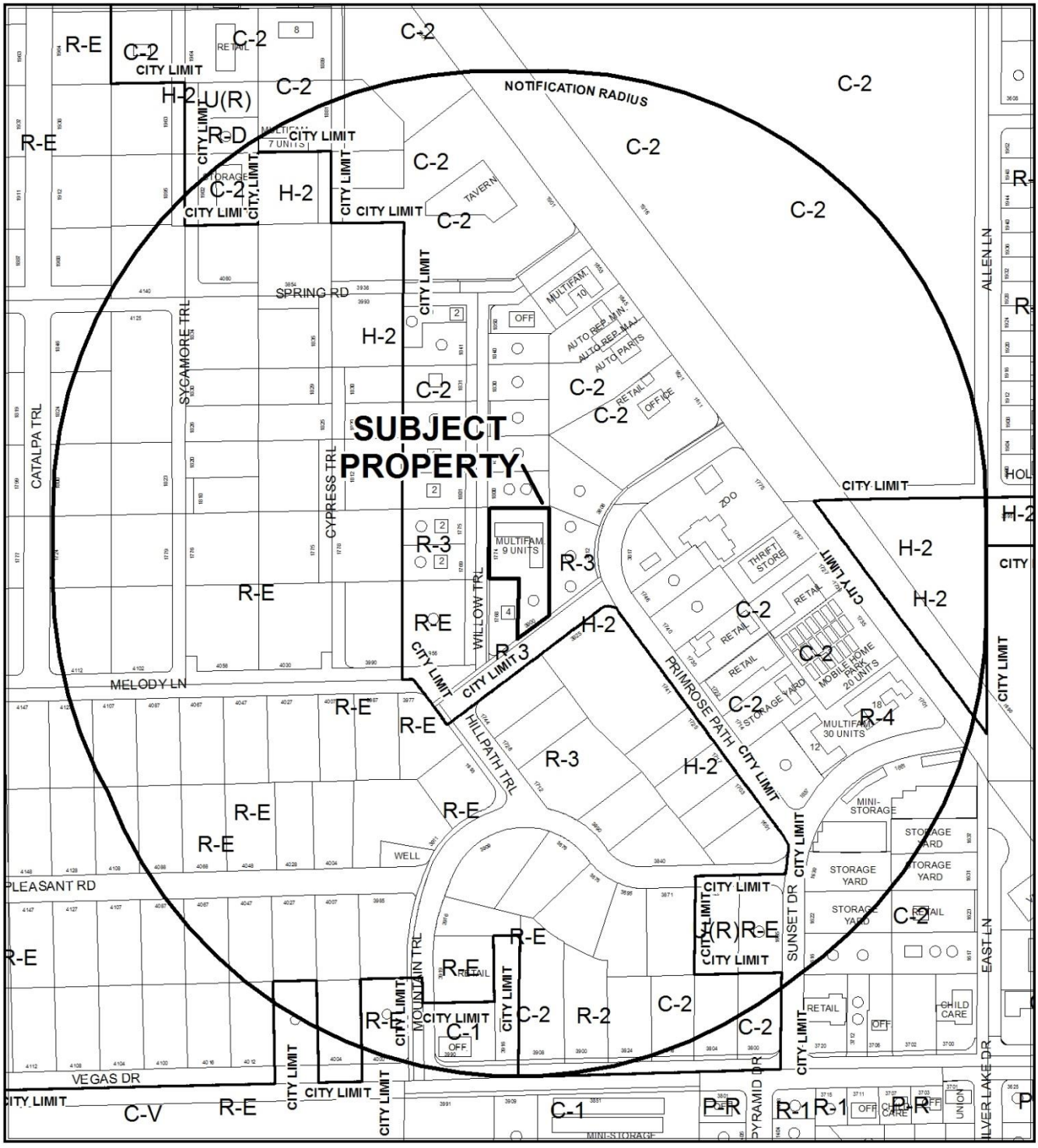
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-63974 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: ANDREW FRANK, ET AL - For possible action on a request for a Variance TO ALLOW NO OFFSITE IMPROVEMENTS ALONG MELODY LANE on 0.72 acres at 3900 Melody Lane (APN 139-19-802-005), R-3 (Medium Density Residential) Zone, Ward 5 (Barlow) [PRJ-63952]. The Planning Commission (4-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (4-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - VAR-63974 and SDR-63975 [PRJ-63952]
2. Conditions and Staff Report - VAR-63974 and SDR-63975 [PRJ-63952]
3. Supporting Documentation - VAR-63974 and SDR-63975 [PRJ-63952]
4. Photo(s) - VAR-63974 and SDR-63975 [PRJ-63952]
5. Justification Letter - VAR-63974 and SDR-63975 [PRJ-63952]
6. Letter from Eastland Heights Water Association - VAR-63974 and SDR-63975 [PRJ-63952]
7. Back up Submitted at the May 10, 2016 Planning Commission Meeting



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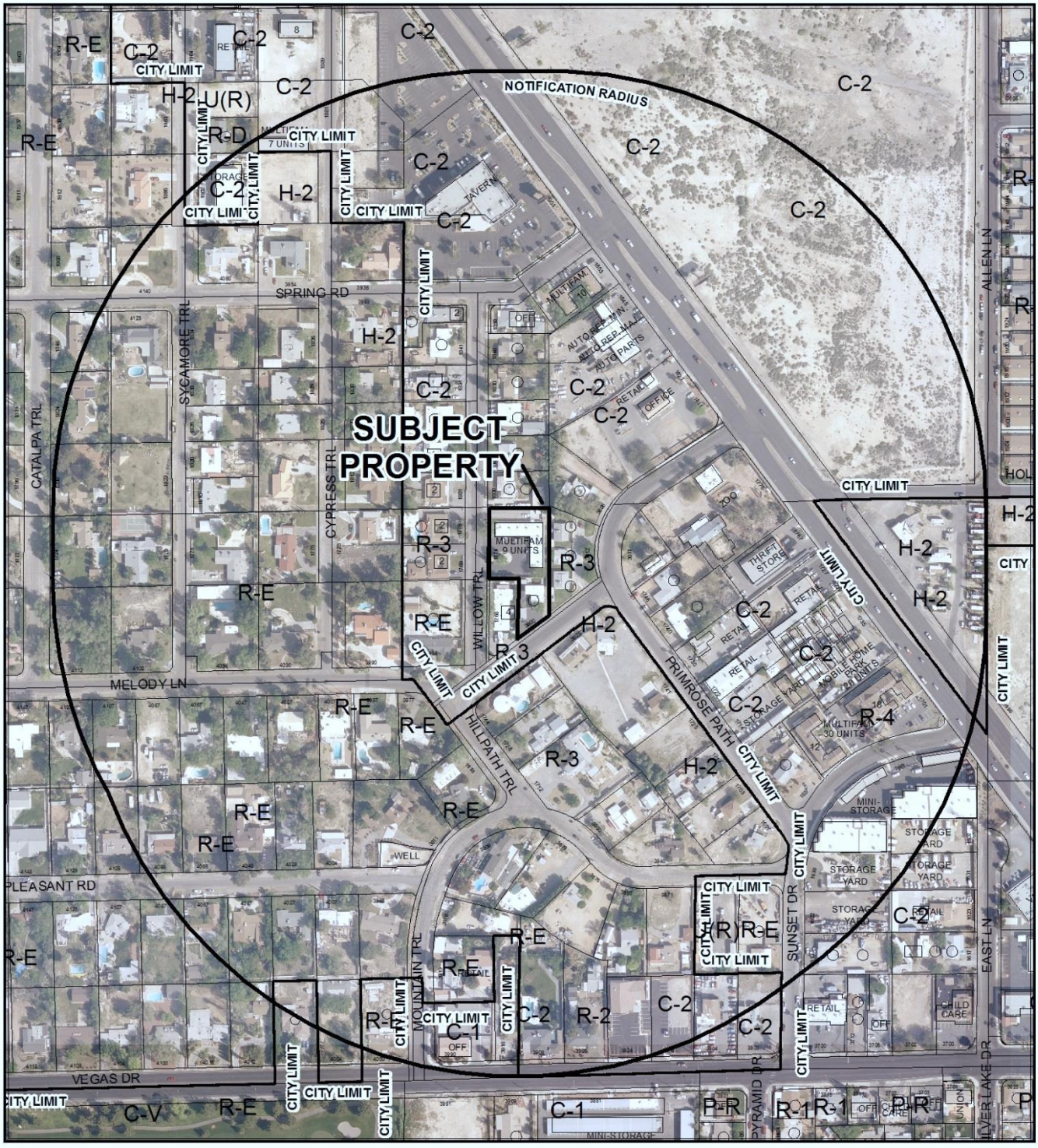
CASE: **VAR-63974 AND SDR-63975 (PRJ-63952)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)

N



0 200 400 Feet

CASE: **VAR-63974 AND SDR-63975 (PRJ-63952)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: ANDREW FRANK, ET AL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-63974	Staff recommends APPROVAL, subject to conditions:	
SDR-63975	Staff recommends APPROVAL, subject to conditions:	VAR-63974

** CONDITIONS **

VAR-63974 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-63975) shall be required, if approved.

2. Conformance to the approved conditions for Rezoning (Z-0034-69) and Rezoning (Z-0042-74).

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SDR-63975 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-63974) shall be required, if approved.

2. Conformance to the approved conditions for Rezoning (Z-0034-69) and Rezoning (Z-0042-74).

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 and landscape plan date stamped 04/25/16 and building elevations date stamped 03/24/16, except as amended by conditions herein.

5. A Waiver from Title 19.06.110 is hereby approved, to allow a zero-foot perimeter landscape buffer along the Willow Trail frontage where 15 feet is required.

6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device. The technical landscape plan shall include the following changes from the conceptual landscape plan:

    A. Extend a minimum six-foot wide landscape buffer along the north property line westward from the end of the proposed buffer to the side yard setback line located five feet from the west property line. Provide one additional 24-inch box deciduous or evergreen tree and four five-gallon shrubs in the provided buffer area;

B. Provide three additional 24-inch box shade trees at the ends of parking rows in the proposed parking lot;

C. Provide three additional 24-inch box deciduous or evergreen trees within the perimeter landscape buffer along the east property line;

D. Provide a minimum of four five-gallon shrubs per required tree in required perimeter landscape buffers.

9. Prior to the submittal of a building permit application, the applicant shall meet with Department of Planning staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

11. Grant a Public Pedestrian Access Easement for the sidewalk located outside of the public right of way along Willow Trail prior to the issuance of permits for this site.

12. A deviation from standards for the non-standard street section design for Willow Trail is hereby approved as shown on the approved site plan. Any further deviations will require separate approval from the City Engineer.

13. 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.

14. Prior to the issuance of permits, sign a Covenant Running with Land agreement for the possible future installation of half-street improvements per City Standards (including curb and gutter, sidewalks, streetlighting, permanent paving and possibly fire hydrants and sewers) on Melody Lane adjacent to this site. The Covenant agreement must be recorded with the County Recorder and a copy of the recorded document must be provided to the City prior to the release of this parcel map for recordation.

15. Submit an Encroachment Agreement for landscaping and private improvements in the Melody Lane and Willow Trail 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 applicant and any successors in interest to the property and assigns pursuant to the terms 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).

16. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainage ways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing to remodel an existing single-story apartment building and construct a new two-story apartment building where the parking lot currently exists. The existing single-family dwelling that is situated on the south portion of the property would be removed to provide a new parking lot. Additional parallel parking and curbing would be provided onsite along Willow Trail. The existing access from Willow Trail would then be removed. The apartment complex will accommodate a maximum of 18 one-bedroom units. The area has been developed for many years with no offsite improvements, and the aesthetics of the property would be improved by the proposal. The hardship related to the variance is warranted, and staff recommends approval. The addition will meet density allowances and will remain compatible with the neighborhood. Staff recommends approval of the Site Development Plan Review, subject to conditions. If denied, additional apartment units could not be constructed on the site.

ISSUES

- A similar request was approved by the Planning Commission in 2009 but was never built; the entitlement consequently expired in 2011.
- The site contains two frontages. It previously consisted of two parcels, one containing a single-family dwelling, the other a nine-unit apartment building; a metes and bounds legal description was recorded after 2009 to combine the parcels.
- A Variance is requested to allow no offsite improvements (sidewalk, amenity zone, streetlights) along Melody Lane where these are required. Staff recommends approval of the Variance.
- The applicant is proposing to construct a parking area with parallel spaces along Willow Trail, creating a nonstandard street section with landscaped areas in the right-of-way and curbs on the interior of the site. If approved, the Department of Public Works will approve a deviation to allow this nonstandard section.
- A Waiver is required to allow a zero-foot perimeter landscape buffer along the west property line (along Willow Trail) where 15 feet is required. Staff supports this Waiver.
- A Waiver to allow a zero-foot perimeter landscape buffer along a portion of the north property line is no longer needed, as the applicant will accept a condition of approval requiring the minimum buffer width to be installed along the entire north side.
- Staff does not support an exception to Title 19.06.040 that would allow 15 trees within perimeter landscape buffers where 19 trees are required. Per condition of approval, the additional trees must be provided on the technical landscape plan as required by the Unified Development Code.

- Staff does not support an exception of Title 19.08.110 that would allow three shade trees in the parking lot where six trees are required. Per condition of approval, the additional trees must be provided on the technical landscape plan as required by the Unified Development Code.
- The proposed trash enclosure is situated in such a location as to require refuse trucks to remain on the street during pickups. The Department of Public Works does not object to trucks accessing the trash enclosure from a residential street.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/18/69	The Board of City Commissioners approved a Rezoning (Z-0034-69) from R-E (Residence Estates) and C-2 (General Commercial) to R-3 (Limited Multiple Residence) at the northeast corner of Melody Lane and Willow Trail. The Planning Commission recommended approval; staff had no recommendation. A Plot Plan was included for a proposed four-plex.
10/02/74	The Board of City Commissioners approved a Rezoning (Z-0042-74) from R-E (Residence Estates) and C-2 (General Commercial) to R-3 (Limited Multiple Residence) for property generally located on the east side of Willow Trail between Melody Lane and Spring Road. A Plot Plan was included for an addition of two units to an existing nine-unit apartment building. An administrative variance (AV-0016-74) was also approved by staff to allow a 10-foot rear yard setback where 20 feet was required. The existing setback was nonconforming, but the applicant was requesting to add onto the existing building, which would encroach into the setback.
08/06/75	The Board of City Commissioners approved a Revised Plot Plan Review (Z-0042-74) for a 12-unit apartment building on the east side of Willow Trail between Melody Lane and Spring Road. The Planning Commission and staff recommended approval.
08/27/09	The Planning Commission approved a Site Development Plan Review (SDR-34463) for the addition of a two-story, nine-unit apartment building with Waivers of the perimeter landscape buffer standards to allow a zero-foot buffer along the west perimeter where 10 feet is required and zero-foot buffers along portions of the north and east perimeters where six feet is required on 0.72 acres at 1774 Willow Trail and 3900 Melody Lane. Staff recommended approval. The approval expired 08/27/11.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/10/16	The Planning Commission unanimously voted to recommend APPROVAL of a Variance (VAR-63974) to allow no offsite improvements along Melody Lane on 0.72 acres at 3900 Melody Lane (APN 139-19-802-005), R-3 (Medium Density Residential) Zone, Ward 5 (Barlow) [PRJ-63952].
05/10/16	The Planning Commission unanimously voted to recommend APPROVAL of a request for a Site Development Plan Review (SDR-63975) for a proposed nine-unit addition and other site improvements to an existing nine-unit multi-family residential development and waivers to allow a zero-foot wide perimeter landscape buffer along a portion of the north property line where six feet is required and along the west property line where 15 feet is required on 0.72 acres at 3900 Melody Lane (APN 139-19-802-005), R-3 (Medium Density Residential) Zone, Ward 5 (Barlow) [PRJ-63952].

Most Recent Change of Ownership	
03/12/13	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1961	Nine multi-family residential apartments located at 1774 Willow Trail were constructed.
1975	The single-family residence located at 3900 Melody Lane was constructed.

Pre-Application Meeting	
03/23/16	A meeting was held with the applicant to discuss submittal requirements for a Variance to allow no offsite improvements along Melody Lane and a Site Development Plan Review for the proposed addition. The Department of Public Works determined that Complete Streets along both Melody Lane and Willow Trail would not be required.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/31/16	An existing apartment building and single-family residence in good condition were observed.

Details of Application Request	
Site Area	
Net Acres	0.72

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Multi-Family Residential (Apartments)	M (Medium Density Residential)	R-3 (Medium Density Residential)
	Single Family, Detached		
North	Two-Family Dwellings	GC (General Commercial)	C-2 (General Commercial)
South	Church/House of Worship	RN (Rural Neighborhood) – Clark County Designation	R-E (Rural Estates Residential) – Clark County Designation
			H-2 (General Highway Frontage) – Clark County Designation
	Single Family, Detached		R-E (Rural Estates Residential) – Clark County Designation
East	Two-Family Dwellings	M (Medium Density Residential)	R-3 (Medium Density Residential)
West	Single Family, Attached (Duplex)	M (Medium Density Residential)	R-3 (Medium Density Residential)
	Multi-Family Residential (Fourplex)		

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (70 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to 19.06.110, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	6,500 SF	31,363 SF	Y
Min. Lot Width	N/A	89 Feet	N/A
Min. Setbacks			
• Front	10 Feet	112 Feet	Y
• Side	5 Feet	5 Feet	Y
• Rear	20 Feet	24 Feet	Y
Min. Distance Between Buildings	10 Feet	13 Feet	Y
Max. Lot Coverage	N/A	43 %	N/A
Max. Building Height	5 Stories/55 Feet	2 Stories/ 26 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Parapet screened	Y

Pursuant to Title 19.06.040, the following standards apply:

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	78 Feet	170 Feet	Y
Adjacent development matching setback	20 Feet	170 Feet	Y
Trash Enclosure	50 Feet	160 Feet	Y

Pursuant to Title 19.06, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	6 Trees	6 Trees	Y
• South	1 Tree / 20 Linear Feet	1 Trees	0 Trees	N
• East	1 Tree / 20 Linear Feet	12 Trees	9 Trees	N
• West	1 Tree / 20 Linear Feet	7 Trees	0 Trees	N*
TOTAL PERIMETER TREES		**26 Trees**	**15 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	6 Trees	3 Trees	N

Pursuant to Title 19.06, the following standards apply:

Landscaping and Open Space Standards				
	Required			
Standards	***Ratio***	***Trees***	***Provided***	***Compliance***
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	6 Feet		0 Feet	N
• South	10 Feet		13 Feet	Y
• East	6 Feet		6 Feet	Y
• West	15 Feet		0 Feet	N
Wall Height	6 to 8 Feet Adjacent to Residential		6' vinyl fence on all non-frontages	Y

*Trees along the west perimeter would not be required if associated buffer waiver is approved.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Willow Trail	Local Street	Title 13.12	55	Y
Melody Lane	Minor Collector	Title 13.12	60	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Multi-Family Residential (1 BR units)	18 units	1.25 spaces per unit	23				
Guest Spaces	18 units	1 space per 6 units	3				
TOTAL SPACES REQUIRED			26		26		Y
Regular and Handicap Spaces Required			24	2	24	2	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
15-foot landscape buffer along right-of-way adjacent to single family use or zoning district (single family attached, in this case)	To allow a zero-foot landscape buffer along the west perimeter	Approval

Exceptions		
Requirement	***Request***	***Staff Recommendation***
24" box shade trees at the ends of all parking rows (6 trees required)	To allow 3 parking lot trees	Denial
24" box trees within perimeter buffers (19 trees required)	To allow 15 perimeter buffer trees	Denial

ANALYSIS

The site is not part of any special area plan. The site is subject to the requirements of the Airport Overlay District; however, the proposed apartment building would be constructed well below the maximum 70-foot height restriction for this area.

The addition of nine new multi-family units would increase the density of the development from 12.5 dwelling units per acre to 25.0 dwelling units per acre. The R-3 (Medium Density Residential) District allows up to 50 dwelling units per acre, and the M (Medium Density Residential) General Plan designation caps density at 25.49 dwelling units per acre. Therefore, the addition would remain within current density limits and would not be out of character with the area.

The site carries a unique circumstance where the larger residential area has been developed out for many years without curbs, gutters, sidewalks and full streets. This area is therefore not likely to have these amenities installed for as long as the residential character of the neighborhood remains. Requiring half-street improvements that include these amenities would place an undue burden on the applicant. Staff recommends approval of the requested variance.

With demolition of the existing single-family dwelling and construction of a new parking lot, site access would shift from Willow Trail to Melody Lane. The Willow Trail right-of-way is currently 55 feet. Rather than adding a new sidewalk adjacent to the west property line, the applicant is proposing an onsite parking area with parallel spaces that has the appearance of on-street parking. A new five-foot sidewalk would be constructed east of the parking spaces. A portion of the parking row end landscape planters encroach five feet into the right-of-way. The landscape planters are located where the sidewalk normally would be; however, because there are no offsite improvements in the area and a curb and sidewalk are provided alongside the parking spaces, Public Works supports a deviation of the Willow Trail street section as shown on the submitted site plan and will require private maintenance of any landscaped areas within the right-of-way as a condition of approval. Complete Streets as required by the Unified Development Code have been waived adjacent to this site by Public Works pursuant to Title 19.04.010.

Staff supports the landscape waiver request to eliminate the perimeter landscape buffer along Willow Trail, as an 11-foot buffer would still be provided onsite and it would allow for additional parking to meet the additional demand due to the proposed new residential units. The Unified Development Code requires a 15-foot buffer because this side of the property is located across the street from single-family attached and two-family dwellings. However, the total setback from the property line is 20 feet. The applicant has agreed to conditions of approval requiring the six-foot minimum landscape buffer along the north property line to be extended along the entire side (adjacent to the proposed trash enclosure) and the provision of additional trees within the perimeter buffers and parking lot where required. Therefore, the waiver to allow a zero-foot buffer on a portion of the north property line is no longer needed.

All structures are in conformance with Title 19 requirements. Carports (shade structures) will remain six feet from property lines, where at least a three-foot setback is required. The proposed trash enclosure is situated in such a location as to require refuse trucks to remain on the street during pickups. The Department of Public Works does not object to trucks accessing the trash enclosure from a residential street. The trash enclosure is not subject to residential adjacency standards, but does require provision of screening walls, a gate, a roof or trellis and odor control. Staff notes that residential adjacency only applies to this property insofar as it is located across from properties to the south in unincorporated Clark County and the R-E (Residence Estates) zoned property at 3956 Melody Lane. The proposed development conforms to all residential adjacency requirements.

This project will add approximately 60 trips per day on Melody Lane, Willow Trail, Primrose Path and Rancho Drive. Rancho Drive is currently at about 94 percent of capacity. With implementation of the submitted plans, the capacity of Rancho Drive is expected to be unchanged. Counts are not available for Melody Lane, Willow Trail or Primrose Path; however, they are believed to be under capacity. Based on "peak hour" use, this development will add into the area roughly six additional vehicles per hour, or one every 10 minutes.

The submitted elevations indicate earth tone painted stucco exteriors and flat roofs with cornices. The new two-story building will feature stone veneer popouts from roofline to floor and a parapet for utility screening. Units will feature patios and balconies. Access to individual units is from the interior with offset exterior doors to the complex. All new units contain one bedroom or a bedroom and den combination.

FINDINGS (VAR-63974)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

The surrounding neighborhood is entirely built out without offsite improvements such as detached sidewalks, curbs, gutters and streetlights. Requiring full offsite improvements along Melody Lane for this one property would constitute a hardship. The Variance request is therefore warranted, and staff recommends approval.

FINDINGS (SDR-63975)

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 addition and refacing of the existing apartment buildings and addition of a new two-story apartment building on the subject site is compatible with the adjacent residential properties, one of which contains a house of worship.

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 lack of offsite street improvements requires a Variance, which staff supports due to unique circumstances. The requested landscape buffer waiver along Willow Trail is warranted, as a sidewalk, curb and buffer will still be provided onsite while allowing the development to meet parking requirements. The applicant will accept a condition of approval to provide an additional landscape buffer and plant materials. The project is otherwise consistent with the Unified Development Code.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access will be limited to Melody Lane, which is considered under capacity for traffic conveyance. Circulation is logical and will not cause traffic conflicts on site or in the area.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Stucco, stone veneer, metal and glass are appropriate materials for this area and will be compatible with existing development. The landscaping materials provided will provide shade for the uncovered portions of the parking area and additional screening from adjacent residential properties.

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 submitted elevations incorporate required architectural elements, are aesthetically pleasing and are compatible with the existing apartment building and structures on surrounding properties.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   Site Development is subject to permits, licensing and inspection, thereby safeguarding the public health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 10

NOTICES MAILED 125 (By City Clerk)

APPROVALS 0

PROTESTS 2

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-63974 APN: 139-19-802-005

Name of Property Owner: Andrew Frank, Tiffany Frank and Veronica Frank

Name of Applicant: Andrew Frank, Tiffany Frank and Veronica Frank

Name of Representative: Jacqueline N. Walton, Esq.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Andrew Frank

Subscribed and sworn before me

This _____day of _____, 20_____

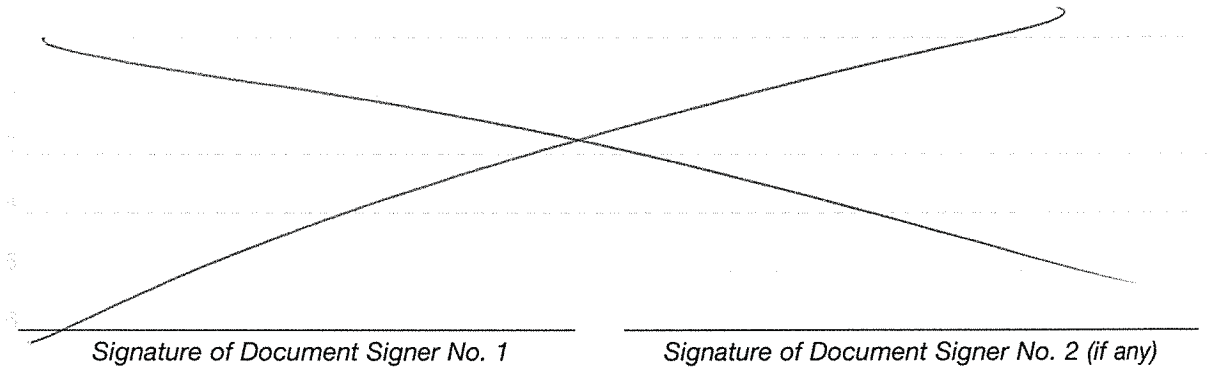
Please see attached

Notary Public in and for said County and State

PRJ-63952
03/24/16

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

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



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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

YARIN DAVID-CHAI
Commission # 2081632
Notary Public - California
Los Angeles County
My Comm. Expires Sep 14, 2018

Subscribed and sworn to (or affirmed) before me on this 18th day of March, 2016,
Date *Month* *Year*
by
(1) Andrew Frank
(and (2)),
Name(s) of Signer(s)

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

Signature
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Statement of Financial Interest Document Date:
Number of Pages: 1 Signer(s) Other Than Named Above:

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PRJ-63952
03/24/16

VAR-63974

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Andrew Frank, Veronica Frank and Tiffany Frank

Project Address (Location) 3900 Melody Lane, Las Vegas, NV 89108

Project Name The Residences at Melody **Proposed Use** Apartments

Assessor's Parcel #(s) 139-19-802-005 **Ward #** 5

General Plan: existing M proposed M **Zoning:** existing R-3 proposed R-3

Commercial Square Footage Existing: 2,660 Proposed: 8,324 **Floor Area Ratio** 9562/31,363=0.3

Gross Acres 0.72 **Lots/Units** 1/18 **Density** 25/acre

Additional Information

PROPERTY OWNER Andrew Frank, et al. **Contact** Andrew Frank

Address P.O. Box 6312 **Phone:** **Fax:**

City Woodland Hills **State** CA **Zip** 91365

E-mail Address andrewfrank987@gmail.com

APPLICANT (same as Owner) **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

REPRESENTATIVE Reisman Sorokac **Contact** Jacqueline N. Walton, Esq.

Address 8965 S. Eastern Ave., Suite 382 **Phone:** 727-6258 **Fax:** 446-6756

City Las Vegas **State** NV **Zip** 89123

E-mail Address jwalton@rsnvlaw.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* 

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ANDREW FRANK

Subscribed and sworn before me

This _____ day of _____, 20 _____.

Please see attached

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	VAR-63974
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-63952 08/24/16

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

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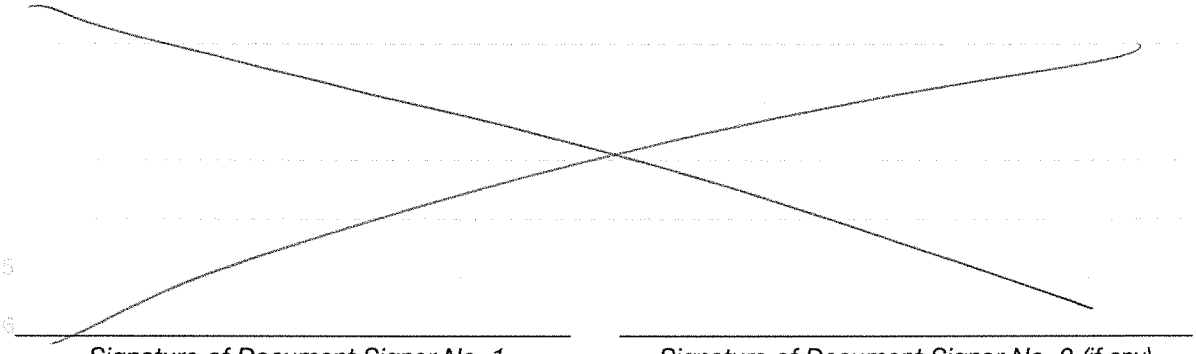
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)



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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

YARIN DAVID-CHAI
Commission # 2081632
Notary Public - California
Los Angeles County
My Comm. Expires Sep 14, 2018

Subscribed and sworn to (or affirmed) before me on this 18th day of March, 2016,
Date *Month* *Year*
by
(1) Andrew Frank
(and (2)),
Name(s) of Signer(s)

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

Signature
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Application / Petition Form Document Date:

Number of Pages: 1 Signer(s) Other Than Named Above:

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VAR-63974

PRJ-63952
03/24/16



Vicinity Map SCALE: N.T.S.



Location Map SCALE: N.T.S.



Typical Vinyl Perimeter Fencing



Typical Bicyle Rack



Typical Parking Spaces

SITE INFORMATION

3900 MELODY LANE
LAS VEGAS, NV 89108

APN: 139-19-802-005
ZONING: R-3

SITE AREA (ESTIMATE, TO BE VERIFIED):
0.72 NET ACRES
0.87 GROSS ACRES

UNITS

EXISTING:	9	1 BEDROOM
PROPOSED:	9	1 BEDROOM
	18	TOTAL UNITS

DENSITY:
ALLOWED: 50 UNITS/ACRE
PROPOSED: 21 UNITS/ACRE

PARKING REQUIRED:

18 * 1.25	=	23 SPACES
18 / 6	=	3 SPACES
		26 TOTAL SPACES

PARKING PROVIDED: 26 SPACES
HC PARKING
REQUIRED: 2 SPACES
PROVIDED: 2 SPACES

SETBACKS:	REQUIRED	PROVIDED
FRONT	20'	20'
SIDE	5'	5'
REAR	20'	20'

HEIGHT:
ALLOWED: 2 STORIES OR 35'
PROPOSED: 2 STORIES - 32'

UNIT MIX:

UNIT TYPE	NUM. OF UNIT	AREA
UNIT 'A' EXISTING 1BDRM	5	510 S.F
UNIT 'B' EXISTING W/ ADDITION	4	708 S.F
UNIT 'C' NEW 1 BDRM	5	640 S.F
UNIT 'D' NEW 1 BDRM W/DEN	4	856 S.F

F.A.R = 9562/31,363=0.3

BUILDING SQUARE FOOTAGE:

EXISTING 1 STORY APT.	= 2,650 S.F.
EXISTING 1 STORY APT. WITH ADDITION	= 2,850 S.F.
NEW 2 STORY APT.	= 8,124 S.F

NORTH
Scale: 1 : 20
0 20 40

Conceptual Site Plans : Sheet Title
15-197 : Project Number
4-22-16 : Date

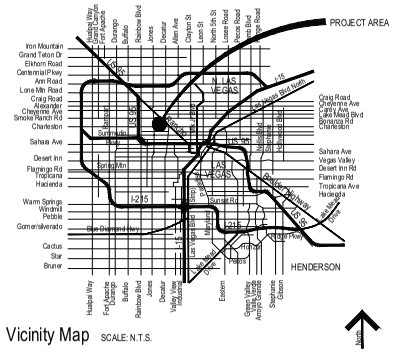
Willow and Melody Apartment Homes

LAS VEGAS, NV

PRJ-63952
04/25/16

MOSER architecture studio

VAR-63974 and SDR-63975 - REVISED



Vicinity Map SCALE: N.T.S.



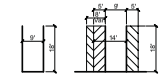
Location Map SCALE: N.T.S.



Typical Vinyl Perimeter Fencing



Typical Bicyle Rack



Typical Parking Spaces

SITE PLAN
SCALE: 1:20

SITE INFORMATION

3900 MELODY LANE
LAS VEGAS, NV 89108

APN: 139-19-802-005
ZONING: R-3

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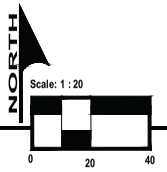

Conceptual Site Plans : Sheet Title
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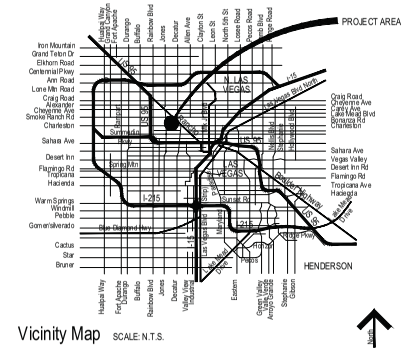
PRJ-63952
04/25/16

MOSER architecture studio

Willow and Melody Apartment Homes

LAS VEGAS, NV

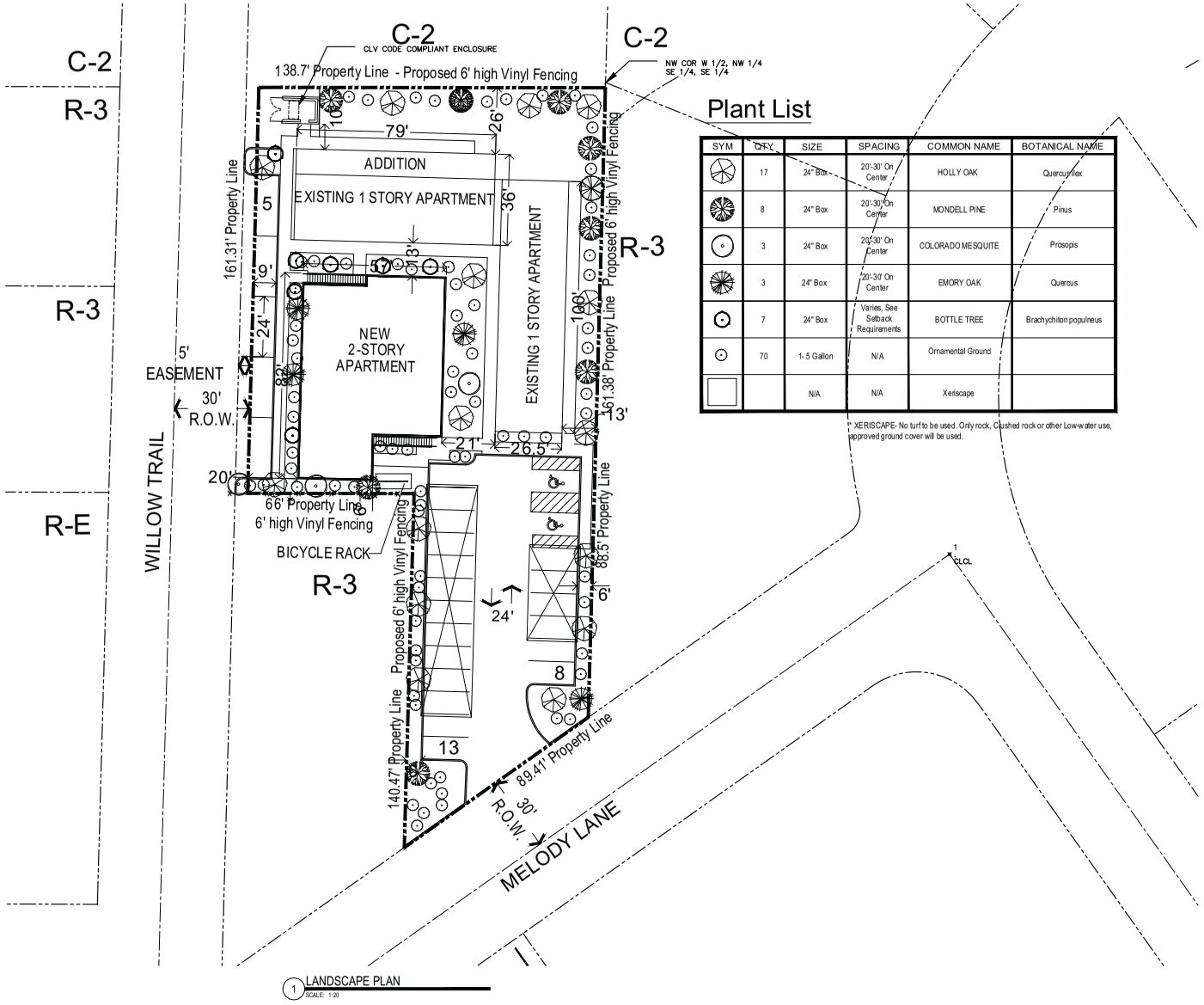
VAR-63974 and SDR-63975 - REVISED



Vicinity Map SCALE: N.T.S.



Location Map SCALE: N.T.S.



Plant List

SYM	QTY	SIZE	SPACING	COMMON NAME	BOTANICAL NAME
	17	24" Box	20'-30' On Center	HOLLY OAK	Quercus ilex
	8	24" Box	20'-30' On Center	MONDELL PINE	Pinus
	3	24" Box	20'-30' On Center	COLORADO MESQUITE	Prosopis
	3	24" Box	20'-30' On Center	EMORY OAK	Quercus
	7	24" Box	Varies, See Setback Requirements	BOTTLE TREE	Brachychiton populneus
	70	1- 5 Gallon	N/A	Ornamental Ground	
		N/A	N/A	Xeriscape	

* XERISCAPE- No turf to be used. Only rock, Crushed rock or other Low-water use, approved ground cover will be used.

NORTH
Scale: 1 : 20
0 20 40

Conceptual landscape Plan : Sheet Title
15-197 : Project Number
4-22-16 : Date

PRJ-63952
04/25/16

MOSER architecture studio

Willow and Melody Apartment Homes

LAS VEGAS, NV

VAR-63974 and SDR-63975 - REVISED



Conceptual Elevations : Sheet Title
15-197 : Project Number
3-18-16 : Date

Willow and Melody Apartment Homes

LAS VEGAS, NV

Scale: 1 : 20

0 20 40

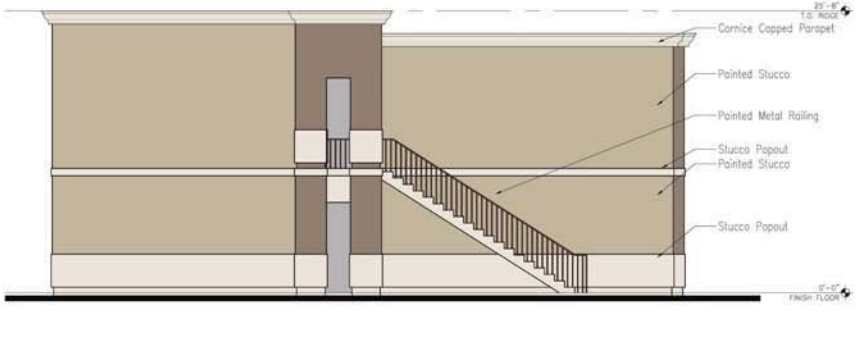
PRJ-63952
03/24/16

MOSER architecture studio

VAR-63974 and SDR-63975



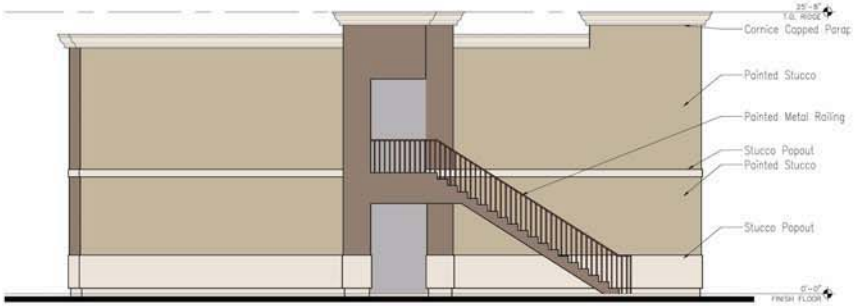
3 WEST ELEVATION
SCALE: 3/16" = 1'-0"



1 NORTH ELEVATION
SCALE: 3/16" = 1'-0"



4 EAST ELEVATION
SCALE: 3/16" = 1'-0"



2 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

Conceptual Elevations : Sheet Title
15-197 : Project Number
3-18-16 : Date

Willow and Melody Apartment Homes

LAS VEGAS, NV

Scale: 1 : 20

0 20 40

PRJ-63952
03/24/16

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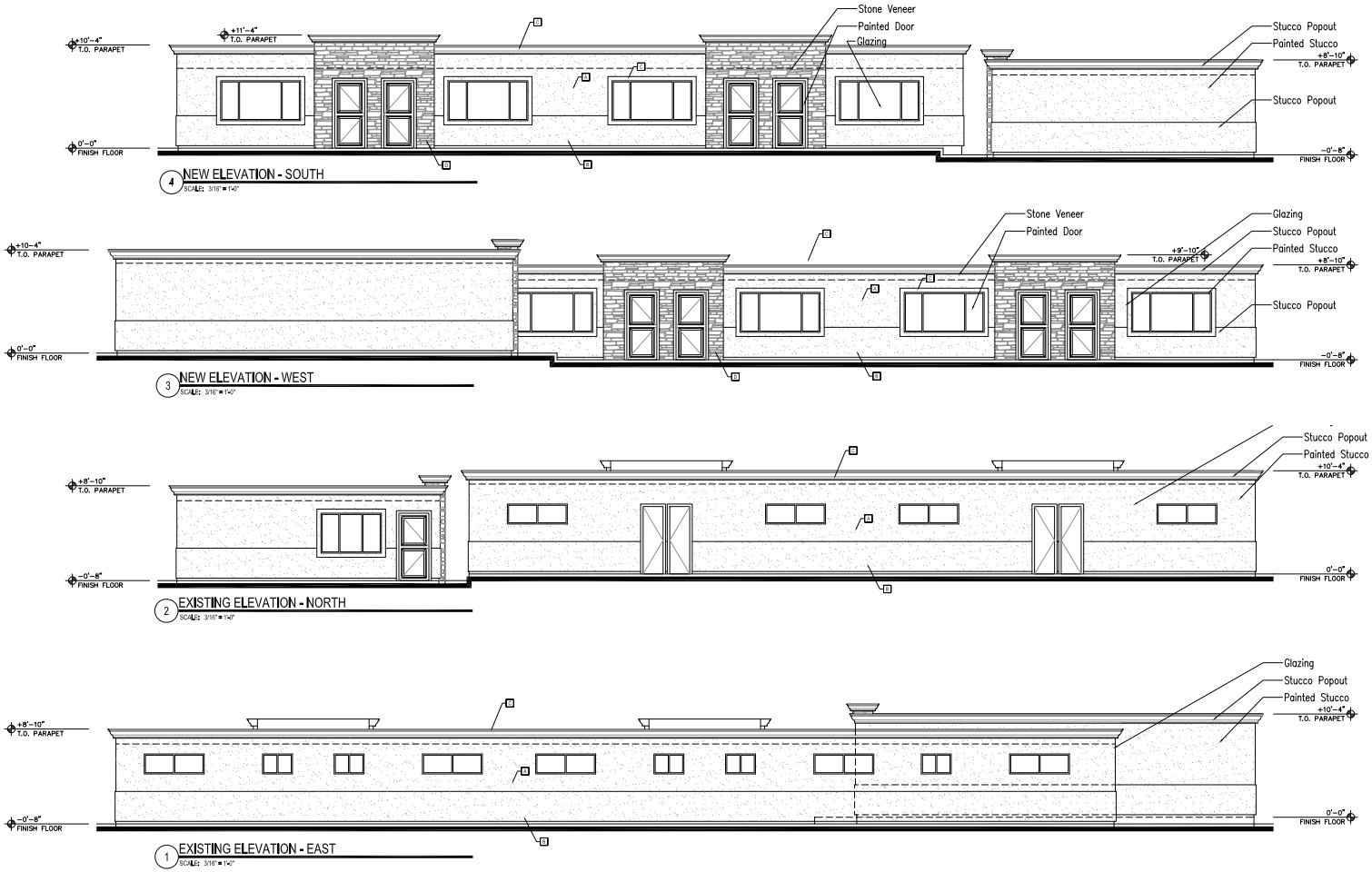
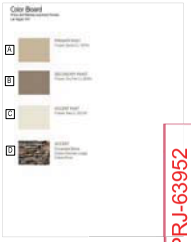
VAR-63974 and SDR-63975





PRJ-63952
03/24/16

Willow and Melody Apartment Homes

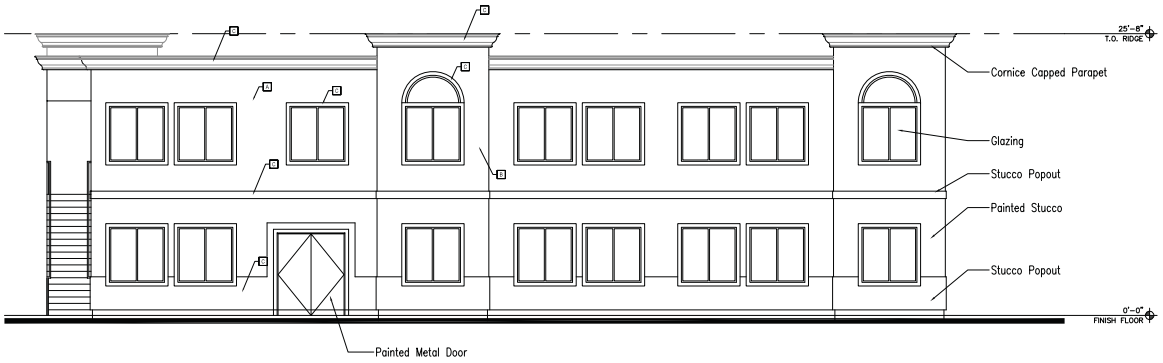
LAS VEGAS, NV

NORTH
Scale: N/A
0 20 40

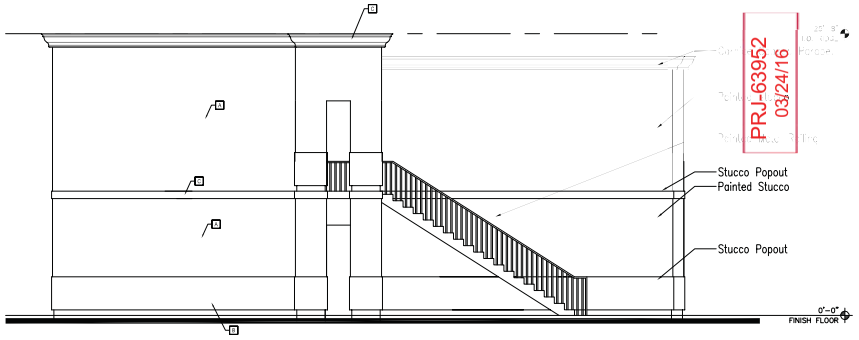
MOSER architecture studio

Conceptual Elevations : Sheet Title
15-197 : Project Number
3-18-16 : Date

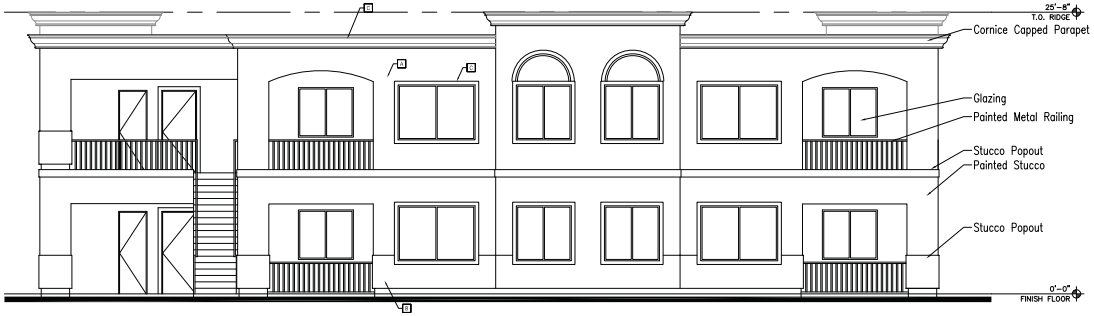
VAR-63974 and SDR-63975



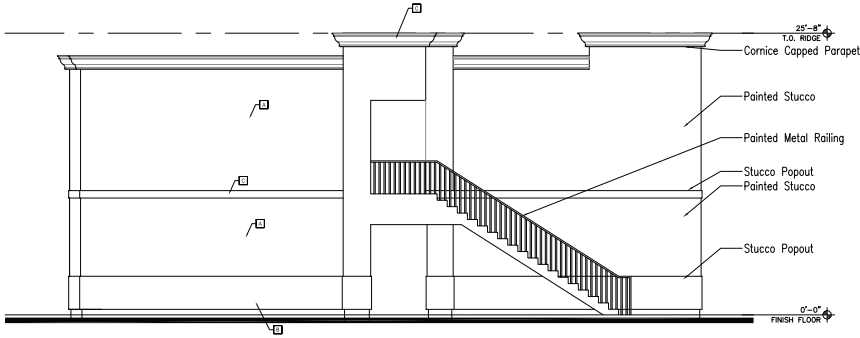
3 WEST ELEVATION
SCALE: 3/16" = 1'-0"



1 NORTH ELEVATION
SCALE: 3/16" = 1'-0"



4 EAST ELEVATION
SCALE: 3/16" = 1'-0"



2 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"



NORTH
Scale: N/A
0 20 40

Conceptual Elevations : Sheet Title
15-197 : Project Number
3-18-16 : Date

Willow and Melody Apartment Homes

LAS VEGAS, NV

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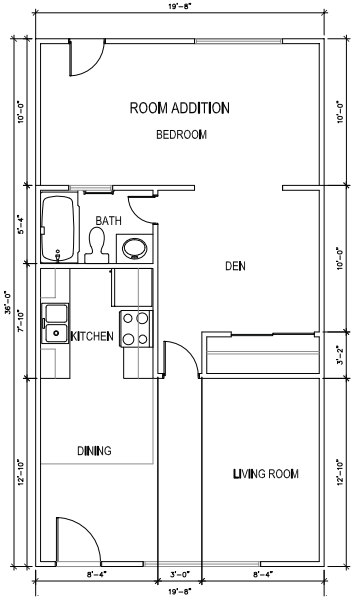
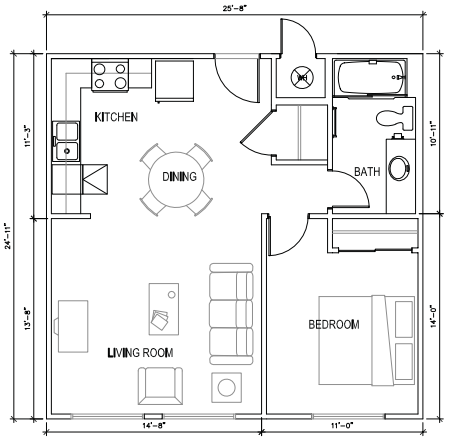
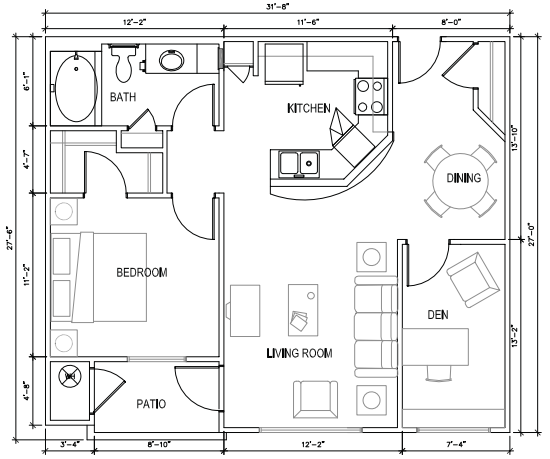
VAR-63974 and SDR-63975



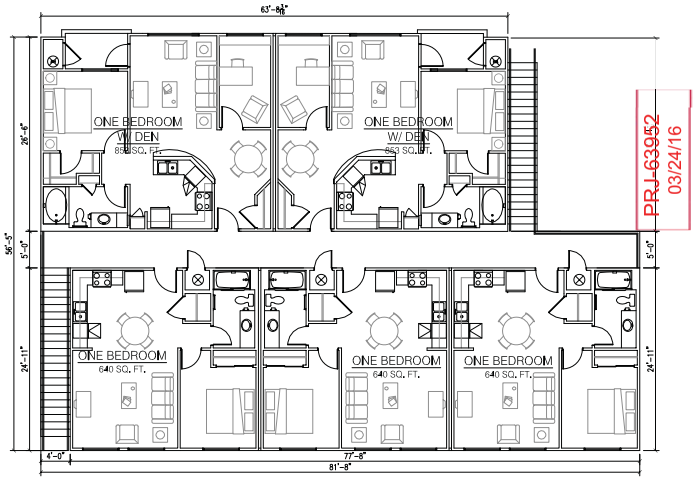
5 TYPICAL ONE BEDROOM IN EXISTING BUILDING - 510 SF
SCALE: 1/4" = 1'-0"



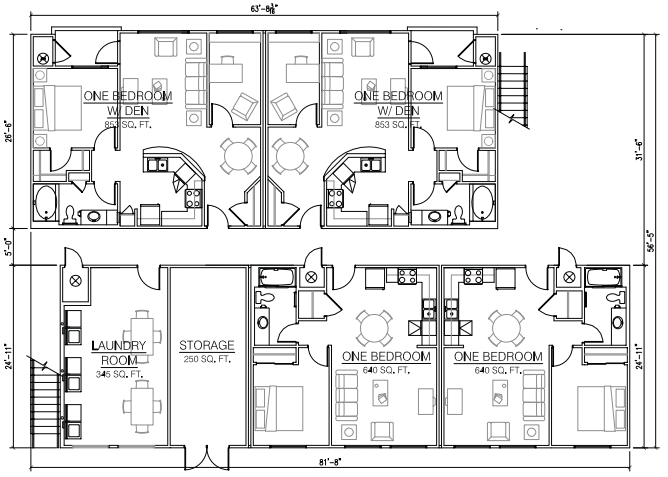
3 ONE BEDROOM - 640 SF
SCALE: 1/4" = 1'-0"



4 ONE BEDROOM WITH DEN - 856 SF
SCALE: 1/4" = 1'-0"



1 SECOND FLOOR UNITS
SCALE: 1/8" = 1'-0"



2 FIRST FLOOR
SCALE: 1/8" = 1'-0"

PRJ-63952
03/24/16

NORTH
Scale: N/A
0 20 40

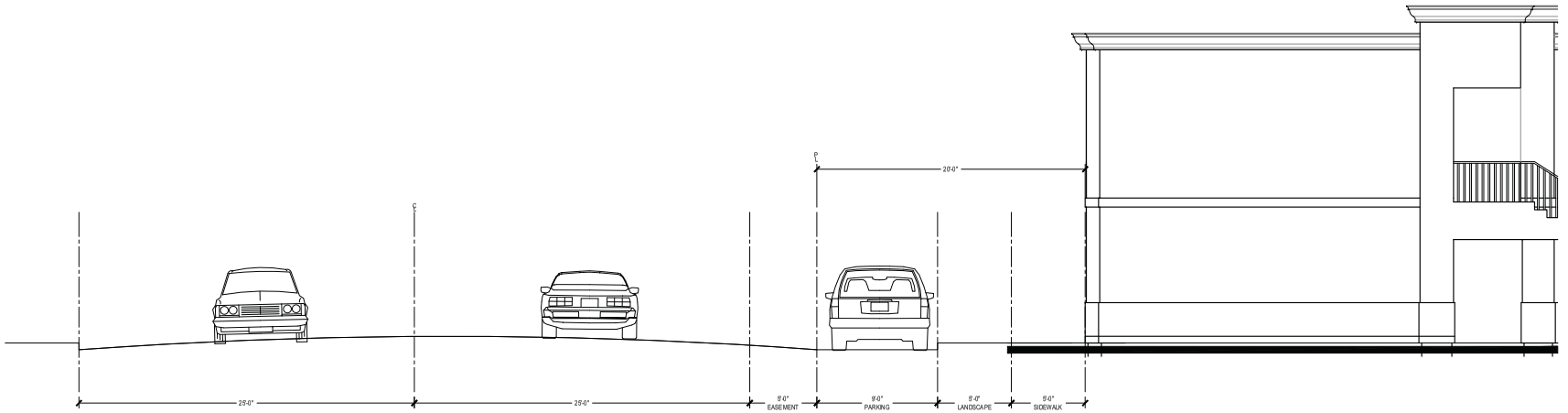
Conceptual Building Plan : Sheet Title
15-197 : Project Number
3-18-16 : Date

Willow and Melody Apartment Homes

LAS VEGAS, NV

MOSER architecture studio

VAR-63974 and SDR-63975



1 SECTION
SCALE: 1/4"=1'-0"

Willow and Melody Apartment Homes

LAS VEGAS, NV

NORTH

Scale:

0

R.O.W. SECTION : Sheet Title
15-197 : Project Number
4-22-16 : Date

PRJ-63952
04/25/16

MOSER architecture studio

VAR-63974 and SDR-63975 - REVISED



VAR-63974 [PRJ-63952] - VARIANCE RELATED TO SDR-63975 - APPLICANT/OWNER: ANDREW FRANK, ET AL
3900 MELODY LANE

03/31/16



VAR-63974 [PRJ-63952] - VARIANCE RELATED TO SDR-63975 - APPLICANT/OWNER: ANDREW FRANK, ET AL
3900 MELODY LANE

03/31/16



VAR-63974 [PRJ-63952] - VARIANCE RELATED TO SDR-63975 - APPLICANT/OWNER: ANDREW FRANK, ET AL
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03/31/16



VAR-63974 [PRJ-63952] - VARIANCE RELATED TO SDR-63975 - APPLICANT/OWNER: ANDREW FRANK, ET AL
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03/31/16



VAR-63974 [PRJ-63952] - VARIANCE RELATED TO SDR-63975 - APPLICANT/OWNER: ANDREW FRANK, ET AL
3900 MELODY LANE

03/31/16

Jacqueline N. Walton, Esq.
Email: jwalton@rsnvlaw.com

8965 South Eastern Avenue, Suite 382
Las Vegas, Nevada 89123
Phone: (702) 727-6258
Fax: (702) 446-6756

March 24, 2016

Via Online Submittal:
Tom Perrigo
Director
City of Las Vegas Department of Planning
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Justification Letter
Site Development Plan Review and Variance Application ("Application") for 3900 Melody Lane, Las Vegas, NV 89108, APN 139-19-802-005 ("Property")

Dear Mr. Perrigo:

This office represents the applicant, Andrew Frank, Veronica Frank and Tiffany Frank (collectively, the "Applicant"), on the Application. The Applicant is proposing to remodel an existing one-story apartment building located on the northeastern portion of the Property and construct a new two-story apartment building where the parking lot currently exists ("Project"). The home that currently exists on the southern portion of the Property will be demolished to provide parking for the existing and new apartment buildings. Accordingly, the Applicant is requesting a site development review of the Project and a variance for the lack of off-site improvements along Melody Lane. The site development review includes requests for a waiver of perimeter landscape buffer standards and a deviation from complete street standards.

The Property is planned Medium (up to 25 du/acre) in the City's General Plan and zoned Medium Density Residential (R-3). The Property is a total of 0.72 acres, which permits eighteen (18) units on the Property. There are nine (9) apartments in the existing one-story apartment building and nine (9) apartments proposed in the new two-story building for a total of eighteen

PRJ-63952
03/24/16

VAR-63974 and SDR-63975

(18) units on the Property. Accordingly, the Project meets the density code requirements.

The property to the north is planned General Commercial in the City's General Plan and zoned General Commercial (C-2). The properties to the east, southwest and west (across Willow Trail) are planned General Commercial in the City's General Plan and zoned R-3. Accordingly, the Project is compatible with adjacent development.

The remodel of the existing one-story apartment building will complement the proposed two-story apartment building. Stacked stone will be added to the facades of the one-story building and the doors and the trim will be changed to match the proposed two-story building and update the look of the one-story building. The new two-story apartment building is proposed at a maximum of 32 feet where 35 feet is permitted. The materials for the building are stucco with metal accents. A flat roof is proposed to be consistent with the flat roof of the one-story building.

The Project provides a 20 foot front setback, a 5 foot side setback and a 20 foot rear setback. The provided setbacks comply with the setback requirements of the Las Vegas Unified Development Code ("Code"). The proposed landscaping meets the current Code requirements, which will serve to further beautify the neighborhood. The site plan for the Project shows a total of twenty-six (26) parking spaces where twenty-six (26) are required.

The requested waiver of perimeter landscape buffer standards is for the western portion of the Property, along Willow Trail. Specifically, a 10' landscaping buffer is required along a right-of-way where 0' is provided. The waiver will allow parking and a sidewalk to be provided adjacent to Willow Trail, with a reduced landscape buffer between the sidewalk and the proposed new building.

The requested variance for the lack of off-site improvements and deviation from complete street standards is for the southern portion of the Property, along Melody Lane. Currently, there are no off-site improvements along that particular portion of Melody Lane. Accordingly, the variance and deviation should be granted. Public Works has indicated support of the requested deviation.

The Property was previously approved for the Project in 2009 by the City of Las Vegas City Council (SDR-34463) ("Prior Approval"). However, the Applicant did not commence the Project due to market conditions and, accordingly, the Prior Approval has expired. Thus, the Applicant is seeking re-approval of the Project.

PRJ-63952
03/24/16

VAR-63974 and SDR-63975

Further, below is a summary of the Project's sustainability:

Sustainability	***Yes***	***No***
Will the Project participate in the City of Las Vegas Green Building Program?		X
Will the Project be constructed to LEED or other equivalent standards?		X
Will the Project utilize alternative energy sources or water saving measures? • *The Project will have xeriscape landscaping (see the Landscape Plan).*	X	
Is there connectivity to adjacent parcels?		X
Will the Project qualify as a walkable community?		X
Is the Project using means of sustainable construction? • *Approximately 14 of the 25 parking spaces will be covered.* • *The Project will use light color palates.*	X	
Will the Project meet the intent of the Urban Forestry Initiative?		X
Will the Project provide any bicycle parking? • *Please see the Site Plan.*	X	
Will the Project provide any electric vehicle recharging stations?		X

The Applicant respectfully requests your consideration and approval of the Application. Please do not hesitate to contact me at (702) 727-6258 or via email at jwalton@rsnvlaw.com if you have any questions regarding this matter.

Very Truly Yours,

REISMAN·SOROKAC

Jacqueline N Walton, Esq.

VAR-63974 and SDR-63975

PRJ-63952
03/24/16

EASTLAND HEIGHTS WATER ASSOCIATION
1937 Catalpa Trail
Las Vegas, NV 89108

RECEIVED
MAY 2 2016
City of Las Vegas
Dept. of Planning

City of Las Vegas Planning Dept.
333 North Rancho Drive
3rd Floor – Suite 300
Las Vegas, NV 89106

April 27, 2016

Re: VAR-63974, SDR-63975

TO WHOM IT MAY CONCERN:

If this project moves forward, Eastland Heights Water Association will not supply water to any portion of the existing or future planned units. Disconnection from our system will be necessary, and connection to another water provider at the owner's expense will be required.

Please note the following policies in place regarding multi-family, business, and use status changes of properties:

Excerpt from Articles of Incorporation of Eastland Heights Water Association:

XI. Eastland Heights Water Association shall not annex any additional areas for service. Water service shall be limited to those properties of record as of April 12, 1984.

At the annual meeting held on February 23, 2006, the following motion was passed:

> Effective March 1, 2006, water service to lots from Eastland Heights wells will only be provided for residential/domestic use. New business use will be strictly prohibited.

At meetings of the Board of Directors of Eastland Heights Water Association, the interpretation and intention of these motions has been further clarified, due to restrictions on our water usage imposed by the state.

Eastland Heights Water Association will not provide water to any new properties/units after April 12, 1984 nor to any property whose use status changes after March 1, 2006. This includes the conversion of any single-family residence to a multi-unit or group-use home of any kind.

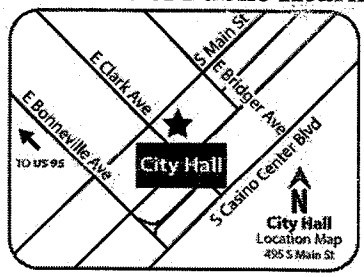
Patricia Oldenburg
President, Board of Directors

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

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-63974 & SDR-63975 [PRJ-63952]
Planning Commission Meeting of 5/10/2016

RECEIVED
MAY 12 2016
City of Las Vegas
Dept. of Planning

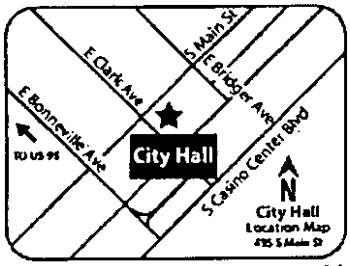
Case: VAR-63974

13919811019
MORGAN DONALD
3987 MELODY LN
LAS VEGAS NV 89108-1968

53 BRDCNP1 89108

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-63974 & SDR-63975 [PRJ-63952]
Planning Commission Meeting of 5/10/2016

RECEIVED
MAY 3 2016
City of Las Vegas
Dept. of Planning

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Permit No. 1630

4-29-16.
Please keep the 10 ft perimeter & also the 15 ft perimeter on this property line. Also having an additional 9 units in this area will cause a lot of congestion with too much traffic, noise & people.
Sincerely
The Canale

Case: VAR-63974
13919703028
CANAL BENIAMINO & J 2002 REV TR
CANAL BENIAMINO & JANICE CO-TRS
1812 CYPRESS TRL
LAS VEGAS NV 89108-1906

48-49P

53 BRDCNP1 89108

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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Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



There are zoning laws for a reason. Keep them and quit breaking them -- otherwise the neighborhood turns into a zoo!!

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. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-63974 & SDR-63975 [PRJ-63952]

Planning Commission Meeting of 5/10/2016

Case: VAR-63974
13919702001
GUBLER JERALD ROYCE & KAREN S
1834 SYCAMORE TRL
LAS VEGAS NV 89108-1924

53 BRDCNP1 89108

Submitted after final agenda

Date 5/10/2016 Item 48-49P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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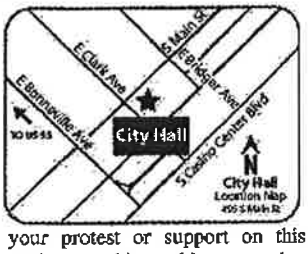
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-63974 & SDR-63975 [PRJ-63952]
Planning Commission Meeting of 5/10/2016

RECEIVED
MAY 9 2016
City of Las Vegas
Dept. of Planning

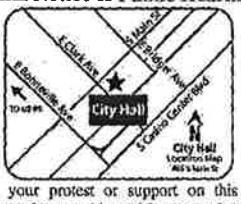
Case: VAR-63974
13919811023
EASTLAND HEIGHTS WATER ASSOC
P O BOX 270549
LAS VEGAS NV 89127-4549

43 BRDGNF1 89127

48-49P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-63974 & SDR-63975 [PRJ-63952]
Planning Commission Meeting of 5/10/2016

43 BRDGNF1 89127



RECEIVED

MAY 9 2016

City of Las Vegas
Dept. of Planning

Case: VAR-63974
13819611023
EASTLAND HEIGHTS WATER ASSOC
P O BOX 270549
LAS VEGAS NV 89127-4549

48-49P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT
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U.S. Postage
PAID
Las Vegas, NV
Permit No. 1830

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. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-63974 & SDR-63975 [PRJ-63952]
Planning Commission Meeting of 5/10/2016

RECEIVED
MAY 9 2016
City of Las Vegas
Dept. of Planning

Case: VAR-63974
13919812043
ARROYO MICHAEL P & LAURA M
3879 MOUNTAIN TRL
LAS VEGAS NV 89108-1914

Submitted after final agenda
Date 5/9/2016 Item 48-49A

City of Las Vegas Agenda Item No.: **96.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-63975 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-63974 - PUBLIC HEARING - APPLICANT/OWNER: ANDREW FRANK, ET AL - For possible action on a request for a Site Development Plan Review FOR A PROPOSED NINE-UNIT ADDITION AND OTHER SITE IMPROVEMENTS TO AN EXISTING NINE-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT AND WAIVERS TO ALLOW A ZERO-FOOT WIDE PERIMETER LANDSCAPE BUFFER ALONG A PORTION OF THE NORTH PROPERTY LINE WHERE SIX FEET IS REQUIRED AND ALONG THE WEST PROPERTY LINE WHERE 15 FEET IS REQUIRED on 0.72 acres at 3900 Melody Lane (APN 139-19-802-005), R-3 (Medium Density Residential) Zone, Ward 5 (Barlow) [PRJ-63952]. The Planning Commission (4-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (4-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-63975 APN: 139-19-802-005

Name of Property Owner: Andrew Frank, Tiffany Frank and Veronica Frank

Name of Applicant: Andrew Frank, Tiffany Frank and Veronica Frank

Name of Representative: Jacqueline N. Walton, Esq.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Andrew Frank

Subscribed and sworn before me

This _____day of _____, 20_____

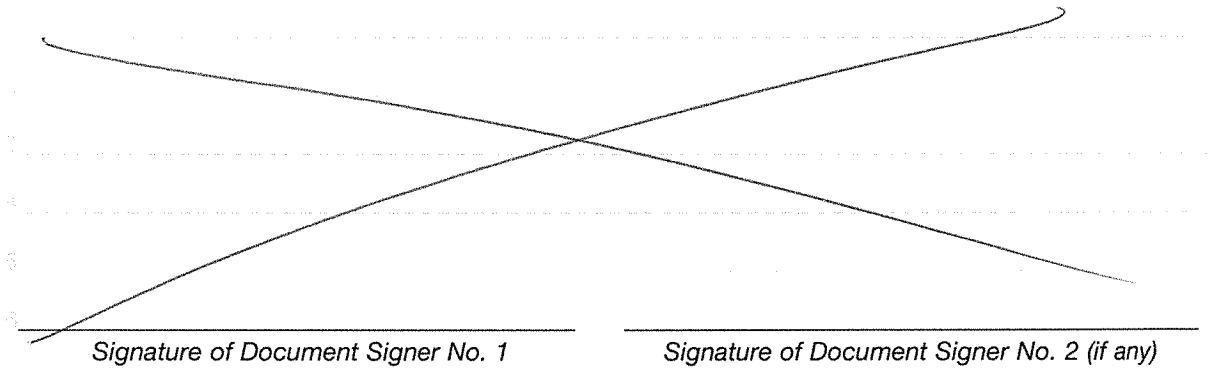
Please see attached

Notary Public in and for said County and State

PRJ-63952
03/24/16

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

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



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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

YARIN DAVID-CHAI
Commission # 2081632
Notary Public - California
Los Angeles County
My Comm. Expires Sep 14, 2018

Subscribed and sworn to (or affirmed) before me on this 18th day of March, 2016,
Date *Month* *Year*
by
(1) Andrew Frank
(and (2) ~~~~),
Name(s) of Signer(s)

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

Signature ~~~~
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Statement of Financial Interest Document Date: ~~~~

Number of Pages: 1 Signer(s) Other Than Named Above: ~~~~

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PRJ-63952
03/24/16

SDR-63975

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Andrew Frank, Veronica Frank and Tiffany Frank

Project Address (Location) 3900 Melody Lane, Las Vegas, NV 89108

Project Name The Residences at Melody **Proposed Use** Apartments

Assessor's Parcel #(s) 139-19-802-005 **Ward #** 5

General Plan: existing M proposed M **Zoning:** existing R-3 proposed R-3

Commercial Square Footage Existing: 2,660 Proposed: 8,324 **Floor Area Ratio** 9562/31,363=0.3

Gross Acres 0.72 **Lots/Units** 1/18 **Density** 25/acre

Additional Information

PROPERTY OWNER Andrew Frank, et al. **Contact** Andrew Frank

Address P.O. Box 6312 **Phone:** **Fax:**

City Woodland Hills **State** CA **Zip** 91365

E-mail Address andrewfrank987@gmail.com

APPLICANT (same as Owner) **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

REPRESENTATIVE Reisman Sorokac **Contact** Jacqueline N. Walton, Esq.

Address 8965 S. Eastern Ave., Suite 382 **Phone:** 727-6258 **Fax:** 446-6756

City Las Vegas **State** NV **Zip** 89123

E-mail Address jwalton@rsnvlaw.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* 

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ANDREW FRANK

Subscribed and sworn before me

This _____ day of _____, 20 _____.

Please see attached

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case # SDR-63975
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-63952 08/24/18

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

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State of California
County of Los Angeles

YARIN DAVID-CHAI
Commission # 2081632
Notary Public - California
Los Angeles County
My Comm. Expires Sep 14, 2018

Subscribed and sworn to (or affirmed) before me on this 18th day of March, 2016,
Date *Month* *Year*
by
(1) Andrew Frank
(and (2)),
Name(s) of Signer(s)

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

Signature
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

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Description of Attached Document

Title or Type of Document: Application / Petition Form Document Date:

Number of Pages: 1 Signer(s) Other Than Named Above:

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SDR-63975

PRJ-63952
03/24/16

City of Las Vegas Agenda Item No.: **97.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

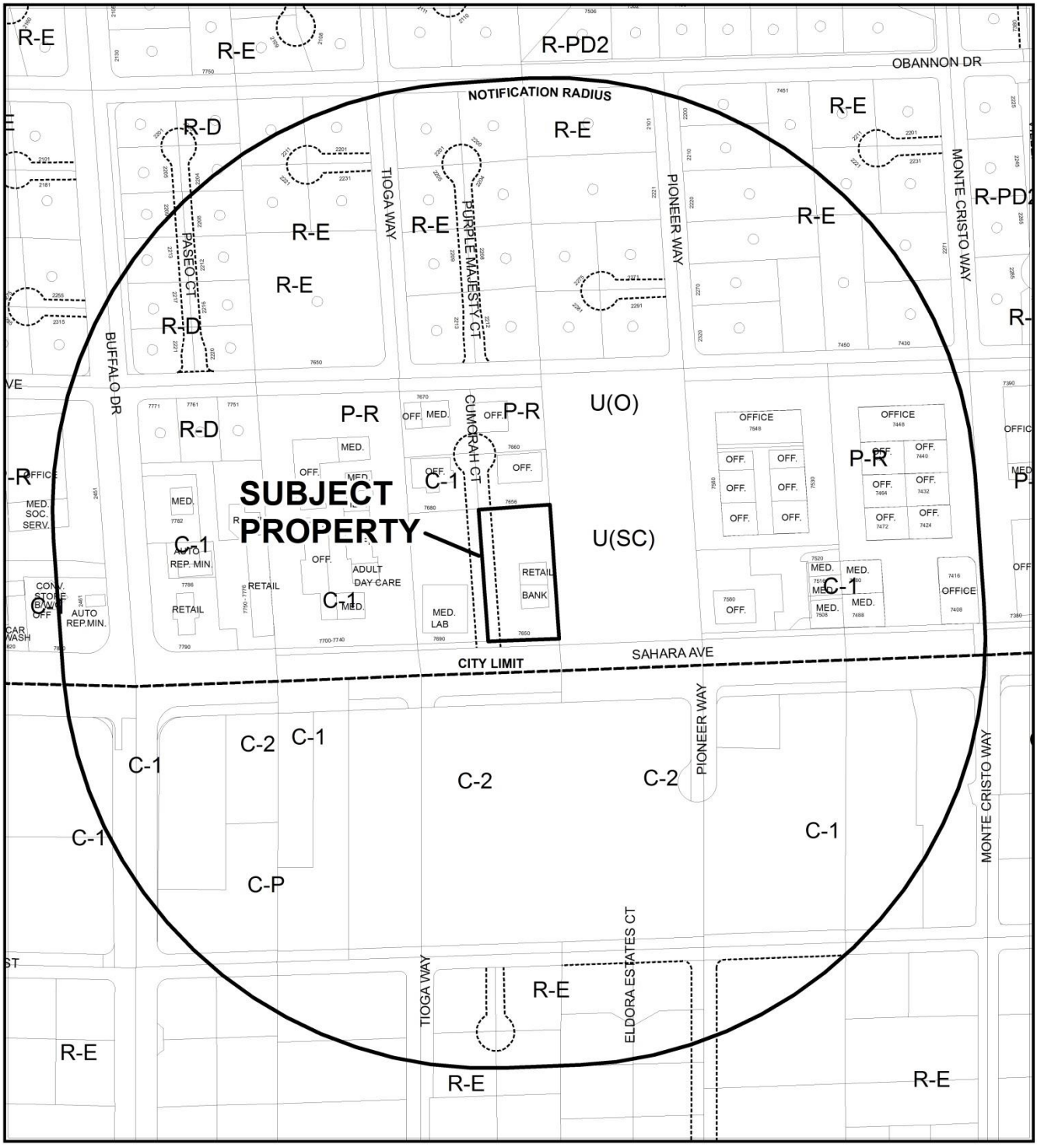
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-63984 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: SMITH PLASTIC SURGERY BUILDING, LLC - For possible action on a request for a Variance TO ALLOW 44 PARKING SPACES WHERE 104 PARKING SPACES ARE THE MINIMUM REQUIRED on 1.20 acres at 7650 West Sahara Avenue (APN 163-03-415-009), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-63926]. Staff recommends DENIAL. The Planning Commission (4-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**3**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (4-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - VAR-63984 and SDR-63985 [PRJ-63926]
2. Conditions and Staff Report - VAR-63984 and SDR-63985 [PRJ-63926]
3. Supporting Documentation - VAR-63984 and SDR-63985 [PRJ-63926]
4. Photo(s) - VAR-63984 and SDR-63985 [PRJ-63926]
5. Justification Letter - VAR-63984 and SDR-63985 [PRJ-63926]
6. Protest/Support Postcards - VAR-63984 and SDR-63985
7. Back up Submitted at the May 10, 2016 Planning Commission Meeting



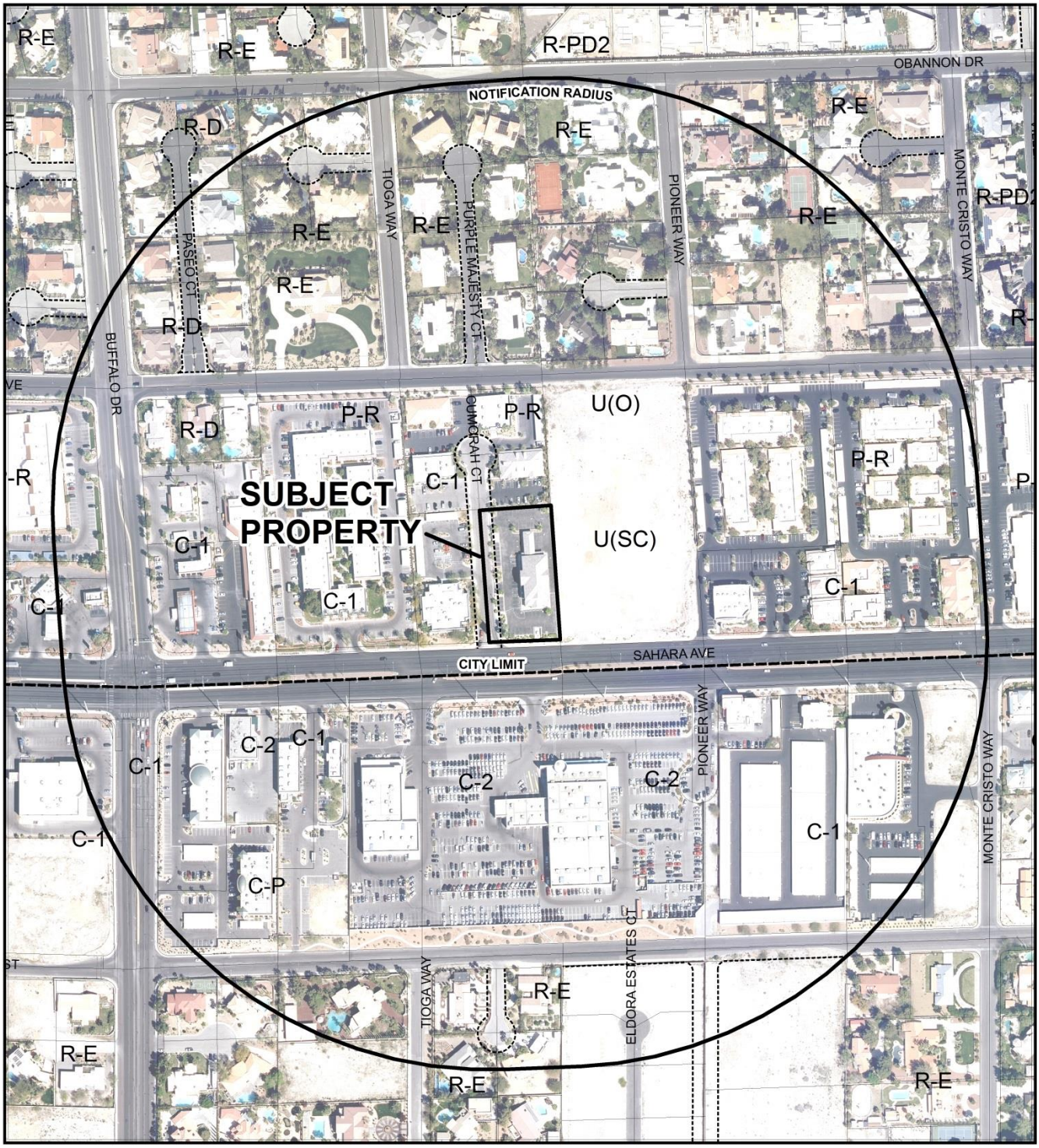
0 200 400 Feet

CASE: **VAR-63984 AND SDR-63985 (PRJ-63926)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 200 400 Feet

CASE: **VAR-63984 AND SDR-63985 (PRJ-63926)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: SMITH PLASTIC SURGERY BUILDING, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-63984	Staff recommends DENIAL, if approved subject to conditions:	
SDR-63985	Staff recommends DENIAL, if approved subject to conditions:	VAR-63984

** CONDITIONS **

VAR-63984 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-63985).

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein

SDR-63985 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-63984) shall be required.

2. Conformance to the Conditions of Approval for approved Plot Plan Review (Z-0102-96) 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 04/07/16 and building elevations and floor plans date stamped 03/29/16, except as amended by conditions herein.

5. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

8. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

9. Correct all American's with Disabilities Act (ADA) deficiencies on the sidewalks and sidewalk ramps adjacent to this site, if any, in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site.

10. An update to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any grading or building permits, submittal of construction drawings or the submittal of a Final Map for this site, whichever may occur first. Provide and improve all drainageways as recommended in the approved drainage plan study.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow 44 parking spaces where 104 parking spaces are required for an existing office building at 7650 West Sahara Avenue. In addition, the applicant has proposed a Major Amendment to an approved Plot Plan Review (Z-0102-96) for a proposed 4,800 square-foot building addition and parking lot reconfiguration of the subject site for a proposed Medical Office and Clinic use. The subject site was previously utilized as a General Office and Financial Institution use; the proposed building additions and conversion to the medical office and clinic use intensifies the required parking on-site. The proposed Variance is self-imposed as the proposed development is too intense for the site to accommodate; therefore, staff recommends denial of the requested applications.

ISSUES

- A Variance is required to allow 44 parking spaces where 104 parking spaces are required.
- The proposed 4,800 square-foot building additions and conversion to the medical office and clinic use intensifies the required parking on-site, triggering the need for a Variance. Since a Variance application is associated with the applicants request a Major Amendment to the previously approved Plot Plan (Z-0102-96) is required per Title 19.16.100.
- There are no proposed alterations to the existing perimeter landscaping; this proposal is limited to the proposed 4,800 square-foot building addition and parking lot reconfiguration to the subject site for a proposed Medical Office and Clinic use.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/06/96	The City Council approved a request for a Rezoning and Plot Plan Review (Z-0102-96) from N-U (Non-Urban) to C-1 (Limited Commercial) and P-R (Professional Offices and Parking) for a proposed Credit Union and Offices located on the north side of Sahara Avenue, approximately 660 feet east of Buffalo Drive.
	The City Council approved a request for a General Plan Amendment (GPA-0046-96) from R (Rural Density Residential) to O (Office) on property located on the south side of Via Olivero Avenue, approximately 660 feet east of Buffalo Drive.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/10/16	The Planning Commission unanimously voted to recommend APPROVAL of a Variance (VAR-63984) TO ALLOW 44 PARKING SPACES WHERE 104 PARKING SPACES ARE THE MINIMUM REQUIRED on 1.20 acres at 7650 West Sahara Avenue (APN 163-03-415-009), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-63926].
05/10/16	The Planning Commission unanimously voted to recommend APPROVAL of a Site Development Plan Review (SDR-63985) Major Amendment to a previously approved Plot Plan Review (Z-0102-96) FOR A PROPOSED 4,800 SQUARE-FOOT BUILDING ADDITION AND PARKING LOT RECONFIGURATION FOR A PROPOSED MEDICAL OFFICE AND CLINIC on 1.20 acres at 7650 West Sahara Avenue (APN 163-03-415-009), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-63926].

Most Recent Change of Ownership	
11/16/15	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/13/98	A building permit (#98003235) was issued for on-site improvements located at 7650 West Sahara Avenue. The permit was finalized on 05/11/99.
	A building permit (#98003236) was issued for a shell building located at 7650 West Sahara Avenue. The permit was finalized on 09/29/98.

Pre-Application Meeting	
03/22/16	A Pre-Application meeting was conducted with the applicant to go over the application materials and submittal requirements for a Site Development Plan Review and parking Variance for the proposed expansion of an existing commercial building for a proposed Medical Office and Clinic use.

Neighborhood Meeting
A neighborhood meeting is not required for this type of request, nor was one held.

Field Check	
03/31/16	Staff conducted a routine site visit and found that the subject site is a well maintained commercial development free from trash and debris.

Details of Application Request	
Site Area	
Net Acres	1.20

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	General Office Financial Institution, General	SC (Service Commercial)	C-1 (Limited Commercial)
North	General Office	SC (Service Commercial)	C-1 (Limited Commercial)
South	Motor Vehicle Sales	CG (Commercial General) – Clark County	C-2 (General Commercial) – Clark County
East	Undeveloped	SC (Service Commercial)	U (Undeveloped)
West	Medical Office	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Compliance*
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
No Applicable Special Purpose or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.070, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	166 Feet	Y or N
Min. Setbacks			
• Front	10 Feet	67 Feet	Y
• Side (East)	5 Feet	20 Feet	Y
• Side (West)	5 Feet	78 Feet	Y
• Rear	20 Feet	74 Feet	Y
Max. Lot Coverage	50 %	19 %	Y
Max. Building Height	N/A	42 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

Pursuant to approved Plot Plan Review (Z-0102-96), the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	N/A	2 Trees	2 Trees	Y
• South	N/A	3 Trees	3 Trees	Y
• East	1 Tree / 0 Linear Feet	0 Trees	0 Trees	Y
• West	N/A	7 Trees	7 Trees	Y
TOTAL PERIMETER TREES		**12 Trees**	**12 Trees**	**Y**

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	6 Trees	8 Trees	Y
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	3 Feet		3 Feet	Y
• South	15 Feet		15 Feet	Y
• East	0 Feet		0 Feet	Y
• West	5 Feet		5 Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential		Not Indicated	Not Indicated

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Sahara Avenue	Primary Arterial	Master Plan of Streets and Highways	150	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	
Office, Medical or Dental	18,430 SF	1:200 up to 2,000 SF, then 1:175 SF.	104				
TOTAL SPACES REQUIRED			104		44		N
Regular and Handicap Spaces Required			99	5	40	4	N
Percent Deviation			58%				

ANALYSIS

This is a request for a Major Amendment to an approved Plot Plan Review (Z-0102-96) building addition and parking lot reconfiguration of a proposed Medical Office and Clinic use, with a Variance to allow 44 parking spaces where 104 parking spaces are required on 1.20 acres at 7650 West Sahara Avenue. The subject site is located within the C-1 (Limited Commercial) zoning district. The subject site was previously utilized as an Office, other than listed and Financial Institution use land use.

The applicant has proposed a Major Amendment to an approved Plot Plan Review (Z-0102-96) for a proposed 4,800 square-foot building addition to an existing 13,630 square-foot commercial building. This increase in floor area represents a 35% increase in floor area from the previously approved Plot Plan Review (Z-0102-96). Per Title 19.16.100, a major amendment of the Plot Plan Review is required in conjunction with the Variance for parking.

The subject site remains in compliance with the perimeter landscaping plan from previously approved Plot Plan Review (Z-0102-96). However, the applicant has proposed to reconfigure the existing parking lot to a clockwise one-way circulation pattern around the existing building, which has resulted in 17 parking spaces being removed from the parking lot area.

The required parking for the Medical Office and Clinic use is 104 parking spaces after the proposed increase in floor area, however only 44 parking spaces are provided on the subject site, which is why a Variance for parking has been requested. The proposed Variance is self-imposed as the proposed floor area expansion is too intense for the site to accommodate; therefore, staff recommends denial of the project and all associated land use entitlements.

FINDINGS (VAR-63984)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing a 4,800 square-foot increase in floor area to an existing building for a proposed Medical Office and Clinic use which requires additional parking on the subject site. The proposed addition and change of use would create a site with insufficient parking and result in a 58% deviation from standard parking requirements. A less intense development proposal would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SDR-63985)

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 of the subject site with is not consistent with surrounding development in the area. The applicant proposed 4,800 square-foot building addition to an existing 13,630 square-foot commercial building for a proposed Medical Office and Clinic use. This increase in floor area represents a 35% increase in floor area from the previously approved Plot Plan Review (Z-0102-96). The proposed addition would create a site with insufficient parking and result in a 58% deviation from standard parking requirements.

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 of the subject site is consistent with the SC (Service Commercial) General Plan designation and the development standards outlined in Title 19. With the exception of the requested Variance to allow 44 parking spaces where 104 parking spaces are required.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Primary site access is from Sahara Avenue, a 150-foot Primary Arterial, which provides adequate capacity to serve the proposed use.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The subject site remains in compliance with the landscaping plan and building materials utilized from the previously approved Plot Plan Review (Z-0102-96).

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 design characteristics of the building elevations remain in conformance with the previously approved Plot Plan Review (Z-0102-96) and are not unsightly and are compatible with development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed building addition to the existing office building will be subject to inspections in order to protect the public health, safety and general welfare by City staff.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

NOTICES MAILED 101 (By City Clerk)

APPROVALS 3

PROTESTS 1

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

VAR-63984

Case Number: ZON-62700 APN: 163-03-415-009

Name of Property Owner: SMITH PLASTIC SURGERY BUILDING LLC

Name of Applicant: LANE SMITH

Name of Representative: BEN GIRARDIN

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: Lane Smith

Subscribed and sworn before me

This 24th day of March, 2016

ALISA J. STEINHAUER
Notary Public State of Nevada
No. 13-11996-1
My Appt. Exp. Aug. 8, 2017

_____
Notary Public in and for said County and State Clark County State of Nevada

PRJ-63926
03/24/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: LANE SMITH

Project Address (Location) 7650 WEST SAHARA AVE.

Project Name SMITH'S PLASTIC SURGERY **Proposed Use** _____

Assessor's Parcel #(s) 163-03-415-009 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage 18430 **Floor Area Ratio** _____

Gross Acres 1.02 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Smith Plastic Surgery Bldg LLC **Contact** Lane Smith

Address 8871 West Sahara **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89117

E-mail Address losmith@smithsurgery.com

APPLICANT 10 Nine Design Group **Contact** Ben Girardin

Address 801 Las Vegas Blvd So. #150 **Phone:** (702) 835-7000 **Fax:** (702) 835-7001

City Las Vegas **State** NV **Zip** 89101

E-mail Address permits@10nine.com

REPRESENTATIVE SAME AS ABOVE **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Lane Smith

Subscribed and sworn before me

This 24th day of March, 20 16.

Alisa Steinhauer

Notary Public in and for said County and State Clark County, Nevada

ALISA J. STEINHAUER
Notary Public State of Nevada
No. 13-11996-1
My Appt. Exp. Aug. 8, 2017

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	VAR-63984
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

PRJ-63926
03/24/16

*The application will not be deemed complete until the submitted material has been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

GENERAL DEMOLITION NOTES

1. THE INTENT OF THE DEMOLITION PLAN IS NOT TO SHOW EVERY ITEM, APPURTENANCES, SYSTEMS OR PIECES OF EQUIPMENT TO BE REMOVED. IT SHALL BE IMPLIED THAT DEMOLITION SHALL BE ALL INCLUSIVE WHERE INDICATED AND THAT ITEMS, APPURTENANCES, SYSTEMS SURFACES, OR PIECES OF EQUIPMENT TO REMAIN SHALL BE PREPARED AND MADE READY TO RECEIVE ALTERATIONS FOR CONNECTION WITH NEW EQUIPMENT AND NEW WORK AS REQUIRED.

2. CONTRACTOR SHALL VISIT THE SITE TO BETTER FAMILIARIZE HIMSELF WITH THE EXTENT AND NATURE OF WORK TO BE PERFORMED. ALL EXISTING CONDITIONS MAY NOT BE AS SHOWN. CONTRACTOR SHALL VERIFY SAME AND REPORT ANY DISCREPANCIES TO THE ARCHITECT.

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4. CONTRACTOR SHALL COMPLY WITH GOVERNING EPA NOTIFICATION REGULATIONS BEFORE STARTING DEMOLITION.

5. CONTRACTOR SHALL COMPLY WITH HAULING AND DISPOSAL REGULATIONS OF AUTHORITIES HAVING JURISDICTION.

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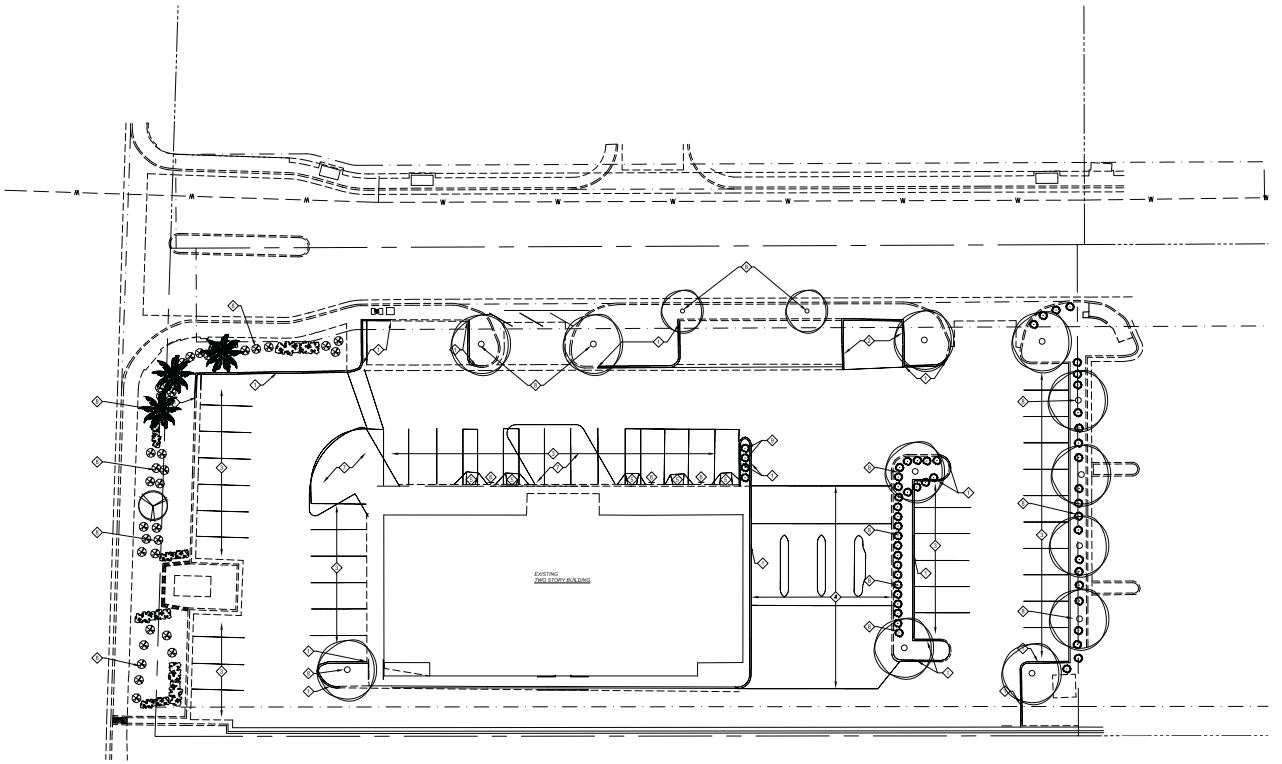
8. DEMOLITION OPERATIONS ARE TO PROCEED WITH NECESSARY PREPARATIONS AND PRECAUTIONS TAKEN TO PROTECT ALL EXISTING ITEMS AND FINISHES TO REMAIN. CONTRACTOR SHALL RETURN ADJACENT AREAS TO EXISTING CONDITIONS AFTER DEMOLITION.

9. CONTRACTOR TO PROMPTLY DISPOSE OF DEMOLISHED MATERIALS. DO NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON SITE.
   A. DO NOT BURN DEMOLISHED MATERIALS.
   B. TRANSPORT DEMOLISHED MATERIALS.
   C. PROPERTY AND LEGALLY DISPOSE.

10. CONTRACTOR SHALL COORDINATE ANY SHUTDOWN REQUIRED DURING DEMOLITION WITH OWNER.

DEMO KEY NOTES

1. REMOVE EXISTING CURB AS INDICATED
2. REMOVE EXISTING TRASH ENCLOSURE
3. ALL EXISTING STRIPPING TO BE REMOVED
4. REMOVE EXISTING ASPHALT AND CONCRETE PAVEMENT IN AREA OF NEW BUILDING ADDITION.
5. REMOVE ASPHALT RAMPS
6. REMOVE EXISTING SIGN AND SIGN POST
7. SAW CUT AND REMOVE ASPHALT IN AREA OF NEW PLANTER
8. EXISTING LANDSCAPE (TRESS, SHRUBS) TO REMAIN, TYP.
9. REMOVE EXISTING PLANTS



0' 5' 10' 20' 40' 60' 80'

SITE DEMO PLAN
SCALE: 1" = 20'-0"

PRJ-63926
03/24/16

Key Plan

BENJAMIN GIRARDIN
REGISTERED
No. 5878
ARCHITECT
STATE OF NEVADA

Issued For:	Date:
Preliminary	02.16.2016
Planning	03.24.2016

Drawn	BJG
Checked	BJG
Approved	BJG

DESIGN GROUP
801 Las Vegas Blvd., South #150
Las Vegas, Nevada 89101
P.(702) 835-7000
F.(702) 835-7001

Project Title

Smith Plastic Surgery Institute ASC and Clinic
7650 W. Sahara Ave.
Las Vegas, NV 89117

Sheet Title

Site Demo Plan
Landscape Plan

Project Number

215096

Sheet Number

DS1.0

VAR-63984 and SDR-63985

PLANTING LEGEND (PROPOSED):

SYMBOL	QTY	SIZE	BOTANICAL NAME	COMMON NAME	REMARKS
	1	24" BOX	ACACIA STENOPHYLLA	SHOESTRING ACACIA	STANDARD HIGH-BRANCHING
	17	5 GAL	DASYLIRION ARCOTRICHE	GREEN DESERT SPOON	

PLANTING LEGEND - TREES (EXISTING):

SYMBOL	QTY	SIZE	BOTANICAL NAME
	6	36" - 48"	PINUS ELDARICA
	3	48" BOX	WASHINGTONIA ROBUSTA
	11	36" BOX	FRAXINUS 'RIO GRANDE' FAN-TEXASH
	1	30" BOX	ARBUTUS UNEDO

PLANTING LEGEND - SHRUB/BUSH (EXISTING):

SYMBOL	QTY	SIZE	BOTANICAL NAME
	26		XYLOSMA COMPACTA
P	15	15 GAL	PYRACANTHA 'SANTA CRUZ'
	45	5 GAL	LANTANA SPP.
M	11	15 GAL	MYRTUS 'COMPACTA'
B	2	5 GAL	BACHARRIS SPP.
F	2	5 GAL	ROSMARINUS PROSTRATUS
L	4	15 GAL	LEUCOPHLLUM SPP.
R	23	15 GAL	RAPHIOLEPIS INDICA
Y	1	15 GAL	YUCCA RECURVIFOLIA

SITE INFORMATION:

JURISDICTION:	CITY OF LAS VEGAS
DISTRICT:	C-1 GENERALCOMMERCIAL
USE:	MEDICAL OFFICE / OFFICE
SITE SIZE:	1.02 ACRES (44,431 SF)

BUILDING AREA:

FIRST FLOOR (MEDICAL OFFICE)	9,980 S.F.
SECOND FLOOR AREA	8,450 S.F.
TOTAL FLOOR AREA	18,430 SF.
FLOOR AREA RATIO: 9,980 SF / 44,431 SF	22.5%

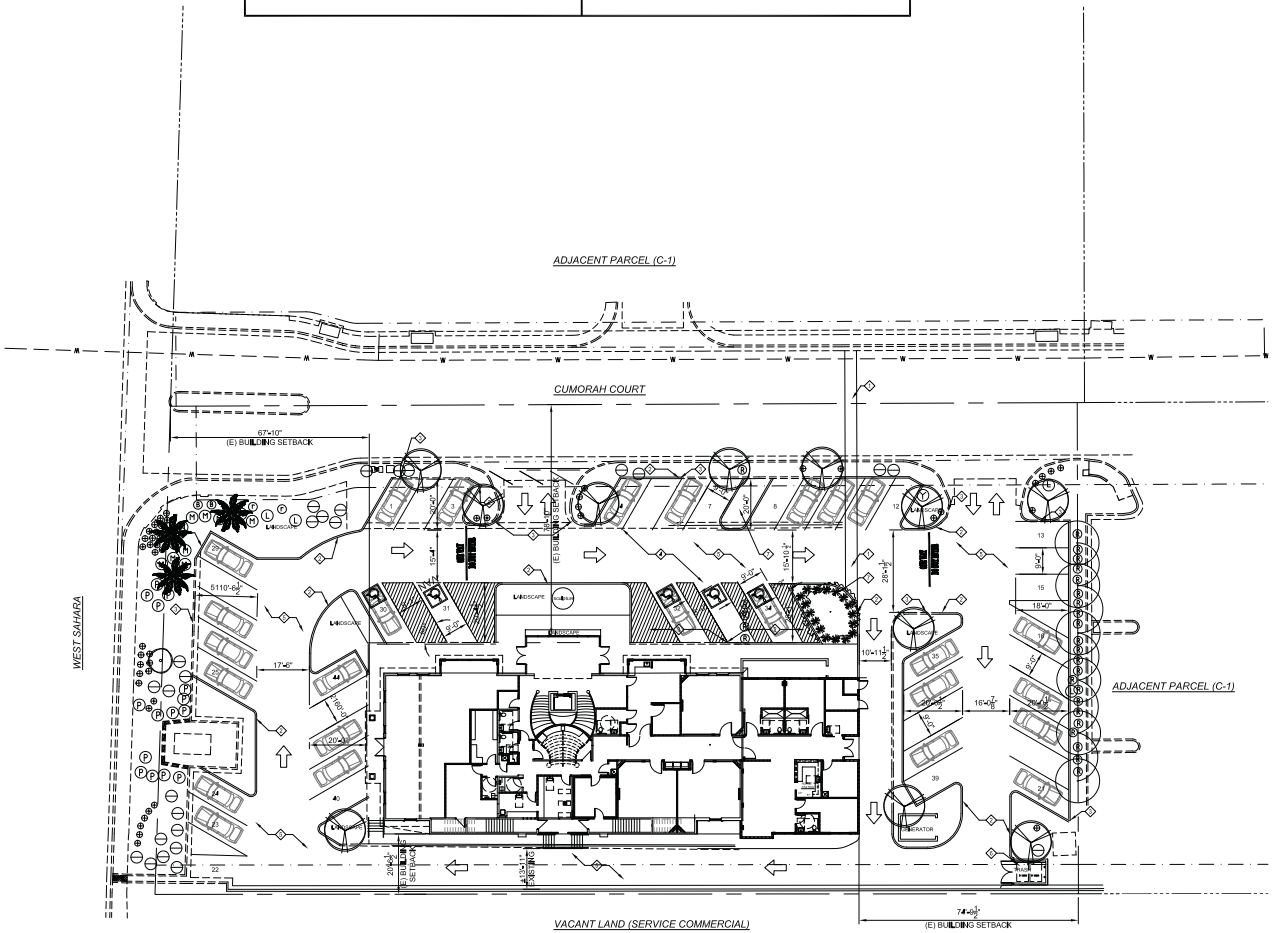
PARKING REQUIRED:

MEDICAL OFFICE : 2,000 / 200 =	10 SPACES
MEDICAL OFFICE: 16,430 / 175 =	94 SPACES
TOTAL REQUIRED PARKING PER CODE:	104 SPACES
H.C. SPACES: 1-150 = (FOR REQUIRED SPACES)	5 SPACES
ACTUAL PARKING PROVIDED	44 SPACES

NEED WAIVER FOR 60 PARKING SPACES

KEY NOTES

1. PATCH STREET AND PARKING LOT FOR NEW FIRE WATER LINE INSTALLATION. SEE CIVIL.
2. NEW CURB FOR RECONFIGURED PARKING
3. EXISTING CURB TO REMAIN
4. NEW ANGLED PARKING LOT STRIPPING
5. EXISTING ASPHALT PAVEMENT TO BE SEAL COATED
6. THE PROPOSED TRASH ENCLOSURE WILL ADHERE TO TITLE 19 DEVELOPMENT STANDARDS (MUST BE SCREENED FROM VIEW AND HAVE A ROOF/TRELLIS STRUCTURE)
7. NEW LANDSCAPE/PLANTS TO MATCH EXISTING



0' 5' 10' 20' 40' 60' 80'

ARCHITECTURAL SITE PLAN
SCALE: 1" = 20'-0"

PRJ-63926
04/07/16

Key Plan

BENJAMIN GIRAUDIN
REGISTERED
No. 5878
ARCHITECT
STATE OF NEVADA

Issued For:	Date:
Preliminary	02.16.2016
Planning	03.24.2016

Drawn	BJG
Checked	BJG
Approved	BJG

DESIGN GROUP
801 Las Vegas Blvd., South #150
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P.(702) 835-7000
F.(702) 835-7001

Project Title

Smith Plastic Surgery Institute ASC and Clinic
7650 W. Sahara Ave.
Las Vegas, NV 89117

Sheet Title

Architectural Site Plan
Landscape Plan

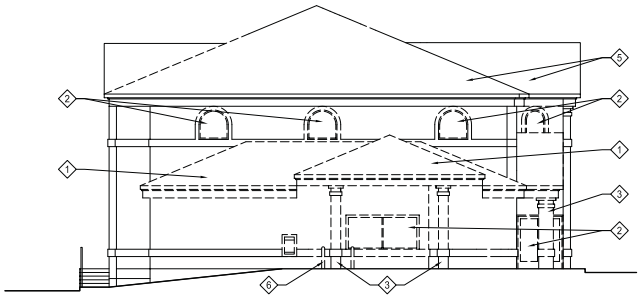
Project Number

215096

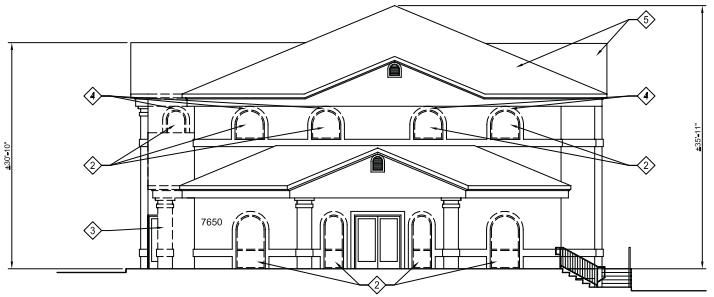
Sheet Number

AS1.0

VAR-63984 and SDR-63985 - REVISED



4 D4.0 DEMOLITION NORTH ELEVATION
SCALE: 1/8" = 1'-0"
0' 2' 4' 8' 16' 24' 32'



3 D4.0 DEMOLITION SOUTH ELEVATION
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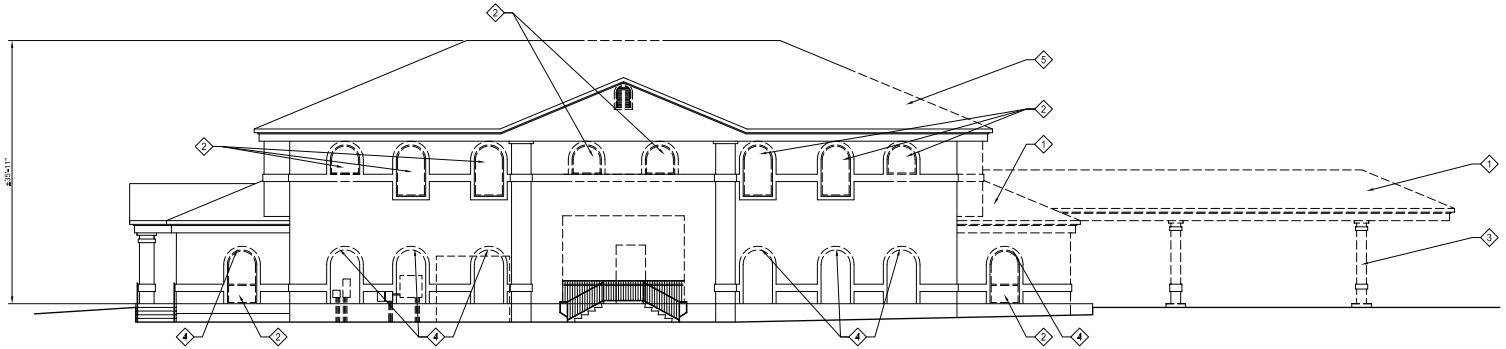
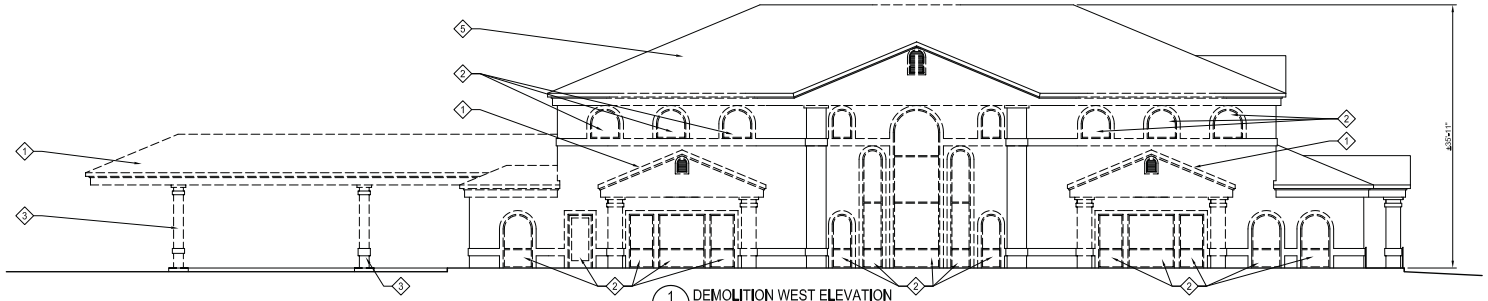


2 D4.0 DEMOLITION EAST ELEVATION
SCALE: 1/8" = 1'-0"
0' 2' 4' 8' 16' 24' 32'



1 D4.0 DEMOLITION WEST ELEVATION
SCALE: 1/8" = 1'-0"
0' 2' 4' 8' 16' 24' 32'

DEMOLITION KEY NOTES

1. DEMOLISH & REMOVE EXISTING ROOF, EAVE & ASSOCIATED ITEMS
2. REMOVE EXISTING WINDOWS, TYP.
3. DEMOLISH & REMOVE EXISTING COLUMN/PILASTER - SEE STRUCTURAL DRAWING
4. DEMOLISH EXISTING ARCH STUCCO BAND, TYP.
5. EXISTING ROOF TO REMAIN, PATCH & REPAIR DAMAGE AREA WHERE AFFECTED BY DEMOLITION & PROPOSE WORK
6. REMOVE EXISTING STEEL BOLLARD

Key Plan

BENJAMIN GIBBONS
REGISTERED
No. 5878
ARCHITECT
STATE OF NEVADA

Issued For:	Date:
Review	01.05.2015
Planning	03.24.2016

Drawn	RSB
Checked	DJK
Approved	BJG

DESIGN GROUP
801 Las Vegas Blvd. South #150
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P.(702) 835-7000
F.(702) 835-7001

Project Title:

Smith Plastic Surgery
Institute ASC and Clinic
7650 W. Sahara Ave.
Las Vegas, NV 89117

Sheet Title:

Demolition Exterior Elevations

Project Number:

215096

PRJ-63926
03/24/16

Sheet Number:

D4.0

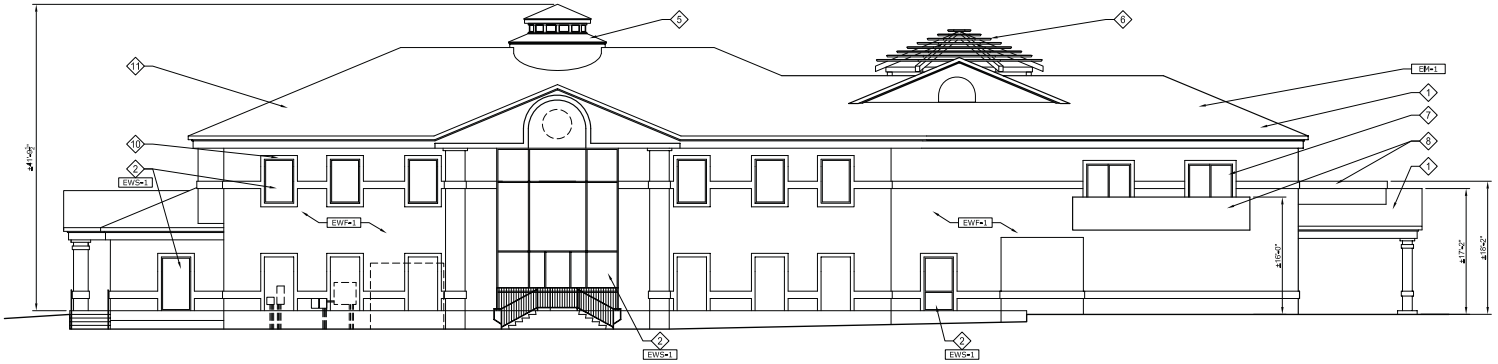
VAR-63984 and SDR-63985



4 A4.0 NORTH ELEVATION
SCALE: 1/8" = 1'-0"
0' 2' 4' 8' 16' 24' 32'



3 A4.0 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"
0' 2' 4' 8' 16' 24' 32'



2 A4.0 EAST ELEVATION
SCALE: 1/8" = 1'-0"
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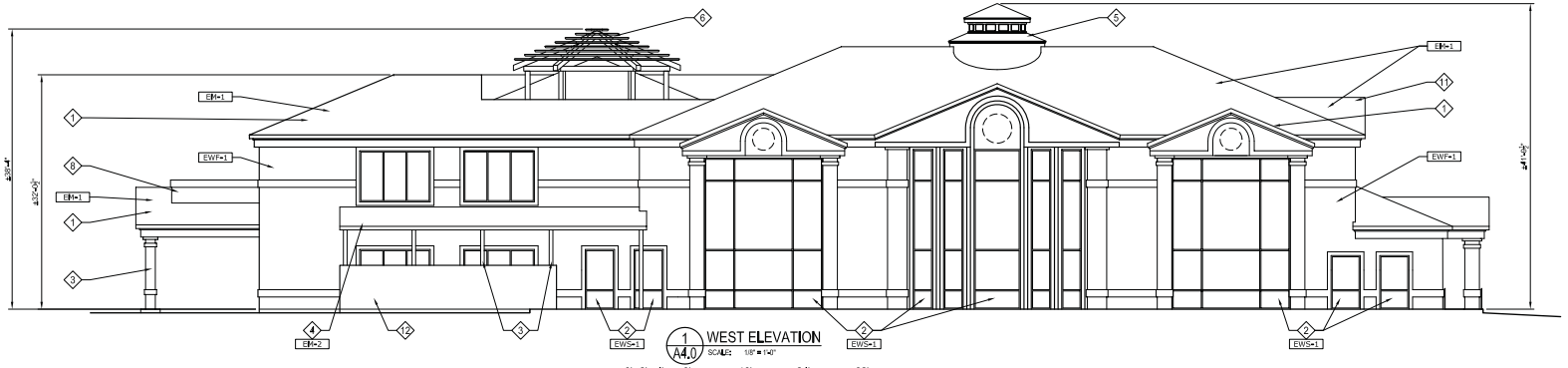

1 A4.0 WEST ELEVATION
SCALE: 1/8" = 1'-0"
0' 2' 4' 8' 16' 24' 32'

KEY NOTES

1. NEW ROOF - SEE STRUCTURAL DRAWING. ROOFING TO MATCH EXISTING
2. NEW WINDOW
3. NEW COLUMN/PILASTER - SEE STRUCTURAL DRAWING
4. NEW STANDING SEAM METAL SHED/CANOPY - SEE STRUCTURAL DRAWING
5. NEW CUPOLA
6. NEW PERGOLA
7. NEW DOOR
8. NEW BALCONY
9. NEW STUCCO BAND
10. NEW STUCCO BAND, TYP.
11. EXISTING ROOF
12. NEW CMU BLOCK WALL

EXTERIOR MATERIALS

MARK	DESCRIPTION
EM-1	ROOF TILES - TO MATCH EXISTING
EM-2	STANDING SEAM METAL ROOF GALVANIZED STEEL SHEET COLOR: REF. SHERWIN-WILLIAMS SW 6801 SOMETHING BLUE

EXTERIOR WALL FINISHES

MARK	DESCRIPTION
EWF-1	7/8" STUCCO FINISH COLOR: SHERWIN-WILLIAMS SW 6203 SPARE WHITE

EXTERIOR WINDOW SYSTEMS

MARK	DESCRIPTION
EWS-1	ALUMINUM FRAME, 1" INSULATED STOREFRONT WINDOW

Key Plan

BENJAMIN GIMPANIN REGISTERED No. 5878 ARCHITECT STATE OF NEVADA

Issued For:	Date:
Review	01.05.2015
Planning	03.24.2016

Drawn RSB
Checked DJK
Approved BJG

DESIGN GROUP
801 Las Vegas Blvd. South #150
Las Vegas, Nevada 89101
P.(702) 835-7000
F.(702) 835-7001

Project Title:
Smith Plastic Surgery Institute ASC and Clinic
7650 W. Sahara Ave.
Las Vegas, NV 89117

Sheet Title:
Exterior Elevations

Project Number:
215096

Sheet Number:
A4.0

PRJ-63926
03/24/16

VAR-63984 and SDR-63985

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9. CONTRACTOR TO PROMPTLY DISPOSE OF DEMOLISHED MATERIALS. DO NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON SITE.
   A. DO NOT BURN DEMOLISHED MATERIALS.
   B. TRANSPORT DEMOLISHED MATERIALS.
   C. PROPERTY AND LEGALLY DISPOSE.

10. COORDINATE WITH BUILDING MANAGEMENT AND FULLY INFORM OWNER OF WORK NECESSARY TO TERMINATE, MODIFY OR OTHERWISE DISRUPT EXISTING PLUMBING, HVAC AND ELECTRICAL SERVICES A MINIMUM OF 48 HOURS PRIOR TO COMMENCEMENT OF DEMOLITION OPERATIONS.

11. CONTRACTOR TO COORDINATE DEMOLITION SO ALL WIRING, CONDUIT, EQUIPMENT, ETC., TO REMAIN IS NOT DESTROYED. CERTAIN ITEMS MAY BE TEMPORARILY REMOVED AND REPLACED LATER DURING COURSE OF RESTORATION. GENERAL CONTRACTOR WILL BE REQUIRED TO INCORPORATE THIS WORK IN HIS SCHEDULE. THE SYSTEMS MAY INCLUDE, BUT NOT LIMITED TO THE FOLLOWING: EMUS/CONTROLS, ELECTRICAL POWER AND LIGHTING, DATA, VISUAL, SECURITY, INTERCOM, AUDIO, CATV, ETC. CONTRACTOR TO TAG AND LOOP WIRE TO REMAIN BACK TO CONTROL PANELS TYPICAL.

GENERAL DEMOLITION NOTES - CONT.

12. ANY PLUMBING TO BE DEMOLISHED SHALL HAVE PIPING TERMINATED ABOVE FINISHED CEILING, BELOW FINISHED FLOOR AND BEHIND FINISHED WALLS. ALL DRAIN/WASTE/VENT PIPING TO BE CAPPED AND SEAL AT ALL OPENINGS PER REQUIREMENTS OF A.H.J.

13. REMOVE EXISTING CEILING GRID, LIGHTING FIXTURES, EXIT SIGNS, SPEAKERS, SMOKE DETECTORS, ANY OTHER CEILING MOUNTED APPARATUS HVAC DIFFUSERS AND RETURN GRILLES. TYPICAL IN ALL AREAS OF DEMOLITION UNLESS NOTED OTHERWISE.

14. REMOVE FLOOR AND WALL COVERING TYPICAL THROUGHOUT AREAS OF DEMOLITION (UNLESS NOTED OTHERWISE) AND ANY OTHER AREAS AS AFFECTED BY DEMOLITION/NEW CONSTRUCTION. PARGE, FLOAT AND/OR PREPARE FLOOR AND WALL SURFACES TO RECEIVE NEW FINISHES.

15. CONTRACTOR SHALL REMOVE AND REPLACE ANY FIREPROOFING DAMAGED DURING DEMOLITION OR NEW CONSTRUCTION TO CONFORM TO PROPER FIRE RATING.

16. CONTRACTOR SHALL COORDINATE ANY SHUTDOWN REQUIRED DURING DEMOLITION WITH OWNER.

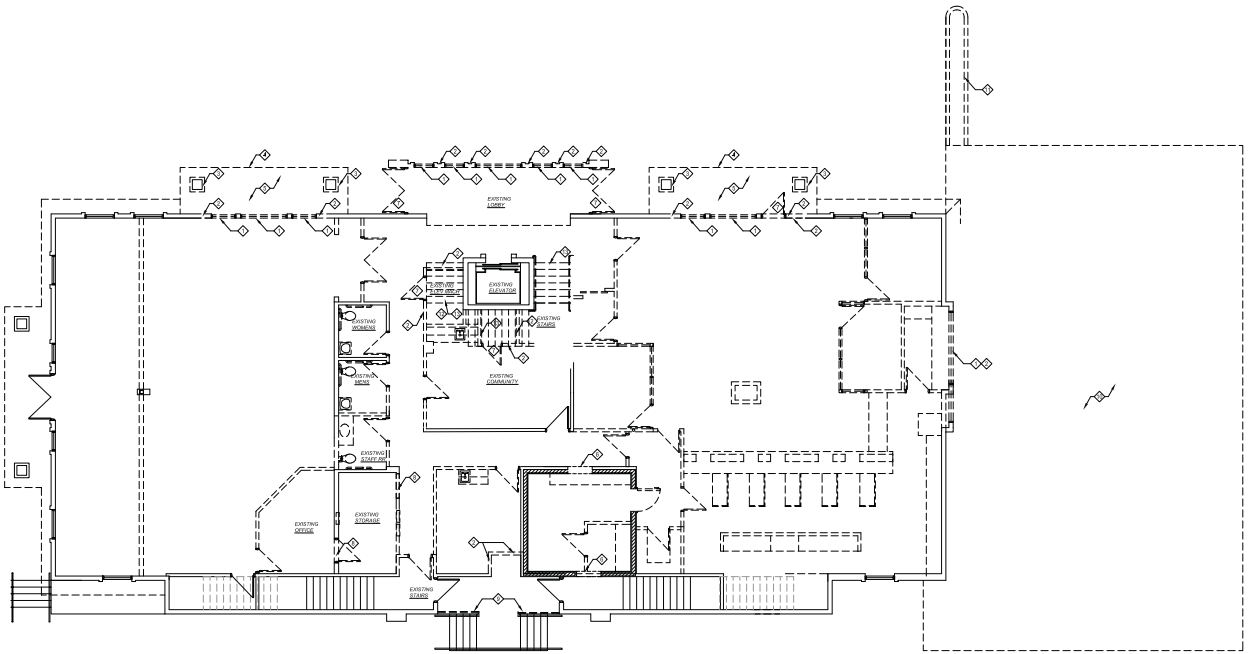
17. CONTRACTOR TO MAINTAIN/REPAIR RATING OF EXISTING FLOOR, ROOF AND WALL ASSEMBLIES THROUGHOUT.

DEMO KEY NOTES

1. REMOVE EXISTING WINDOW
2. REMOVE EXISTING WALL AS INDICATED
3. REMOVE EXISTING COLUMN AND FOUNDATION
4. REMOVE ROOF ABOVE
5. REMOVE CONCRETE SLAB
6. SAWCUT NEW DOOR OPENING INTO EXISTING VAULT WALL
7. REMOVE EXISTING DOOR AND FRAME
8. CUT NEW OPENING FOR DOOR
9. REMOVE EXISTING RAIL
10. REMOVE EXISTING CONCRETE AND ASPHALT PAVEMENT IN THIS AREA FOR NEW BUILDING ADDITION
11. REMOVE EXISTING CURB / LANDSCAPE ISLAND.
12. REMOVE EXISTING ELEVATOR EQUIPMENT AND SALVAGE FOR REUSE.
13. REMOVE EXISTING STAIR

WALL LEGEND

- EXISTING METAL STUD WALL
- EXISTING 1 HOUR FIRE RATED WALL
- EXISTING 2 HOUR FIRE RATED WALL
- NEW METAL STUD WALL - SEE WALL TYPES
- NEW 1 HOUR FIRE RATED WALL - METAL STUD WALL - SEE WALL TYPES
- WALL TYPE - ALL WALL TYPES ARE TYPE B UNLESS NOTED OTHERWISE - SEE SHEET A3.0 WALL TYPE NOTED EXTENDS TO FULL LENGTH OF WALL UNLESS NOTED OTHERWISE
- AREA - NOT APART OF PROJECT



0' 2' 4' 8' 16' 24' 32'

LEVEL 1 - DEMO PLAN
SCALE: 1/8" = 1'-0"

Key Plan

BENJAMIN GIMPAYAN REGISTERED No. 5878 STATE OF NEVADA ARCHITECT

Issued For:	Date:
Preliminary	02.16.2016
Planning	03.24.2016

Drawn BJG
Checked BJG
Approved BJG

DESIGN GROUP
801 Las Vegas Blvd. South #150
Las Vegas, Nevada 89101
P.(702) 835-7000
F.(702) 835-7001

Project Title:

Smith Plastic Surgery
Institute ASC and Clinic
7650 W. Sahara Ave.
Las Vegas, NV 89117

Sheet Title:

Level 1
Demo Plan

PRJ-63926
03/24/16

Project Number:

215096

Sheet Number:

D1.0

VAR-63984 and SDR-63985

GENERAL DEMOLITION NOTES

1. THE INTENT OF THE DEMOLITION PLAN IS NOT TO SHOW EVERY ITEM, APPURTENANCES, SYSTEMS OR PIECES OF EQUIPMENT TO BE REMOVED. IT SHALL BE IMPLIED THAT DEMOLITION SHALL BE ALL INCLUSIVE WHERE INDICATED AND THAT ITEMS, APPURTENANCES, SYSTEMS SURFACES, OR PIECES OF EQUIPMENT TO REMAIN SHALL BE PREPARED AND MADE READY TO RECEIVE ALTERATIONS FOR CONNECTION WITH NEW EQUIPMENT AND NEW WORK AS REQUIRED.

2. CONTRACTOR SHALL VISIT THE SITE TO BETTER FAMILIARIZE HIMSELF WITH THE EXTENT AND NATURE OF WORK TO BE PERFORMED. ALL EXISTING CONDITIONS MAY NOT BE AS SHOWN. CONTRACTOR SHALL VERIFY SAME AND REPORT ANY DISCREPANCIES TO THE ARCHITECT.

3. COORDINATE ITEMS TO BE SALVAGED WITH THE OWNER. SALVAGEABLE ITEMS SHALL BECOME THE PROPERTY OF THE CONTRACTOR WITH THE OWNERS APPROVAL AND SHALL NOT BE REMOVED FROM THE PREMISES UNTIL REVIEWED BY THE OWNER. DEMOLISHED MATERIALS SHALL BECOME THE CONTRACTORS PROPERTY AND SHALL BE REMOVED FROM THE SITE WITH FURTHER DISPOSITION AT THE CONTRACTORS OPTION. CONTRACTOR TO VERIFY ALL DEMOLISHED MATERIALS ELIGIBLE FOR REUSE IN THE CONSTRUCTION PHASE OF THIS PROJECT.

4. CONTRACTOR SHALL COMPLY WITH GOVERNING EPA NOTIFICATION REGULATIONS BEFORE STARTING DEMOLITION.

5. CONTRACTOR SHALL COMPLY WITH HAULING AND DISPOSAL REGULATIONS OF AUTHORITIES HAVING JURISDICTION.

6. CONTRACTOR TO LOCATE, IDENTIFY, SHUT OFF, DISCONNECT, AND SEAL OR CAP OFF EXISTING UTILITY SERVICES SERVING STRUCTURES TO BE DEMOLISHED.

7. CONTRACTOR SHALL CONDUCT DEMOLITION OPERATIONS AND REMOVE AND PROPERLY DISPOSE OF DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED FACILITIES.

8. DEMOLITION OPERATIONS ARE TO PROCEED WITH NECESSARY PREPARATIONS AND PRECAUTIONS TAKEN TO PROTECT ALL EXISTING ITEMS AND FINISHES TO REMAIN. CONTRACTOR SHALL RETURN ADJACENT AREAS TO EXISTING CONDITIONS AFTER DEMOLITION.

9. CONTRACTOR TO PROMPTLY DISPOSE OF DEMOLISHED MATERIALS. DO NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON SITE.
   A. DO NOT BURN DEMOLISHED MATERIALS.
   B. TRANSPORT DEMOLISHED MATERIALS.
   C. PROPERTY AND LEGALLY DISPOSE.

10. COORDINATE WITH BUILDING MANAGEMENT AND FULLY INFORM OWNER OF WORK NECESSARY TO TERMINATE, MODIFY OR OTHERWISE DISRUPT EXISTING PLUMBING, HVAC AND ELECTRICAL SERVICES A MINIMUM OF 48 HOURS PRIOR TO COMMENCEMENT OF DEMOLITION OPERATIONS.

11. CONTRACTOR TO COORDINATE DEMOLITION SO ALL WIRING, CONDUIT, EQUIPMENT, ETC., TO REMAIN IS NOT DESTROYED. CERTAIN ITEMS MAY BE TEMPORARILY REMOVED AND REPLACED LATER DURING COURSE OF RESTORATION. GENERAL CONTRACTOR WILL BE REQUIRED TO INCORPORATE THIS WORK IN HIS SCHEDULE. THE SYSTEMS MAY INCLUDE, BUT NOT LIMITED TO THE FOLLOWING: EMUS/CONTROLS. ELECTRICAL POWER AND LIGHTING, DATA, VISUAL, SECURITY, INTERCOM, AUDIO, CATV, ETC. CONTRACTOR TO TAG AND LOOP WIRE TO REMAIN BACK TO CONTROL PANELS TYPICAL.

GENERAL DEMOLITION NOTES - CONT.

12. ANY PLUMBING TO BE DEMOLISHED SHALL HAVE PIPING TERMINATED ABOVE FINISHED CEILING, BELOW FINISHED FLOOR AND BEHIND FINISHED WALLS. ALL DRAIN/WASTE/VENT PIPING TO BE CAPPED AND SEAL AT ALL OPENINGS PER REQUIREMENTS OF A.H.J.

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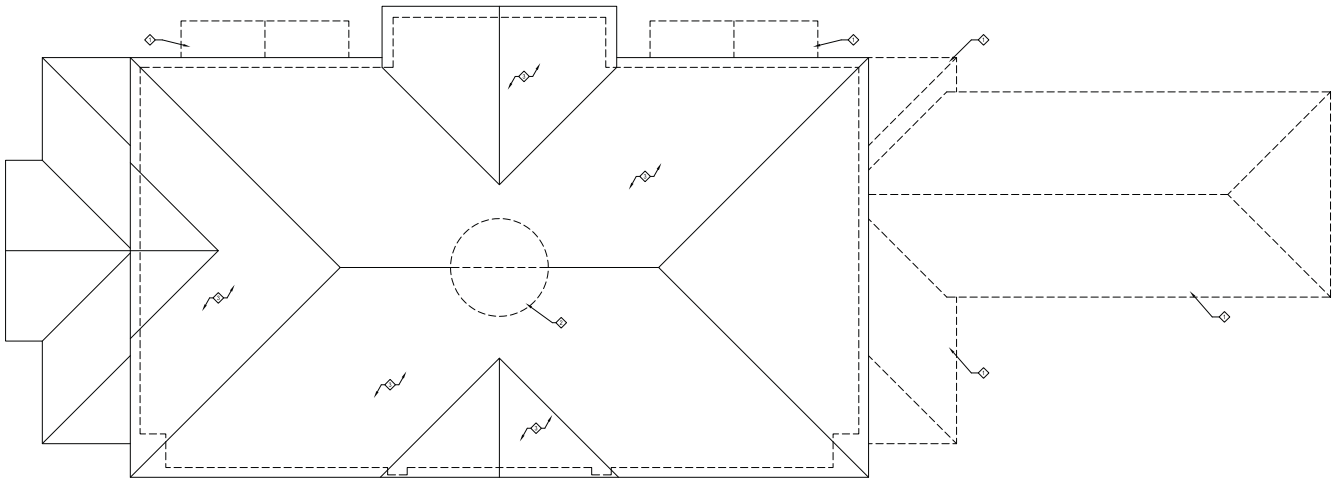
DEMO KEY NOTES (#)

1. REMOVE EXISTING ROOF
2. CUT NEW ROOF OPENING FOR CUPOLA
3. EXISTING ROOF TO REMAIN



0' 2' 4' 8' 16' 24' 32'

ROOF - DEMO PLAN
SCALE: 1/8" = 1'-0"

Key Plan

BENJAMIN GIMPAIN
No. 5878
STATE OF NEVADA
REGISTERED ARCHITECT

Issued For:	Date:
Preliminary	02.16.2016
Planning	03.24.2016

Drawn	BJG
Checked	BJG
Approved	BJG

DESIGN GROUP
801 Las Vegas Blvd. South #150
Las Vegas, Nevada 89101
P.(702) 835-7000
F.(702) 835-7001

Project Title:

Smith Plastic Surgery
Institute ASC and Clinic
7650 W. Sahara Ave.
Las Vegas, NV 89117

Sheet Title:

Roof
Demo Plan

Project Number:

215096

Sheet Number:

D3.0

PRJ-63926
03/24/16

VAR-63984 and SDR-63985

WALL LEGEND

- EXISTING METAL STUD WALL
- EXISTING 1 HOUR FIRE RATED WALL
- EXISTING 2 HOUR FIRE RATED WALL
- NEW METAL STUD WALL - SEE WALL TYPES
- NEW 1 HOUR FIRE RATED WALL - METAL STUD WALL - SEE WALL TYPES
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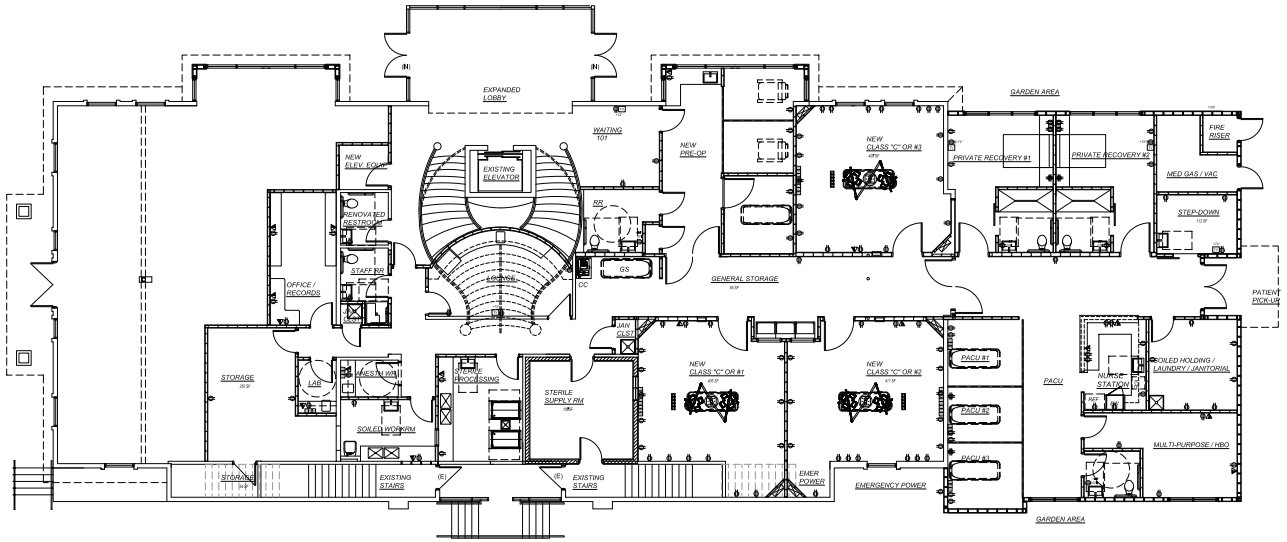


0' 2' 4' 8' 16' 24' 32'

LEVEL 1 - FLOOR PLAN

SCALE: 1/8" = 1'-0"

Key Plan

BENJAMIN GIRADON REGISTERED No. 5878 ARCHITECT STATE OF NEVADA

Issued For:	Date:
As-Built	10.05.2015
V1	10.13.2015
Base Shell Drawing	11.11.2015
Review #2	12.02.2015
Review #4	12.22.2015
Budget	02.16.2016
Planning	03.24.2016

Drawn	BJG
Checked	BJG
Approved	BJG

DESIGN GROUP
801 Las Vegas Blvd., South #150
Las Vegas, Nevada 89101
P.(702) 835-7000
F.(702) 835-7001

Project Title

Smith Plastic Surgery Institute ASC and Clinic
7650 W. Sahara Ave.
Las Vegas, NV 89117

Sheet Title

Level 1
Floor Plan

Project Number

215096

Sheet Number

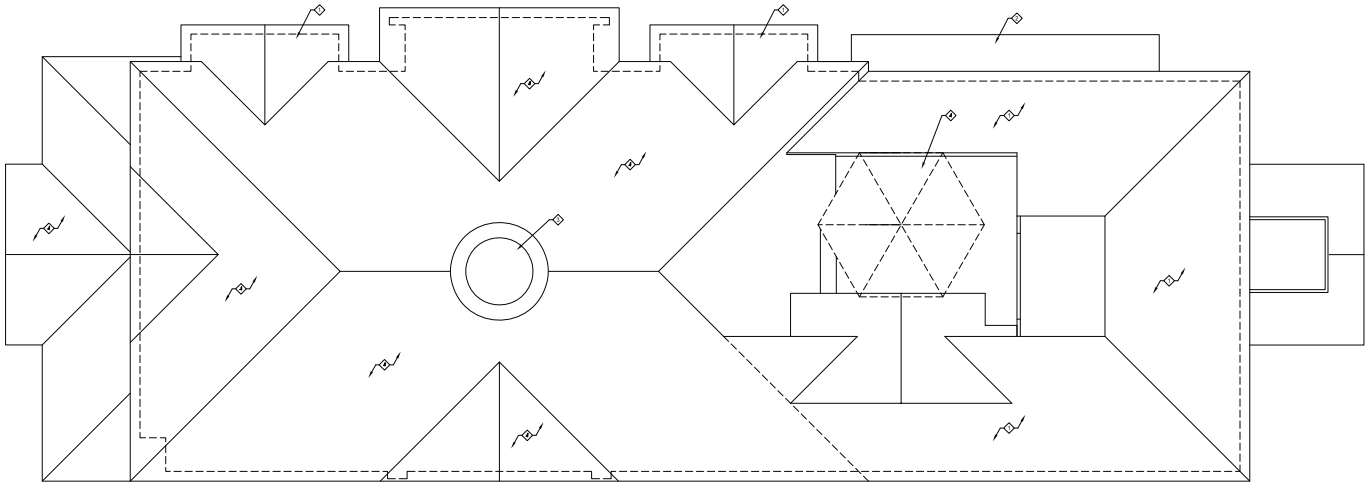
A1.0

PRJ-63926
03/24/16

VAR-63984 and SDR-63985

KEY NOTES

1. NEW ROOF TO MATCH EXISTING
2. NEW STANDING SEAM METAL SHED/CANOPY
3. NEW CUPOLA
4. NEW PERGOLA
5. EXISTING ROOF



0' 2' 4' 8' 16' 24' 32'

ROOF PLAN
SCALE: 1/8" = 1'-0"

PRJ-63926
03/24/16

Key Plan

BENJAMIN GIBSON No. 5878 REGISTERED ARCHITECT STATE OF NEVADA

Issued For:	Date:
Preliminary	02.16.2016
Planning	03.24.2016

Drawn	BJG
Checked	BJG
Approved	BJG

DESIGN GROUP
801 Las Vegas Blvd. South #150
Las Vegas, Nevada 89101
P.(702) 835-7000
F.(702) 835-7001

Project Title:

Smith Plastic Surgery Institute ASC and Clinic
7650 W. Sahara Ave.
Las Vegas, NV 89117

Sheet Title:

Roof Plan

Project Number:

215096

Sheet Number:

A3.0

VAR-63984 and SDR-63985

WALL LEGEND

- EXISTING METAL STUD WALL
- EXISTING 1 HOUR FIRE RATED WALL
- EXISTING 2 HOUR FIRE RATED WALL
- NEW METAL STUD WALL - SEE WALL TYPES
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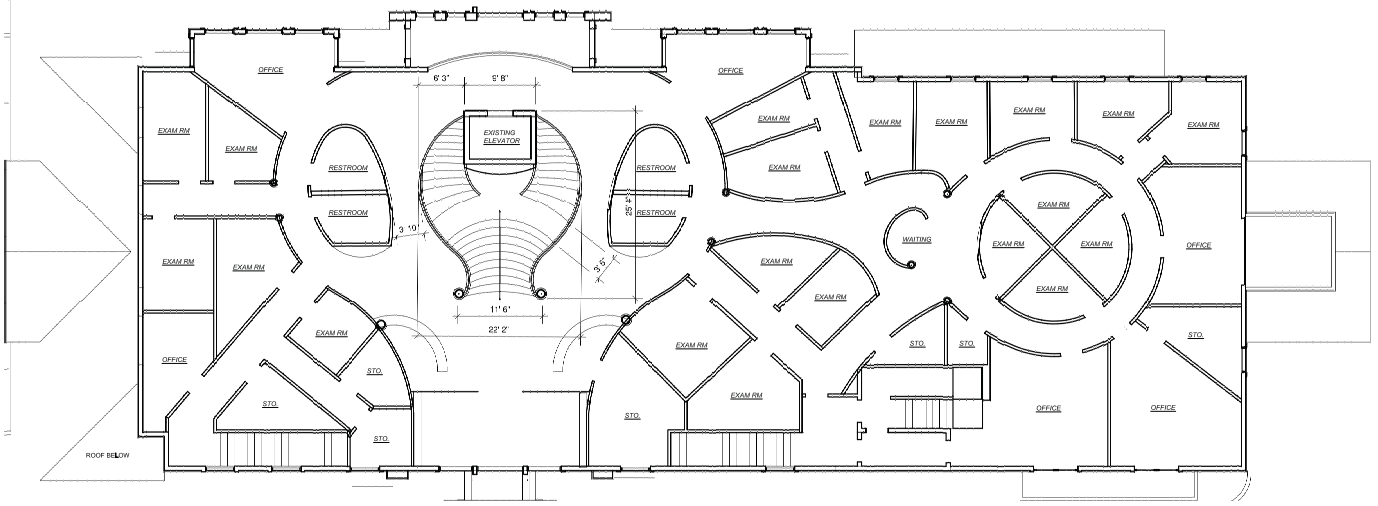

0' 2' 4' 8' 16' 24' 32'

LEVEL 2 - FLOOR PLAN
SCALE: 1/8" = 1'-0"

PRJ-63926
03/29/16

Key Plan

BENJAMIN GIBSON SMITH
REGISTERED
No. 5878
ARCHITECT
STATE OF NEVADA

Issued For:	Date:
As-Built	10.05.2015
Shell Background	11.10.2015
Planning	03.24.2016

Drawn	RSB
Checked	DJK
Approved	BJG

DESIGN GROUP
801 Las Vegas Blvd. South #150
Las Vegas, Nevada 89101
P.(702) 835-7000
F.(702) 835-7001

Project Title:

Smith Plastic Surgery
Institute ASC and Clinic
7650 W. Sahara Ave.
Las Vegas, NV 89117

Sheet Title:

Level 2
Floor Plan

Project Number:

215096

Sheet Number:

A2.0

VAR-63984 and SDR-63985



VAR-63984 [PRJ-63926] - VARIANCE RELATED TO SDR-63985 - APPLICANT/OWNER: SMITH PLASTIC SURGERY BUILDING, LLC
7650 WEST SAHARA AVENUE

03/31/16



VAR-63984 [PRJ-63926] - VARIANCE RELATED TO SDR-63985 - APPLICANT/OWNER: SMITH PLASTIC SURGERY BUILDING, LLC
7650 WEST SAHARA AVENUE

03/31/16



VAR-63984 [PRJ-63926] - VARIANCE RELATED TO SDR-63985 - APPLICANT/OWNER: SMITH PLASTIC SURGERY BUILDING, LLC
7650 WEST SAHARA AVENUE

03/31/16

March 24, 2016

City of Las Vegas
Department of Planning
333 N. Rancho Drive
Las Vegas, NV 89106

RE: JUSTIFICATION LETTER BUILDING EXPANSION AND REMODEL FOR 7650 WEST SAHARA AVENUE, LAS VEGAS, NV 89117

To Whom This May Concern:

This existing building has been acquired by Dr. Lane Smith, who is a local plastic surgeon. The current building was a bank with drive-thru, book store, and offices on the second floor and has been vacant for several years. The proposed use is an ambulatory surgery center, clinic, and med-spa. The building will be for the sole use of Dr. Smith's practice. Surgeries will take place in the ASC, which is located on the first level. Consultations will take place in the clinic space on the second floor as well as the med-spa, which will perform services using injections and lasers.

A site development review is being requested for façade upgrades, removal of the drive-thru canopy, a two story building addition in the area of the existing drive thru canopy, site renovations, and full interior improvements. The building addition consists of a 2,100 SF addition on the first floor and a 2,700 SF addition on the second floor. The design ties in aesthetically to the proposed renovated facades. The site renovations include moving the trash enclosure, adding landscape islands, and reworking the parking to angled parking to allow for proper drive aisle widths and to maximize the parking. Parking on this site is 46 spaces for 18,430 SF total building area. Mathematically, the parking is 2.5 spaces per 1000 SF of building area. Normally, this would be low, but in this case the doctor is only using one portion of the building at a time because he can't be in two places at the same time. He feels that this is more than enough parking to support his operation and is much more than he currently has for the same function at his current office in the "Lakes".

A variance is being requested for the parking ratio. Current parking regulations require 104 parking spaces based on the area of the existing and added building area for this use. Due to existing conditions and site constraints, only 44 spaces can be provided, which requires a waiver of 60 parking spaces. The site is being reconfigured from 90-degree parking to angled parking to make it compliant with minimum drive aisle widths and parking stall sizes. This is an existing site with many constraints, so we believe this to be the best solution. We believe this to be a tremendous improvement to the existing vacant building and a positive improvement for the entire office park. We are respectfully requesting the support of the city for the approval of this project.

Thank you,

Benjamin Girardin, AIA, NCARB, LEED AP
Principal Architect

801 Las Vegas Blvd. South, Suite 150
Las Vegas, Nevada 89101

P. (702) 835-7000
F. (702) 835-7001

PRJ-63926
03/24/16

VAR-63984 and SDR-63985

001
IDIE SILVAGGIO
06/04/2016 17:24 FAX 7022146250

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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2016 JUN -6 A 7:09

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Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above, fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-63984 & SDR-63985 [PRJ-63926]
City Council Meeting of June 15, 2016

Case: VAR-63984
16310110002
SILVAGGIO ALBERT A & I W TRS
5354 ALTADONNA AVE
LAS VEGAS NV 89141-3933

135 DRDCMP1 89141

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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Permit No. 1630

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2016 JUN -6 P 2:16

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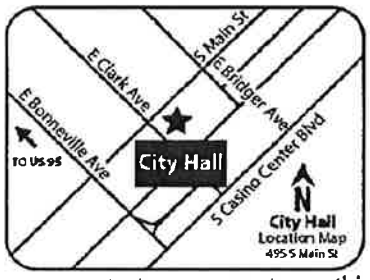

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-63984 & SDR-63985 [PRJ-63926]
City Council Meeting of June 15, 2016

Case: VAR-63984 & SDR-63985
Lane Smith
Smith Plastic Surgery Bldg LLC
8871 West Sahara
Las Vegas, Nevada 89117

iii DADONPi 8917

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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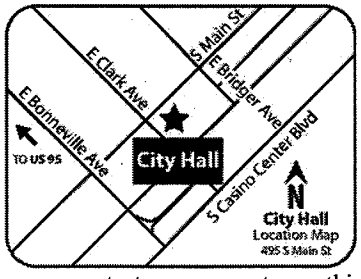
Official Notice of Public Hearing



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. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-63984 & SDR-63985 [PRJ-63926]
Planning Commission Meeting of 5/10/2016

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MAY 12 2016
City of Las Vegas
Dept. of Planning

Case: VAR-63984
16303415009
SMITH PLASTIC SURGERY BUILDING L
59 CASCADE CREEK LN
LAS VEGAS NV 89113

63 BRDGNP1 89113

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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City of Las Vegas
Dept. of Planning

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Case: VAR-63984
16303415009
SMITH PLASTIC SURGERY BUILDING L
59 CASCADE CREEK LN
LAS VEGAS NV 89113

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-63984 & SDR-63985 [PRJ-63926]
Planning Commission Meeting of 5/10/2016

59 BRDCNP1 89113

Submitted after final agenda
Date 5/9/2016 Item 50-51A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Permit No. 1630

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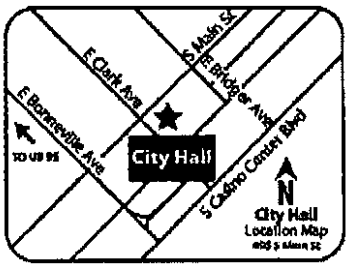
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-63984 & SDR-63985 [PRJ-63926]
Planning Commission Meeting of 5/10/2016

89109

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MAY 2 2016
City of Las Vegas
Dept. of Planning

Case: VAR-63984
16310110003
AMERICANA-MARTIN L L C
3030 S HIGHLAND DR
LAS VEGAS NV 89109-1047

50-51P

05/02/2016 7:55 AM FAX 7022510978 SAHARA EYE CENTER 0001/0001

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Permit No. 1630

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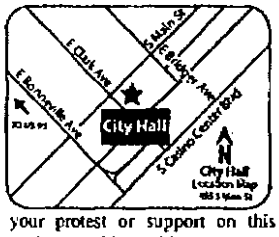
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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VAR-63984 & SDR-63985 [PRJ-63926]
Planning Commission Meeting of 5/10/2016

RECEIVED

MAY 2 2016

City of Las Vegas
Dept. of Planning

Case: VAR-63984

16303410004
MERLOT PARTNERS
7782 W SAHARA AVE
LAS VEGAS NV 89117-2700

71 BRDGNP1 89117

50-51A

City of Las Vegas Agenda Item No.: **98.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:

SDR-63985 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-63984 - PUBLIC HEARING - APPLICANT/OWNER: SMITH PLASTIC SURGERY BUILDING, LLC - For possible action on a request for a Major Amendment to a previously approved Plot Plan Review (Z-0102-96) FOR A PROPOSED 4,800 SQUARE-FOOT BUILDING ADDITION AND PARKING LOT RECONFIGURATION FOR A PROPOSED MEDICAL OFFICE AND CLINIC on 1.20 acres at 7650 West Sahara Avenue (APN 163-03-415-009), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian) [PRJ-63926]. Staff recommends DENIAL. The Planning Commission (4-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**3**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (4-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SDR-63985

Case Number: ZON-62700 APN: 163-03-415-009

Name of Property Owner: SMITH PLASTIC SURGERY BUILDING LLC

Name of Applicant: LANE SMITH

Name of Representative: BEN GIRARDIN

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: Lane Smith

Subscribed and sworn before me

This 24th day of March, 2016

ALISA J. STEINHAUER
Notary Public State of Nevada
No. 13-11996-1
My Appt. Exp. Aug. 8, 2017

_____
Notary Public in and for said County and State Clark County State of Nevada

PRJ-63926
03/24/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: LANE SMITH

Project Address (Location) 7650 WEST SAHARA AVE.

Project Name SMITH'S PLASTIC SURGERY **Proposed Use** _____

Assessor's Parcel #(s) 163-03-415-009 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage 18430 **Floor Area Ratio** _____

Gross Acres 1.02 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Smith Plastic Surgery Bldg LLC **Contact** Lane Smith

Address 8871 West Sahara **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89117

E-mail Address losmith@smithsurgery.com

APPLICANT 10 Nine Design Group **Contact** Ben Girardin

Address 801 Las Vegas Blvd So. #150 **Phone:** (702) 835-7000 **Fax:** (702) 835-7001

City Las Vegas **State** NV **Zip** 89101

E-mail Address permits@10nine.com

REPRESENTATIVE SAME AS ABOVE **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Lane Smith

Subscribed and sworn before me

This 24th day of March, 20 16.

Alisa Steinhauer

Notary Public in and for said County and State Clark County, Nevada

ALISA J. STEINHAUER
Notary Public State of Nevada
No. 13-11996-1
My Appt. Exp. Aug. 8, 2017

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SDR-63985
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

PRJ-63926
03/24/16

*The application will not be deemed complete until the submitted material has been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

City of Las Vegas Agenda Item No.: **99.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

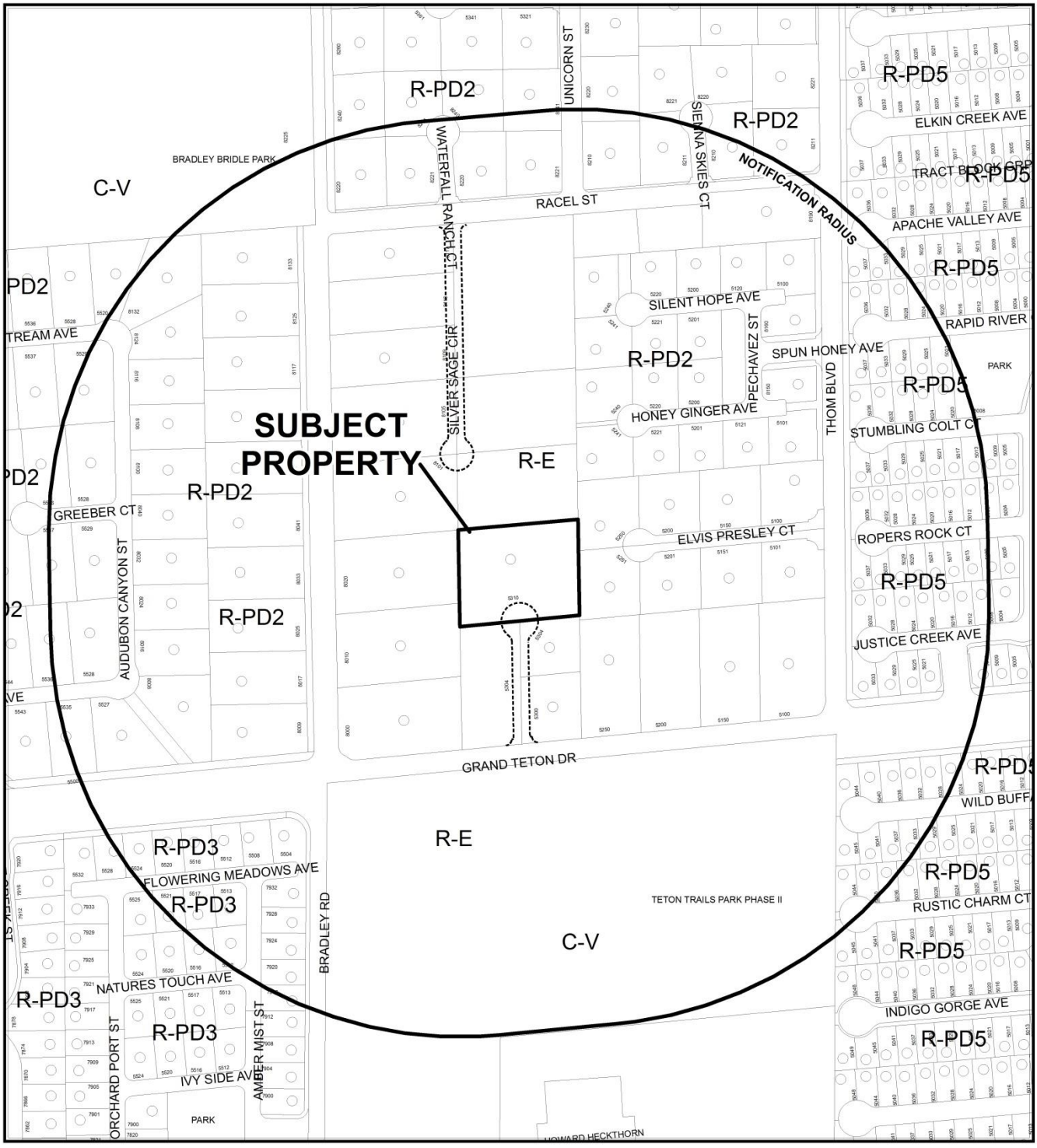
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-63982 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: JAMES MCCARTHY - For possible action on a request for a Special Use Permit FOR A PROPOSED ANIMAL KEEPING & HUSBANDRY USE TO ALLOW 20 DOMESTIC ANIMALS (HORSES) WHERE A MAXIMUM OF NINE DOMESTIC ANIMALS ARE ALLOWED on 1.58 acres at 5310 Grand Teton Drive (APN 125-12-801-012), R-E (Residence Estates) Zone, Ward 6 (Ross) [PRJ-63878]. Staff recommends DENIAL. The Planning Commission vote resulted in a tie which is TANTAMOUNT TO DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**6**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission vote resulted in a tie which is TANTAMOUNT TO DENIAL.

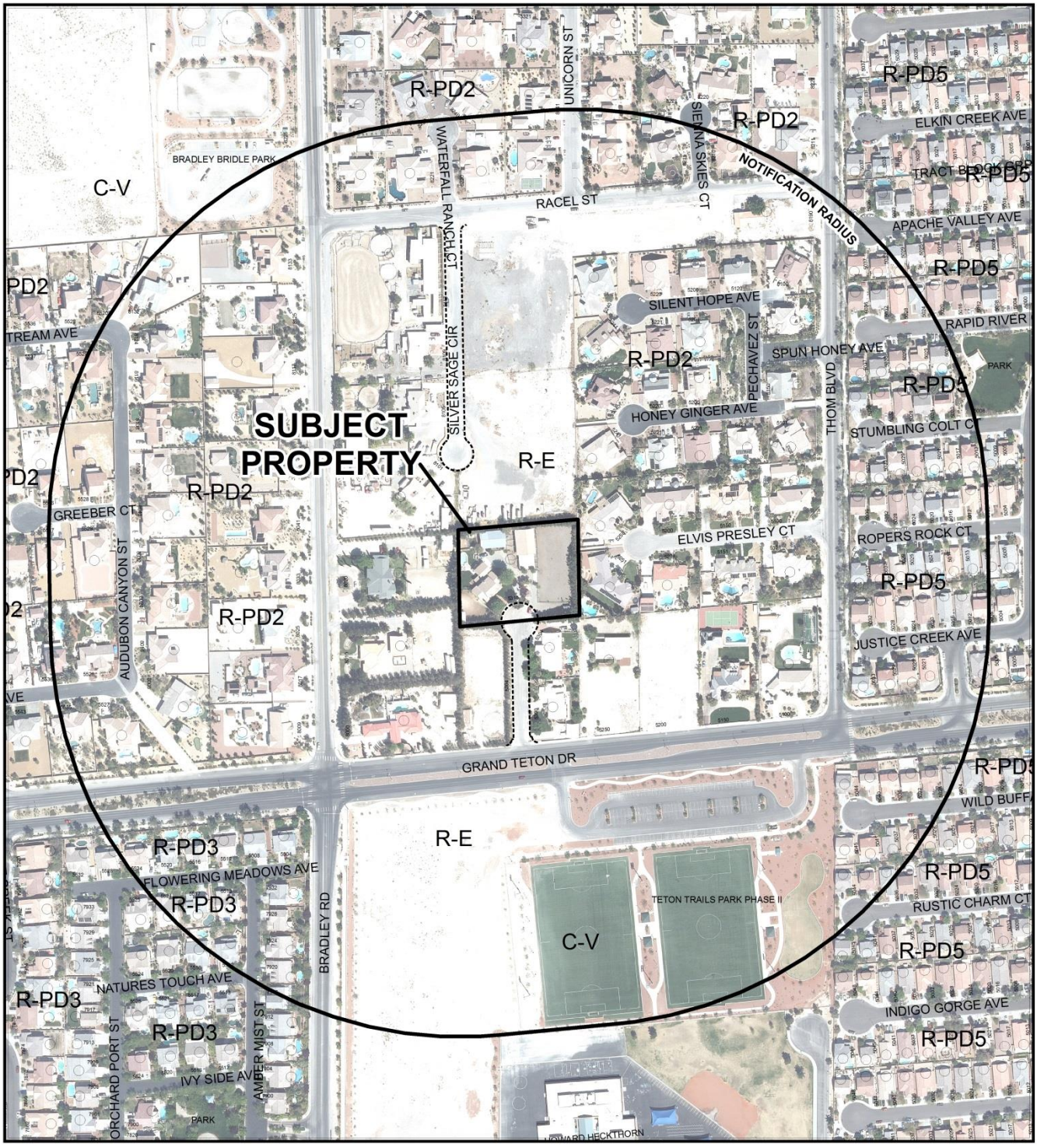
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Back up Submitted at the May 10, 2016 Planning Commission Meeting



CASE: **SUP-63982 (PRJ-63878)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)



0 300 600 Feet

CASE: **SUP-63982 (PRJ-63878)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: JAMES MCCARTHY

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-63982	Staff recommends DENIAL, if approved subject to conditions:	VAR-64111 SUP-63981

** CONDITIONS **

SUP-63982 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for an Animal Keeping & Husbandry use.

2. The Animal Keeping & Husbandry use shall be limited to a maximum of 20 horses.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Prior to issuance of a business license all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for an Animal Keeping and Husbandry (domestic animals) use to allow 20 horses where nine horses are the maximum allowed at 5310 Grand Teton Drive. This request is the result of a code enforcement citation (#162534) for an illegal commercial horse boarding and training business. Currently, the 1.58-acre site consists of a 3,408 square-foot single-family residence, one riding arena, two barns and horse stalls.

An Animal Keeping and Husbandry (domestic animals) use is a conditional use in the R-E (Residence Estates) zoning district. The requested use fails to meet the minimum Conditional Use Requirements as outlined by Title 19.12 for an Animal Keeping and Husbandry use. According to Title 19.12, no more than one cow or horse is permitted for every 7,500 square feet of lot area. The 68,825 square-foot lot area limits the total number of cows and horses to nine (9). The applicant is proposing 20 horses at maximum capacity, which exceeds the maximum allowed. The existing neighborhood is rural in nature with horses and livestock commonly found throughout the area; however, the number of horses requested illustrate that there are too many animals on site. Staff finds the subject site is not physically suitable for intensity of land use and therefore recommends denial of this application.

ISSUES

- According to Title 19.12, no more than one cow or horse is permitted for every 7,500 square feet of lot area. The 68,825 square-foot lot area limits the total number of cows and horses to nine (9). The applicant is proposing 20 horses at maximum capacity, which exceeds the maximum allowed. A Special Use Permit is required for an Animal Keeping and Husbandry use that does not adhere to the minimum Conditional Use Requirements.
- This request is the result of a Code Enforcement case (#162534), which was processed because of a residential nuisance; running horse boarding and training business out of residence without proper permits.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/20/64	The City Council approved a Petition to Annex (A-0063-64) from C-2 (General Commercial) to R-E (Residence Estates) approximately 10,365 acres generally located north of Lone Mountain Road, south of Ann Road, west of Decatur Boulevard, and east of Tenaya Way. Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/10/16	The Planning Commission accepted the applicant's request to withdraw without prejudice a request for a Variance (VAR-64111) TO ALLOW A DEVIATION FROM TITLE 19.08 PARKING DESIGN STANDARDS at 5310 Grand Teton Drive (APN 125-12-801-012), R-E (Residence Estates) Zone, Ward 6 (Ross) [PRJ-63878].
05/10/16	The Planning Commission accepted the applicant's request to withdraw without prejudice a request for a Special Use Permit (SUP-63981) FOR A PROPOSED HORSE CORRAL OR STABLE (COMMERCIAL) USE at 5310 Grand Teton Drive (APN 125-12-801-012), R-E (Residence Estates) Zone, Ward 6 (Ross) [PRJ-63878].
05/10/16	The Planning Commission vote resulted in a tie (2-2/sc,ts) which is tantamount to a recommendation of DENIAL on a request for a Special Use Permit (SUP-63982) FOR A PROPOSED ANIMAL KEEPING & HUSBANDRY USE TO ALLOW 20 DOMESTIC ANIMALS (HORSES) WHERE A MAXIMUM OF NINE DOMESTIC ANIMALS ARE ALLOWED on 1.58 acres at 5310 Grand Teton Drive (APN 125-12-801-012), R-E (Residence Estates) Zone, Ward 6 (Ross) [PRJ-63878].

Most Recent Change of Ownership	
12/10/15	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
04/04/07	A Code Enforcement case (#51917) was processed because a caller didn't know if this property is zoned for 11 cows, 7 horses plus miniature horses and goats at 5310 Grand Teton Drive. The case was resolved on 07/11/07.
03/05/09	A building permit (#134821) was issued for a pool/spa located at 5310 Grand Teton Drive. The permit was finalized on 05/14/09.
01/20/16	A Code Enforcement case (#162534) was processed because of a residential nuisance; running business out of residence. Horse Boarding and training business being run without proper licensing at 5310 Grand Teton Drive. The case has not been resolved.

Pre-Application Meeting	
03/17/16	Staff conducted a pre-application meeting with the owner to discuss an outstanding code enforcement citation (#162534) for an illegal commercial horse corral at 5310 Grand Teton Drive. Staff determined that a Special Use Permit would be required to operate a commercial corral. In addition, a second Special Use Permit for Animal Keeping and Husbandry would be required for a requested 20 Horses on the subject property. The submittal requirements for the Special Use Permits were discussed.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/31/16	Staff conducted a routine field check and noted that the subject property had parked vehicles and a commercial trash dumpster in the adjacent cul-de-sac right-of-way area adjacent to the subject property.

Details of Application Request	
Site Area	
Net Acres	1.58

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single-Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
North	Undeveloped	R (Rural Density Residential)	R-E (Residence Estates)
South	Undeveloped	R (Rural Density Residential)	R-E (Residence Estates)
	Single-Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
East	Single-Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
West	Single-Family Residence	R (Rural Density Residential)	R-E (Residence Estates)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
Rural Preservation Overlay District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Grand Teton Drive	Private Drive	Master Plan of Streets and Highways	40	Y

ANALYSIS

Currently, the 1.58-acre site consists of a 3,408 square-foot single-family residence, one riding arena, two barns and horse stalls at 5310 Grand Teton Drive. The applicant has requested a Special Use Permit for an Animal Keeping and Husbandry (domestic animals) use to allow 20horses where nine horses are the maximum allowed at the subject site. This request is the result of a code enforcement citation (#162534) for an illegal commercial horse boarding and training business.

The Animal Keeping and Husbandry use is defined by Title 19.12 as "the raising, keeping and breeding of domestic or nondomestic animals. The use must be ancillary to the principal use, but may be conducted for commercial purposes. The use includes the keeping of animals for the development of animal products such as meat, fur or eggs, but does not include the keeping of animals as household pets." The proposed use meets the definition noted above, as the applicant is requesting to house 20 horses on the subject property in conjunction with the proposed Horse Corral or Stable (Commercial) use.

The minimum Conditional Use Requirements include:

1. With respect to domestic animals:
    a. The applicant must submit to the Department, for administrative review and approval, a site plan with notes indicating the number and types of animals to be kept or reproduced on the premises.

    The applicant has submitted a site plan and a justification letter, which details a request to house 20 horses at maximum capacity.

    b. No more than 3 sheep or goats may be kept for each 20,000 square feet of land included in the building site.

    The applicant is not proposing to house any sheep or goats on the subject site.

c. All operations and activities shall be in accordance with LVMC Title 7.

A condition of approval has been added requiring compliance with LVMC Title 7.

d. No more than one horse or cow is permitted for each 7,500 square feet of lot area.

The 68,825 square-foot subject site is permitted a total of nine (9) cows and horses. The applicant is requesting 20 horses at maximum capacity. The proposal does not adhere to this requirement; as such a Special Use Permit is required.

e. In the R-D Zoning District, no more than 2 horses may be stabled on building site, and the site must have a minimum net lot size of 18,000 square feet.

This requirement is not applicable, as the subject site has a zoning designation of R-E (Residence Estates).

f. No horse or cattle may be kept at any location south of Cheyenne Avenue.

The subject site at 5310 Grand Teton Drive is north of Cheyenne Avenue.

The proposed Animal Keeping and Husbandry use does not meet condition 1d of the minimum Conditional Use Requirements. The zoning code accommodates for the keeping of domestic animals but places a maximum number of horses or cows to one per 7,500 square feet of lot area. The 68,825 square-foot subject site is permitted a total of nine (9) cows and horses. As proposed, the applicant is requesting 20 horses at maximum capacity, which exceeds the maximum allowed. As a result a Special Use Permit is required. According to the submitted site plan date stamped 03/24/16, the existing facility is a 1.58-acre property consisting of a 3,408 square-foot residence, one riding arena and two large barns capable of housing up to 20 horses.

Additionally, the Southern Nevada Health District (SNHD) has contacted the City of Las Vegas in regards to the proposed Special Use Permit. Specifically, as designed, the submitted site plan shows the existing Individual Septic Disposal System (ISDS) being paved over for parking. Paving over an ISDS is a violation of SNHD's septic regulations. Additionally, the proposed use will require additional water rights for the continued use of the existing ISDS. The applicant shall contact the Nevada Division of Water Resources (NVDWR) to obtain any additional water rights required for this Special Use Permit. Alternatively, the applicant can connect to the public water system by contacting the Las Vegas Valley Water District.

Surrounding the site are existing large lot residential properties, of which a few are developed with barns and arenas. The existing neighborhood is rural in nature with horses and cows commonly found throughout the area. However, the number of horses requested is over twice the allowable amount, which illustrates that there are too many animals on site. The subject site is physically unsuitable for proposed intensity of land use and recommends denial of all application; however, if approved, it will be subject to conditions.

FINDINGS (SUP-63982)

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 surrounding residential community is rural in nature with horses and cows commonly found throughout the area. The proposed Animal Keeping and Husbandry use is consistent with the neighborhood. However, the proposed increase in horses which is over twice the allowable amount allowed on-site allowed by Title 19.12 requirements; reinforce the unsuitability of the intensity of this use at this location. The use cannot be conducted in a manner that is harmonious with the surrounding land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The 1.58-acre subject site is an R-E (Residence Estates) zoned property and is not suitable for the intensity of the proposed use as illustrated by the proposed increase in horses on-site allowed on-site above Title 19.12 requirement.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The subject site has direct access to Grand Teton Drive, which is a 40-foot wide Private Drive, as classified by the Master Plan of Streets and Highways. The street provides adequate capacity to accommodate the use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of this Special Use Permit will not compromise the public health safety and general welfare of the public. The use will be subject to regular inspections and is subject to licensing restrictions.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed Animal Keeping and Husbandry use does not adhere to the minimum Conditional Use Requirements as outlined by Title 19.12. The 68,825 square-foot subject site is permitted a total of nine (9) cows and horses. As proposed, the applicant is requesting 20 horses at maximum capacity, which exceeds the maximum allowed. As a result, the applicant must pursue a Special Use Permit. The proposed use complies with all other Title 19 requirements.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

NOTICES MAILED 178 (By City Clerk)

APPROVALS 0

PROTESTS 6

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-63982 APN: 125-12-801-012

Name of Property Owner: James McCarthy

Name of Applicant: James McCarthy

Name of Representative: James McCarthy

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: James McCarthy

State of Nevada, County of Clark

Subscribed and sworn before me

This 24 day of March, 2016

_____

Notary Public in and for said County and State

MEGAN GUIDRY
Notary Public State of Nevada
No. 10-2664-1
My Appt. Exp. Aug. 12, 2018

PRJ-63878
03/24/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Special Use Variance Permits

Project Address (Location) 5310 Grand Teton DRIVE LAS VEGAS, NV 89131

Project Name ~~RED ROCK~~ PRJ-63878 **Proposed Use** Horse Boarding SUP

Assessor's Parcel #(s) 125-12-801-012 **Ward #** 6

General Plan: existing R proposed RE **Zoning:** existing X proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER James McCarthy **Contact** James McCarthy

Address 5310 Grand Teton Drive **Phone:** 702 403-2916 **Fax:** _____

City LAS VEGAS, NV **State** NV **Zip** 89131

E-mail Address jaymccarthy@me.com

APPLICANT James McCarthy **Contact** James McCarthy

Address 5310 Grand Teton Drive **Phone:** 7024032916 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89131

E-mail Address jaymccarthy@me.com

REPRESENTATIVE James McCarthy **Contact** James McCarthy

Address 5310 Grand Teton Drive **Phone:** 702 403 2916 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89131

E-mail Address jaymccarthy@me.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name: James McCarthy

STATE OF NV. COUNTY OF CLARK

Subscribed and sworn before me

This 24 day of March, 20 16.

_____

Notary Public in and for said County and State

MEGAN GUIDRY
Notary Public State of Nevada
No. 10-2664-1
My Appt. Exp. Aug. 12, 2018

FOR DEPARTMENT USE ONLY

Case #	SUP-63982
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-63878
03/24/16

Revised 10/27/08

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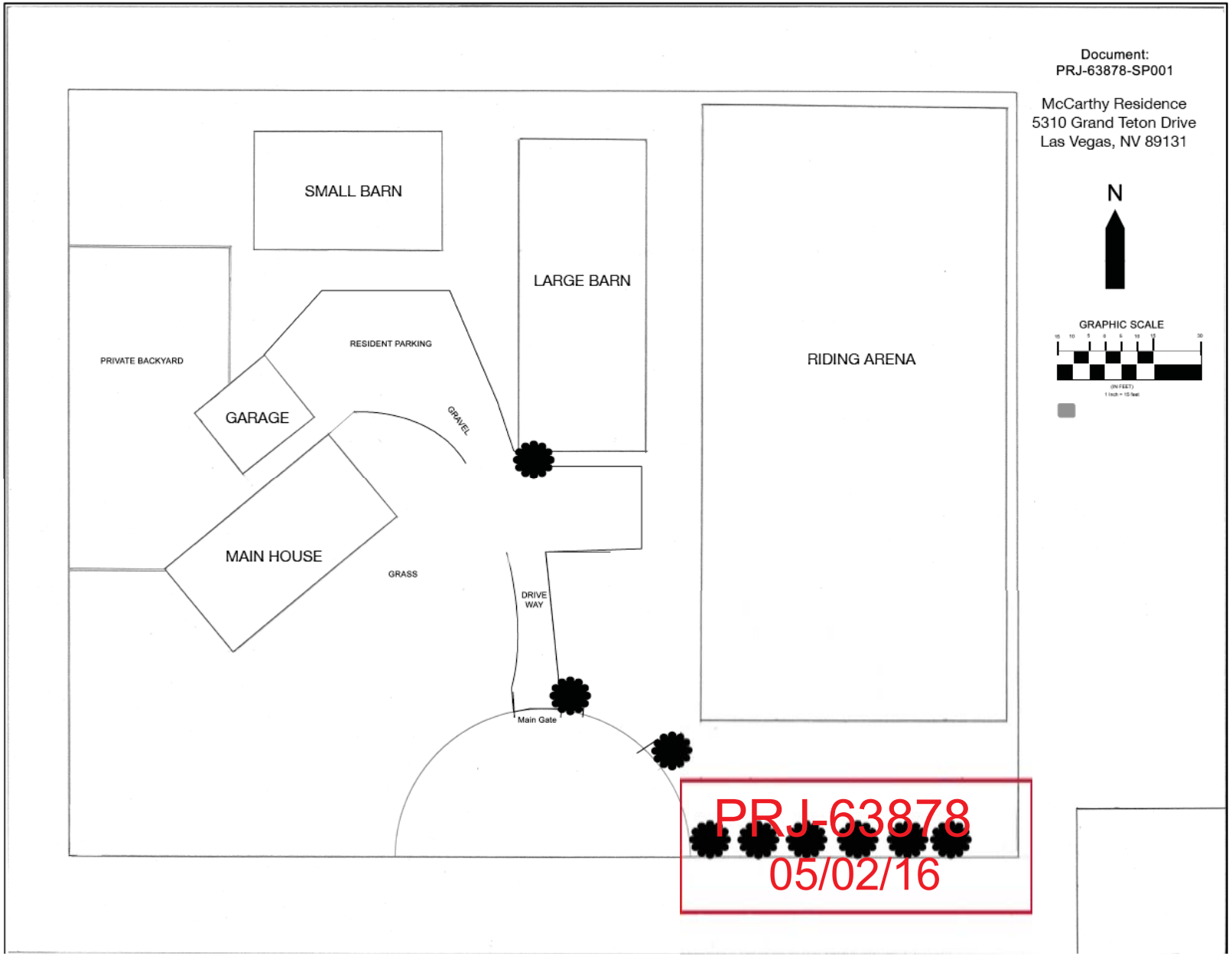


SUP-63982 - REVISED



SUP-63982 [PRJ-63878] - APPLICANT/OWNER: JAMES MCCARTHY
5310 GRAND TETON DRIVE

03/31/16



SUP-63982 [PRJ-63878] - APPLICANT/OWNER: JAMES MCCARTHY
5310 GRAND TETON DRIVE

03/31/16



SUP-63982 [PRJ-63878] - APPLICANT/OWNER: JAMES MCCARTHY
5310 GRAND TETON DRIVE

03/31/16



SUP-63982 [PRJ-63878] - APPLICANT/OWNER: JAMES MCCARTHY
5310 GRAND TETON DRIVE

03/31/16

February 1, 2016

Las Vegas City Planning Commission,

Dear Planning Commissioner,

In November of 2015, my wife and I purchased our dream home with horse property at 5310 Grand Teton Drive Las Vegas, NV 89131. The property is 1.6 acres with 22 beautifully laid out large horse stalls, 2 large turnouts, tack rooms, wash racks, and a lighted arena. It's landscaped with beautiful mature trees lining the property and strategically placed in it's interior, as well as lush lawns, white PVC fencing and pole and cyclone fencing throughout. Water for the property is supplied by a well and refuse is removed via a commercial dumpster. 5310 Grand Teton sits at the end of private cul de sac with a 1 acres tree lined parcel to the South, several areas of horse property to the west, 10 acres of horse property to the North, and large mature estate style homes to the East. The property sits exactly today as it did a decade ago with no changes to the contiguous neighborhood development. In fact the main barns were built in the 1990s.

My wife and I purchased the property with the intent to raise our children on a small farm; the way she and I were both raised. The property was a bit of a stretch for us to purchase, however, the former owners had a horse boarding and breeding business, so we felt comfortable purchasing the property knowing that we could rent our stabiles for horse boarding, and possibly find a trainer to provide horse lessons. The income should offset our mortgage payment, and supplement the costs of owning horses. As stated previously, the facilities are well laid out and mature, and the properties around us are occupied by owners who board horses as well, so we felt comfortable moving forward with our home purchased based on the fact that our new property was a well established horse facility with a history of housing more than 22 horse very comfortably and the neighbors were horse people; therefore horse friendly.

Unfortunately, a few weeks ago an anonymous complaint was filed with The City of Las Vegas that stated we are a nuisance. I've spoken at length with each neighbor who shares a property line, and all seemed very pleased that we took over the property, and have no issues with the horses or the potential of a boarding and training business. I was under the impression that in order for the City of Las Vegas to investigate a complaint, it needs to be filed by a homeowner in the immediate area around the property. I do not believe the complaint waged against us was filed by a home owner. However, we are happy to address the issues, and move forward in compliance with the City of Las Vegas. We have been told, and it is very obvious by simple visit to the property, that 5310 Grand Teton is one of the nicest equine facilities in Las Vegas.

Since we moved in December, we've had numerous inquiries from potential horse boarders, each of whom has commented on our property being one of the finest horse properties in Las Vegas because it includes real barns, with large indoor horse stalls each with fenced outdoor stall exercise areas. The property is setup with everything needed to run a successful horse business, and based on comments from the neighbors, it has had a horse business run on the property for over 10 years. We do understand concerns the City of Las Vegas may have regarding allowing for more horses on the property, as well as horse boarders, so we will address potential concerns below.

PRJ-63878
03/24/16

SUP-63982

Stalls: As stated above, there are two large horse barns on the property, each with stalls that measure a minimum 12' x 12' indoors and include a private fenced outdoor area that is also over 12' x 12' for exercise. We only allow one horse per stall. All stalls include misters, and self waters.

Manure Management: In addition to biweekly trash service with commercial dumpster, both Gilcrest Farms and UNLV gladly accept our manure weekly for use as compost. We load a dump trailer once a week and deliver to those facilities.

Parking: Parking on the property includes more than 20 spaces, with 10 in front on our private court, and 10 spaces inside the gates.

Rest Room: The large barn includes a restroom and water that is on sewer and septic, and we are happy to rent Porta Potty service if the City of Las Vegas requires.

Hours of Operation: We respect our neighbors. Feeding the animals happens twice daily beginning at 6 am, and riding in the Summer months will cease at 9 pm. In the winter months, riding stops by 8 PM. We have a large piece of property that there is significant distance between the horses and the neighbors, so noise is not an issue.

Safety: The entire facility is fenced, and horses are not allowed to roam the property. In addition to the arenas, there are two horse turn-outs that are fenced in, as well as a fenced arena. There is no smoking on property, and their are fire extinguishers, water hoses in each barn. The riding arena is lighted and placed on a timer, and each barn has lighting both indoors and outdoors. The front is gated with an automative gate that is on coded and closed at all times. All horse boarders will sign a release and horse safety notice.

Maintenance: The Facility is professionally maintained with commercial landscaping and waste removal weekly. All horse stalls are cleaned twice per day. Pest control is maintained professionally. There is no noticeable smell immolating from the property.

Commitment to the Neighborhood: R&M Ranch will be open to private borders and to the interested public for equine training. We would like to do outreach to the surrounding community by hosting small group equine programs for children and teens (with the City of Las Vegas' blessing).

Expansion: Should the City of Las Vegas provide the appropriate special use variances to allow 5310 Grand Teton Drive to convert to a commercial equine facility and house up to 20 horses (in keeping with the barns), my wife and I are considering purchasing the 1 acre parcel to the South of us, for use as an additional arena and horse training area. This will help keep the rural feel of the area, and provide additional world class facilities to the equine community.

Commercial Insurance: R&M Ranch currently carries the appropriate insurance for a commercial horse boarding and training facility.

Boarding and Training Business: R&M Ranch will lease the equine facility to a world class horse trainer that will maintain the proper business licenses & insurance. Should the City require R&M Ranch, LLC to carry a business license separately, we will acquire the appropriate licensing.

PRJ-63878
03/24/16
SUP-63982

In conclusion, we are asking the City of Las Vegas to approve the appropriate special use variances to allow 5310 Grand Teton to be used as a commercial horse boarding and equine training facility for 20 horse. What we are asking the City to approve is to utilize buildings and facilities that have existed on our property and have been used commercially, for at least 10 years. We should be grand fathered in and our facility is in keeping with the character of the neighborhood. We have provided historical images on Google Maps that support our case. The City can also review State records for Dream Walker Ranch, LLC, as that corporation operated on our property from 08/07/2007 until 2014 when it was sold to its current owners and operates on a property near ours. In fact, within a 1 mile radius, there are more than 20 horse training and equine horse boarding properties and none have the facilities that we include. We feel we have been inappropriately targeted and singled out, more than likely by a competitive facility, and we, as well as the community, will suffer a tremendous loss should our property not gain the appropriate special use variances. In fact, we will be forced to sell, or forced to explore subdividing the property and contributing to the urban sprawl of the area should we not gain our special use permits. A significant part of the value of our property is due to the equine facilities. If we are not allowed to use them as built, the property will lose value. The City of Las Vegas showed no interest in changing the facilities on the property over the last 10 plus years, and we ask that we are giving the same consideration. We appreciate your support!

Regards,

James McCarthy
Homeowner
5310 Grand Teton Drive
Las Vegas, NV 89131
702-403-2916

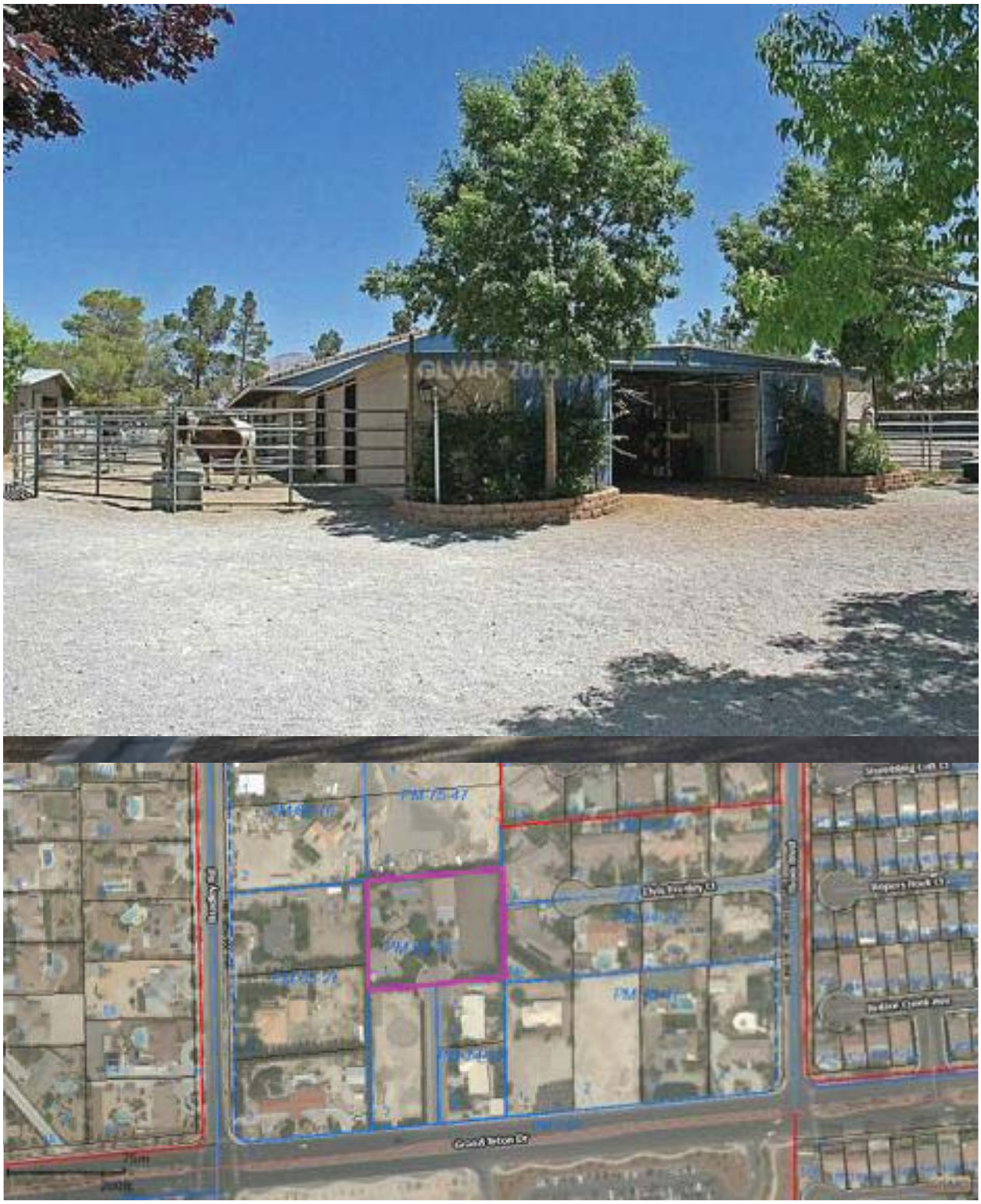
Property Photos:

SUP-63982

Street View of Property in 2011 (As per Google Maps)



Large Barn



Street View of Property in 2014 (As per Google Maps)

PRJ-63878
03/24/16

SUP-63982

Arial View of Property in 2014 (As per Google Maps)



PRJ-63878
03/24/16

SUP-63982

Small Barn outdoor exercise area and Parking



Horse Border arena viewing & Relaxation Area

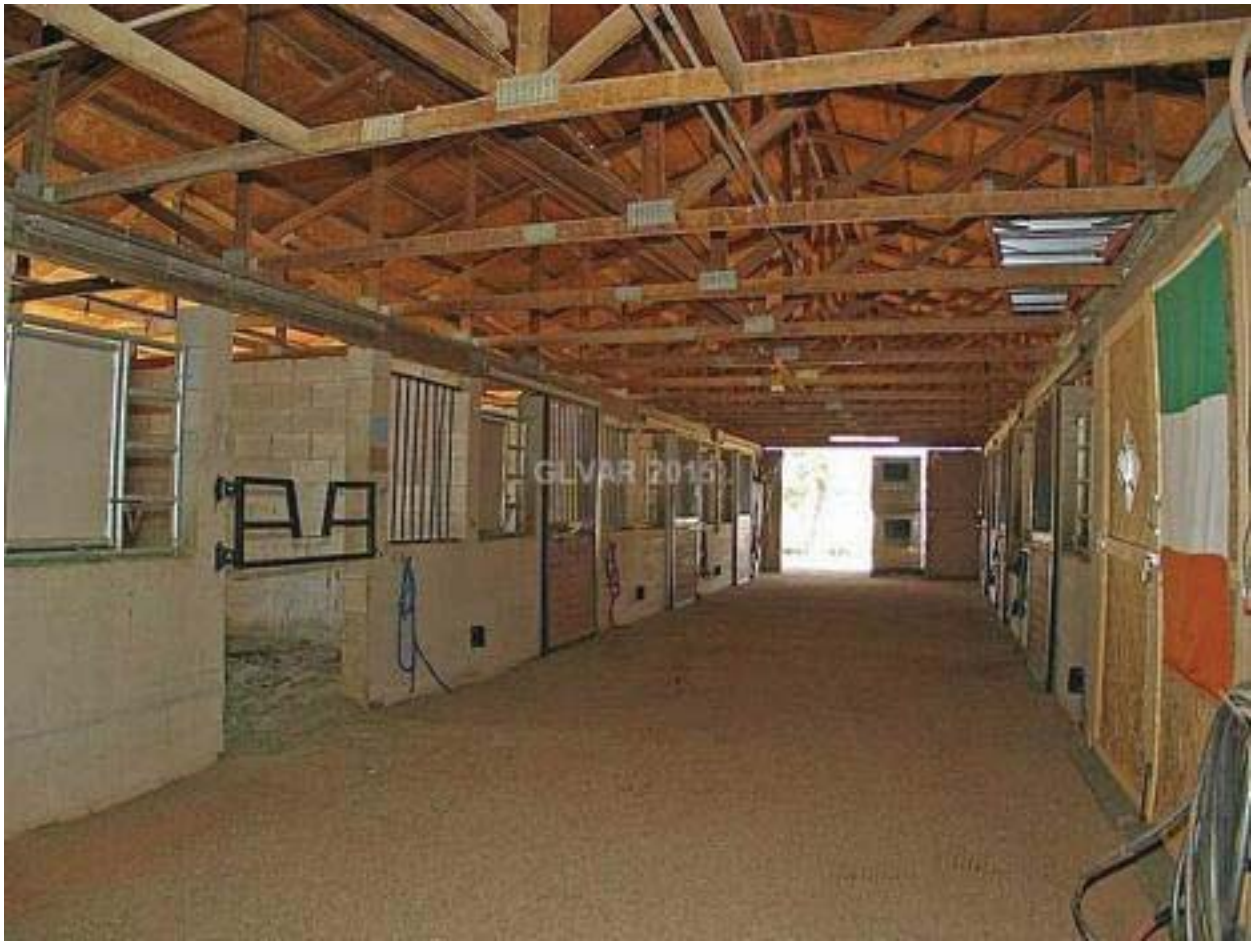


Individual Horse Exercise areas





Inside Large Barn



Horse Wash Area



SUP-63982

Parking Area inside gates



Lighted Arena



SUP-63982

2015 Street View Photo plus parking area in front area.



PRJ-63878
03/24/16

SUP-63982

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

James McCarthy

3-23-2016

Dear Neighbor,

My name is James McCarthy and I am your neighbor to the West. Myself, my wife and our two kids live at 5310 Grand Teton Drive, and as you may or may not know, the property is zone for horses. Since 1990 the property has supported various horse businesses from breading to boarding. Unbeknownst to us when we purchased the property in November 2015, none of the previous owners bothered to legitimize their horse businesses with proper licensing. Heather (my wife) and I feel differently, and in May 2016 we are presenting to the planning commission a variance to allow us to license our business to board horses and train riders from ages 3 to senior adults that include military vets, kids riding camps, and community rides. We need your support. What does this change mean to you? The change means that our facility will have the ability to afford upgrades and maintenance that was previously neglected by the prior owners. Those changes and upgrades will not negatively affect your property nor the values in the area. For instance, we just had a major tree trimming and cleanup of our property just behind your fence. This cost us several thousand dollars, however, the cleanup should prevent the potential for fire and pests. We are also replacing the arena sprinklers for dust control, as well as the lights for energy. In fact, our planned changes will increase our property value significantly, and chances are, that will positively impact your property as well. What we are proposing to the City of Las Vegas is to give us special use variances to operate a legal boarding and husbandry facility that utilizes our present horse boarding structures. There will be no new building, just improvements. Right now we have 20 stalls that have been here since 1990, and we are asking the City of Las Vegas to allow us to utilize all twenty stalls in the same way that they had been previously used for the last 20 plus years. The past owners had as many as 30 horses on the property at any given time, and we are asking for 20. The previous owners dumped manurer in the pasture behind your house, we use a commercial removal service. That costs us money, but it saves the neighborhood the smell. Twenty horses will be the maximum on the present boundary of our property and we will stick to that number as we intend to build a high-end, niche equine facility for competing and Olympic level riders, as well as schooling and pleasure riding for children, vets, and neighborhood programs. With a proper boarding operation, we can afford to pay for daily stall cleaning and waste removal. Without the variances, we can still have 9 horses, however, we will not have daily cleaning and that will mean the potential of smell, flies and longer times between waste removal. This would not be good for the neighborhood. We are asking for you to support the variances, and we hope you will come by the property to see our beautiful facility. If you have interest in riding, we are pleased to extend our services to you at no cost for a introductory ride, and reduced costs for riding lessons. Please call me with any questions.

Best Regards,

James McCarthy
702-403-2916

We support the special use variances : 5251 Elvis presley ct. LV, NV 89131

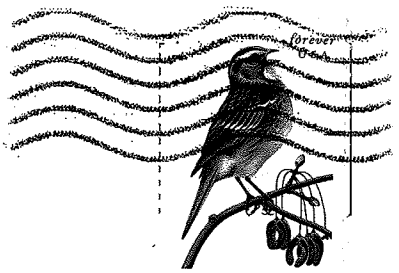
5310 Grand Teton Drive Las Vegas NV 89131
702•403•2916

PRJ-63878
03/24/16

SUP-63982

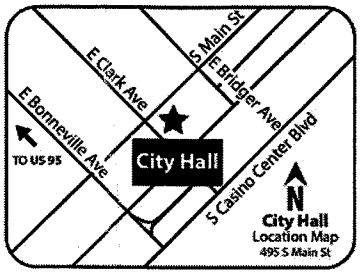
LAS VEGAS NV 890

06 MAY 2016 PM 4 L



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. 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-63981 & SUP-63982 [PRJ-63878]

Planning Commission Meeting of 5/10/2016

RECEIVED

MAY 12 2016

City of Las Vegas
Dept. of Planning

Case: SUP-63981

12512801013
SORIA MATTHEW & JENNIFER
7145 ROYAL MELBOURNE DR
LAS VEGAS NV 89131

97 BRDGNP1 89131

City of Las Vegas Agenda Item No.: **100.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:

VAR-63871 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: JUAN CORTEZ CARACOZA AND IRENE DOMINGUEZ CORTEZ CARACOZA - For possible action on a request for a Variance TO ALLOW AN EXISTING 625 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS II) [GAZEBO] IN FRONT OF THE PRIMARY STRUCTURE WHERE SUCH IS NOT ALLOWED, TO ALLOW AN EIGHT-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED, AND TO ALLOW AN EXISTING SIX-FOOT SOLID RETURN WALL WHERE TWO FEET IS ALLOWED WITHIN THE FRONT YARD on 0.34 acres at 1661 Leonard Lane (APN 138-24-814-017), R-D (Single Family Residential-Restricted) Zone, Ward 5 (Barlow) [PRJ-63763]. Staff recommends DENIAL. The Planning Commission (4-0 vote) recommends APPROVAL.

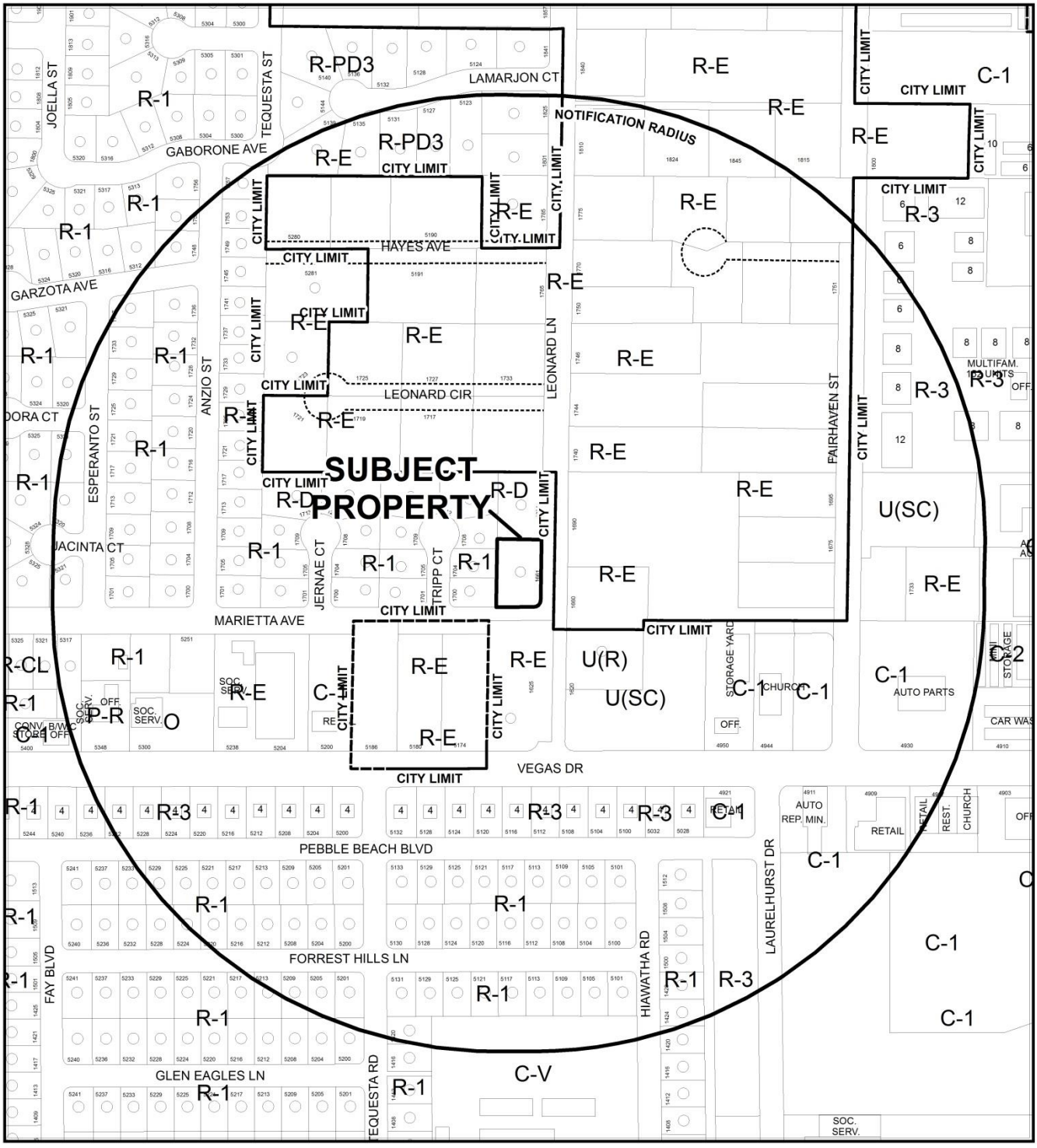
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (4-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

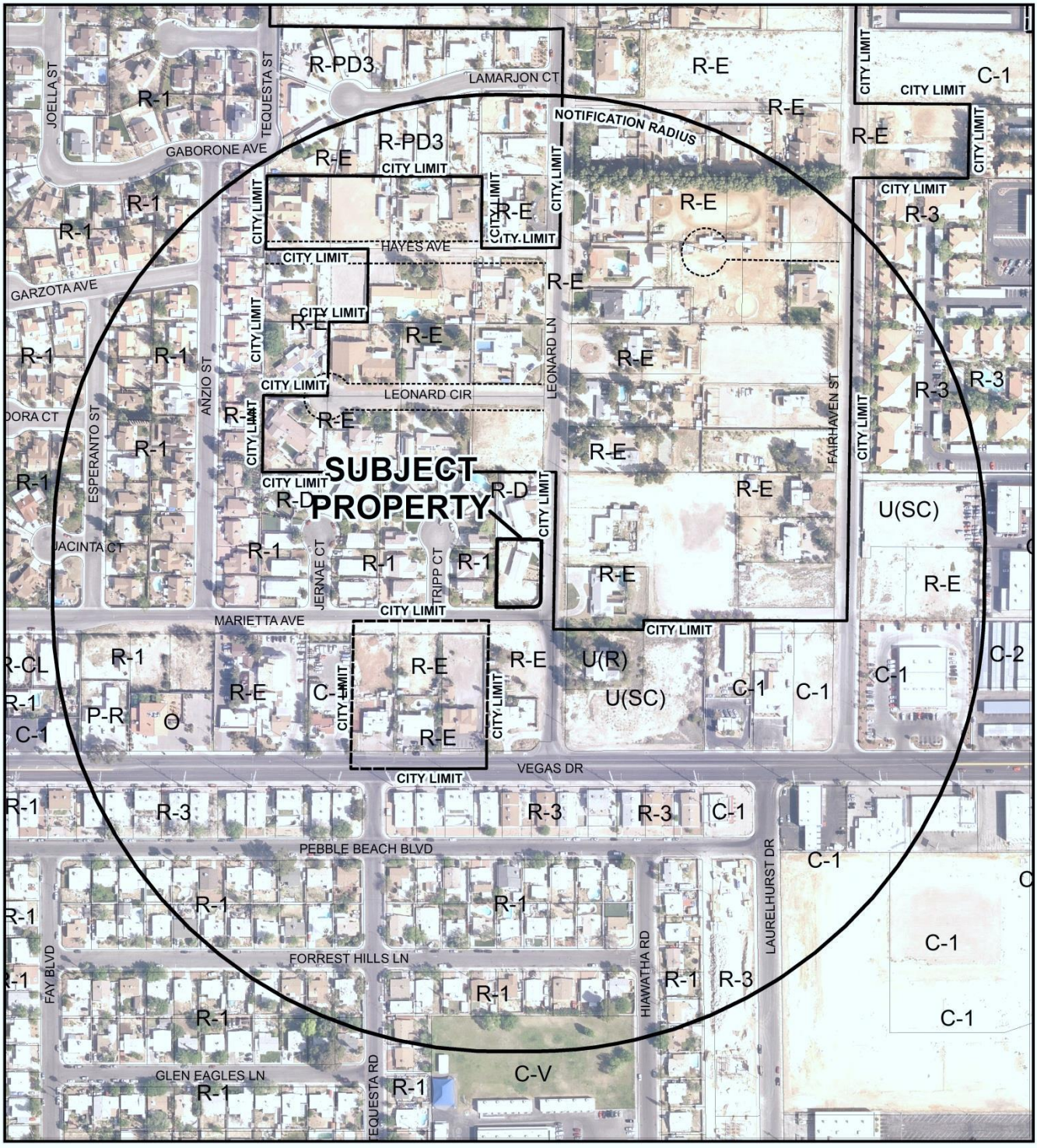
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Back up Submitted at the May 10, 2016 Planning Commission Meeting



CASE: **VAR-63871 (PRJ-63763)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-D (SINGLE FAMILY RESIDENTIAL – RESTRICTED)



CASE: **VAR-63871 (PRJ-63763)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-D (SINGLE FAMILY RESIDENTIAL – RESTRICTED)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: JUAN CORTEZ CARACOZA AND IRENE DOMINGUEZ CORTEZ CARACOZA

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-53871	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

VAR-63871 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety within 90 days from approval.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is for a variance request for an existing Accessory Structure (Class II) [Gazebo] and a six-foot tall solid return wall within the front yard at 1661 Leonard Lane. The accessory structure was partially built without obtaining the proper building permit. The structure is located in front of the primary dwelling and is within eight feet of the front property line. In addition, a solid return wall was constructed in 2012, with a building permit approved at two-feet. The subject property is sufficient in size to allow an accessory structure and the return wall. The wall was constructed beyond the scope of the building permit and exceeds Title 19.06 requirements. The applicant has created a self-imposed hardship by building the structure at the front of the primary structure and building the solid return wall beyond the height limit; therefore, staff recommends denial. If this application is denied, the existing structure must be removed and the existing solid wall must be lowered to the height of two feet, meeting Title 19.06 standards.

ISSUES

- The Accessory Structure (Class II) [Gazebo] was constructed without a building permit and is located within the front yard setback, which is not allowed. Staff does not support the request.
- The existing solid return wall at the southeast corner of the house to the front property line was permitted for only two feet tall. Staff does not support an increased solid fence/wall height.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
08/11/94	The Planning Commission approved an Annexation [A-0018-94 (A)] on a property generally located on the west side of Leonard Lane, approximately 330 feet north of Vegas Drive. Staff recommended approval.
01/25/95	The City Council approved a request for a Rezoning (Z-0156-94) for reclassification of property located on the west side of Leonard Lane, approximately 300 feet north of Vegas Drive, from: N-U (Non-Urban), to; R-D (Single Family Residence Restricted) and R-1 (Single Family Residence. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/10/16	The Planning Commission unanimously voted to recommend APPROVAL of a request for a Variance (VAR-63871) TO ALLOW AN EXISTING 625 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS II) [GAZEBO] IN FRONT OF THE PRIMARY STRUCTURE WHERE SUCH IS NOT ALLOWED, TO ALLOW AN EIGHT-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED, AND TO ALLOW AN EXISTING SIX-FOOT SOLID RETURN WALL WHERE TWO FEET IS ALLOWED WITHIN THE FRONT YARD on 0.34 acres at 1661 Leonard Lane (APN 138-24-814-017), R-D (Single Family Residential-Restricted) Zone, Ward 5 (Barlow) [PRJ-63763].

Most Recent Change of Ownership	
07/17/12	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/29/00	A building permit (#382177) was issued for a six-foot by 300-foot long decorative block wall for lots 17 and 18 at 5202 Marietta Avenue (address of the residential subdivision). The building permit was finaled on 01/17/01. Lot 17 is 1661 Leonard Lane and is subject property for this variance application.
07/23/12	A building permit (#216035) for a front yard wall at 1661 Leonard Lane. The permit was finaled on 09/13/12
02/11/16	A plan check review (#311073) was submitted through the Building and Safety Department for a Detached Structure/Cabana at 1661 Leonard Lane. The review was denied because it cannot proceed until additional information is provided and pending status is removed.
02/08/16	A code enforcement case (#163228) was initiated due to a large structure erected on front of the residential property without permit. This case has not yet resolved.

Pre-Application Meeting	
03/09/16	A pre-application meeting was held with the applicant to discuss the submittal requirements for the Variance application.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/31/16	A field check by staff observed a partially constructed Accessory Structure (Class II) and the solid return wall on the subject property.

Details of Application Request	
Site Area	
Net Acres	0.35

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Detached	R (Rural Density Residential)	R-D (Single-Family Residential-Restricted)
North	Single Family, Detached	R (Rural Density Residential)	R-D (Single-Family Residential-Restricted)
South	Single Family, Detached	R (Rural Density Residential)	R-E (Residence Estates)
East	Single Family, Detached	RN (Rural Neighborhood Density Residential) – Clark County	R-E (Residence Estates) – Clark County
West	Single Family, Detached	R (Rural Density Residential)	R-1 (Single-Family Residential)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (105 feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	10,000 SF	15,216 SF	Y
Min. Lot Width	80 Feet	85 Feet	Y
Accessory Structure (Class II) Min. Setbacks: • Front	Not Permitted	8 Feet	N
Min. Distance Between Buildings	10 Feet	10 Feet	Y
Front Yard Wall	2 Feet	6	N

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Leonard Lane	Local Street	N/A	60	Y

ANALYSIS

The subject property contains an existing 625 square-foot Accessory Structure (Class II) [Gazebo], which was partially constructed within the front yard setback along Leonard Lane. The placement of the accessory structure is not permitted in the front yard setback according to Title 19.06.065. No building permit was issued, which resulted in non-compliance of the accessory structure placement.

A solid return wall within the front yard setback area was permitted with a height for two feet in 2012. In the plan check review of the building permit; it was determined that the return wall was within the front yard, therefore permitted the two-foot solid wall. Upon its construction the wall was erected beyond the two-foot height limit as permitted by the building permit review and Title 19.06.065.

The applicant is requesting a Variance to allow the existing structure to remain in its current location and to allow the existing solid return wall at its current height of six feet within the front yard setback. There are no unique circumstances with this Variance request and staff recommends denial, if approved it is subject to conditions.

FINDINGS (VAR-63871)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by constructing the Accessory Structure (Class II) [Gazebo] within the front yard setback area and building the wall over the maximum height of two feet solid wall within the front yard. Alternative to this Variance is to relocate the existing accessory structure away from the front yard setback somewhere else in the property within the side and rear yard setback area and to lower the existing solid return wall as approved building permit (#216035) which would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 16

NOTICES MAILED 211 (By City Clerk)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

VAR-63871

Case Number: PRJ-63763 APN: 138-24-814-017

Name of Property Owner: Juan Cortez Caracoza

Name of Applicant: Juan Cortez Caracoza

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: Juan Cortez-Caracoza

Subscribed and sworn before me

This 15th day of March, 2016

_____

Notary Public in and for said County and State

LEONOR C QUINTERO
Notary Public, State of Nevada
Appointment No. 14-14310-1
My Appt. Expire June 5, 2018

PRJ-63763
03/17/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) 1661 Leonard Lane Las Vegas NV 89108

Project Name PRJ- 63763 **Proposed Use** _____

Assessor's Parcel #(s) 138-24-814-017 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Juan Cortez Caracoza **Contact** Juan Cortez Caracoza

Address 1661 Leonard Lane **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89108

E-mail Address dominguez.irene@yahoo.com

APPLICANT Juan Cortez Caracoza **Contact** Juan Cortez Caracoza

Address 1661 Leonard Lane **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89108

E-mail Address dominguez.irene@yahoo.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 Juan Cortez-Caracoza

Subscribed and sworn before me

This 15th day of March, 2016.

_____

Notary Public in and for said County and State

LEONOR C QUINTERO
Notary Public, State of Nevada
Appointment No. 14-14310-1
My Appt. Expires June 5, 2018

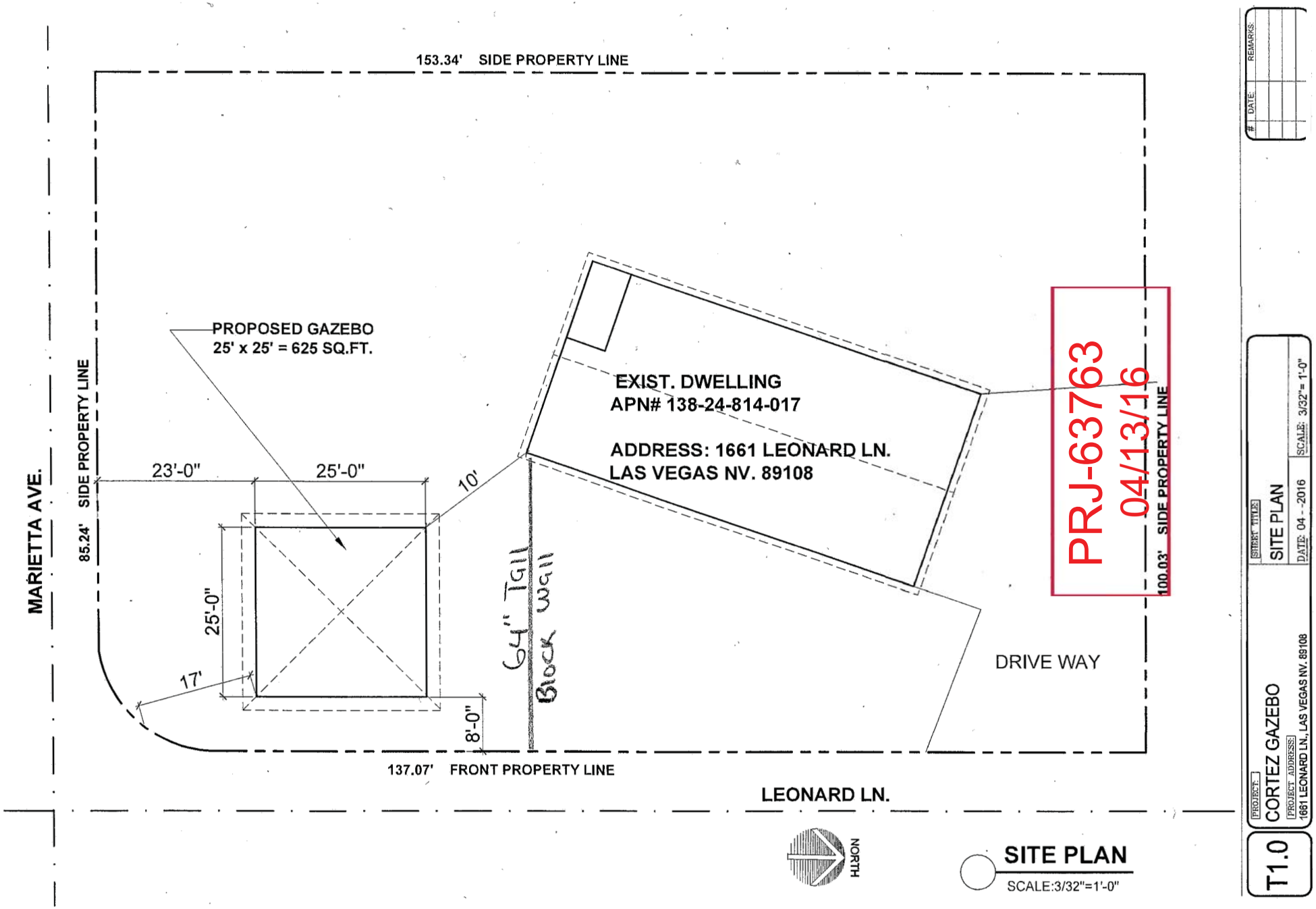
Revised 10/27/08

FOR DEPARTMENT USE ONLY

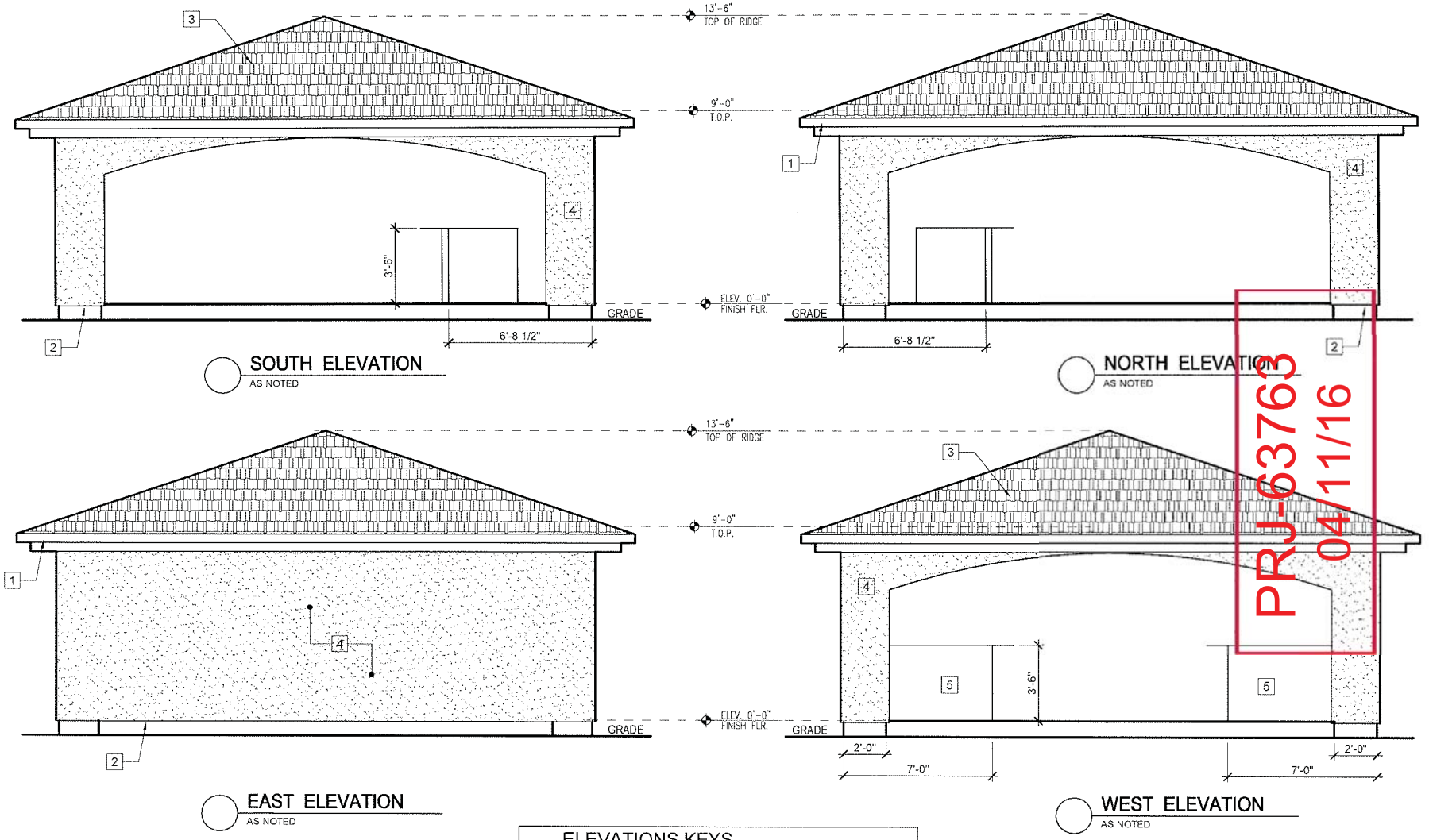
Case #	VAR-63871
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

*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-63763
03/17/16



VAR-63871 - REVISED



ELEVATIONS KEYS	
1	ROUGH SAWN FASCIA
2	CONTINUOS STUCCO WEEP SCREED
3	CONC. TILE TO MATCH DWELLING TILE STYLE & COLOR
4	3 COAT STUCCO SYSTEM, TO MATCH DWELLING TEXTURE & COLOR
5	2 INTERIOR COUNTERTOPS - BARS, OWNER TO CHOOSE DESIGN

PRJ-63763
04/11/16

#	DATE	REMARKS

PROJECT: CORTEZ GAZEBO
PROJECT ADDRESS: 1661 LEONARD LN. LAS VEGAS NV. 89108
SHEET TITLE: BLDG. ELEVATIONS
DATE: 04-2016
SCALE: 1/4" =1'-0"

A2.0

VAR-63871 - REVISED



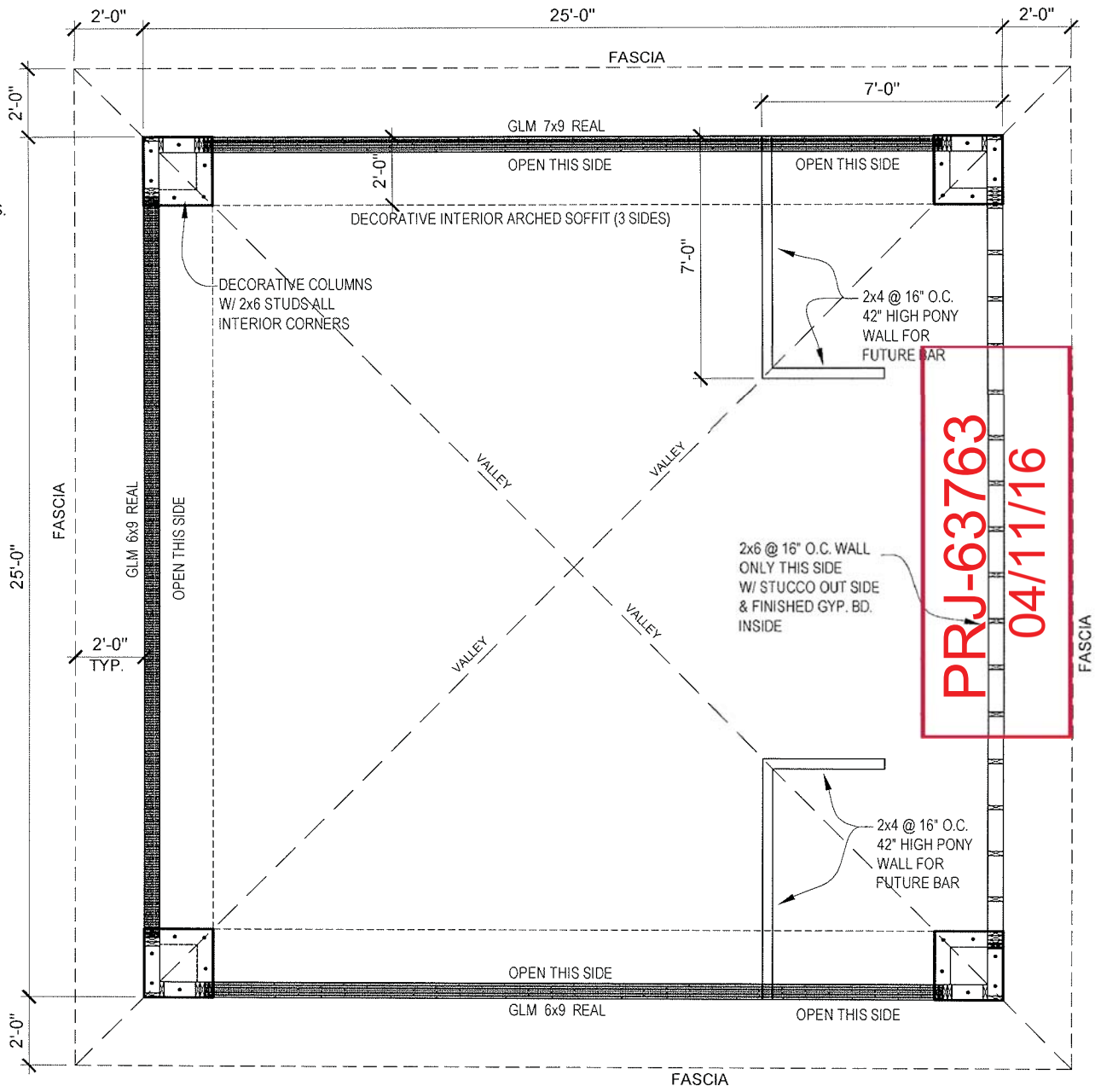
VAR-63871 - REVISED



VAR-63871 - REVISED

FLOOR PLAN NOTES:

1. WRITTEN DIMENSION ON THIS DRAWING SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.
2. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE REQUIREMENTS OF LOCAL BUILDING CODES.



GAZEBO FLOOR PLAN

SCALE: 3/8" = 1'-0"

#	DATE	REMARKS

PROJECT:
CORTEZ GAZEBO
PROJECT ADDRESS:
1661 LEONARD LN, LAS VEGAS, NV. 89108

SHEET TITLE:
FLOOR PLAN

DATE: 03-=- 2016

SCALE: 3/8"= 1'-0"

A1.0

VAR-63871 - REVISED



VAR-63871 [PRJ-63763] - VARIANCE - APPLICANT/OWNER: JUAN CORTEZ CARACOZA AND IRENE DOMINGUEZ CORTEZ CARACOZA
1661 LEONARD LANE

03/31/16



VAR-63871 [PRJ-63763] - VARIANCE - APPLICANT/OWNER: JUAN CORTEZ CARACOZA AND IRENE DOMINGUEZ CORTEZ CARACOZA
1661 LEONARD LANE

03/31/16



VAR-63871 [PRJ-63763] - VARIANCE - APPLICANT/OWNER: JUAN CORTEZ CARACOZA AND IRENE DOMINGUEZ CORTEZ CARACOZA
1661 LEONARD LANE

03/31/16



VAR-63871 [PRJ-63763] - VARIANCE - APPLICANT/OWNER: JUAN CORTEZ CARACOZA AND IRENE DOMINGUEZ CORTEZ CARACOZA
1661 LEONARD LANE

03/31/16

April 11, 2016

Department of Planning

City of Las Vegas

333 N. Rancho Drive

Las Vegas, Nevada 89106

To Whom It May Concern:

The Purpose of the letter is to ask the City of Las Vegas for a variance to allow us to continue building a gazebo-in what we formally considered our backyard-which the city defined (unbeknownst to us) in a previous permit taken out for the six foot wall on the property, as the "front yard "of our home at 1661 Leonard Lane. The confusion of the front yard verses backyard is due both to the very irregular shape of our house and its placement on the lot. Our need to now ask for the variance is because, according to the city codes (as we now understand them), whichever section of your property is nearest to the predominant street, the city considers that side of the house as having the front yard.

With consideration for the neighbors, we have only two neighboring houses that are directly affected by the placement of the gazebo on our property. As it currently sits, the gazebo is further away from these neighboring houses than if it were moved to the backyard. Furthermore, it currently does not obstruct the view of our neighbors.

We also need to request the City to allow the 64" tall existing side wall to stay where it was built, due to the confusion with the back yard.

Thank you for your time and consideration of our very difficult situation and respectfully ask that the City of Las Vegas grants us this variance so that we can continue Building our gazebo.

Sincerely,

Juan Cortez and Irene Dominguez

1661 Leonard Lane

Las Vegas, NV 89108

VAR-63871 - REVISED

PRJ-63763
04/13/16

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

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-63871 [PRJ-63763]

Planning Commission Meeting of 5/10/2016

53 BRDGNP1 89106

RECEIVED

MAY 10 2016

City of Las Vegas
Dept. of Planning

Case: VAR-63871
13824803006
EWING MARY KATHERINE REV LIV TR
EWING MARY KATHERINE TRS
1750 LEONARD LN
LAS VEGAS NV 89108-2321

Submitted after final agenda

Date 5/10/2016 Item 55A

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.

VAR-63871 [PRJ-63763]
Planning Commission Meeting of 5/10/2016

RECEIVED
MAY 10 2016
City of Las Vegas
Dept. of Planning

Case: VAR-63871

13824811002
REIBER SARAH M
1748 ANZIO ST
LAS VEGAS NV 89108-2322

53 BRDCNP1 89106

55A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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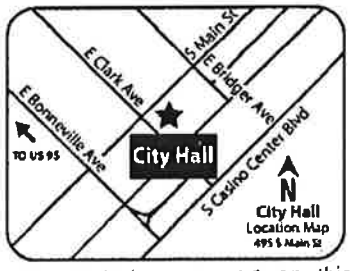
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-63871 [PRJ-63763]
Planning Commission Meeting of 5/10/2016

53 BRDCMP1 89106

RECEIVED

MAY 10 2016

City of Las Vegas
Dept. of Planning

Case: VAR-63871
13824812009
CHAPMAN BILLY R & O S REV LIV TR
CHAPMAN BILLY R & OPHELIA S TRS
1712 ANZIO ST
LAS VEGAS NV 89108-2326

55A

City of Las Vegas Agenda Item No.: **101.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

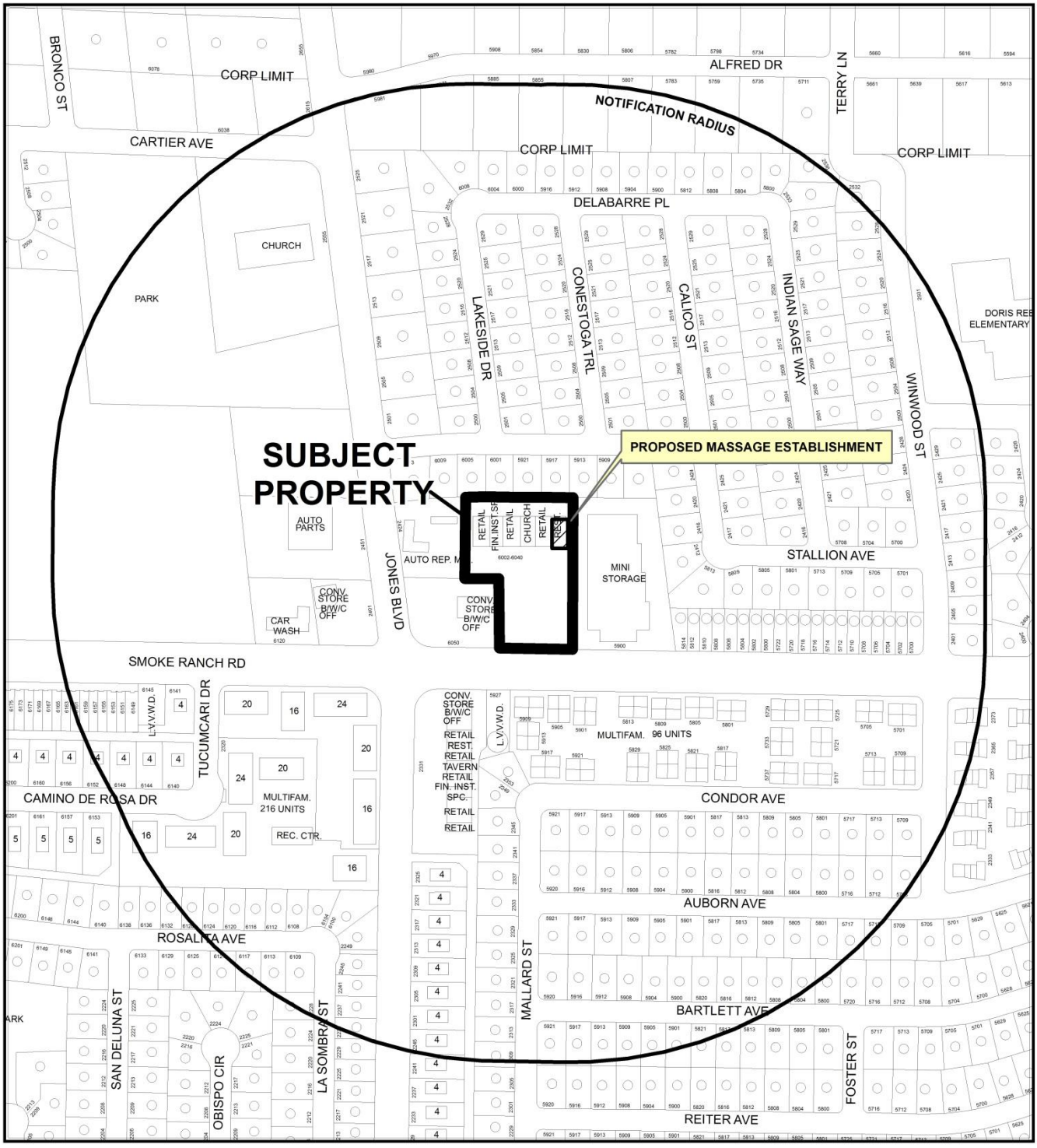
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-63746 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: AGELESS ASCENSION DAY SPA - OWNER: RUGGED OAKS INVESTMENTS, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 2,153 SQUARE-FOOT MASSAGE ESTABLISHMENT WITH A WAIVER TO ALLOW A DISTANCE SEPARATION OF ZERO FEET FROM A CHURCH/HOUSE OF WORSHIP FROM A RESIDENTIAL USE WHERE 400 FEET IS THE MINIMUM DISTANCE REQUIRED at 6006 Smoke Ranch Road (APN 138-13-401-003), C-1 (Limited Commercial) Zone, Ward 5 (Barlow) [PRJ-63615]. Staff recommends DENIAL. The Planning Commission (4-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (4-0 vote) 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. Justification Letter
6. Back up Submitted at the May 10, 2016 Planning Commission Meeting



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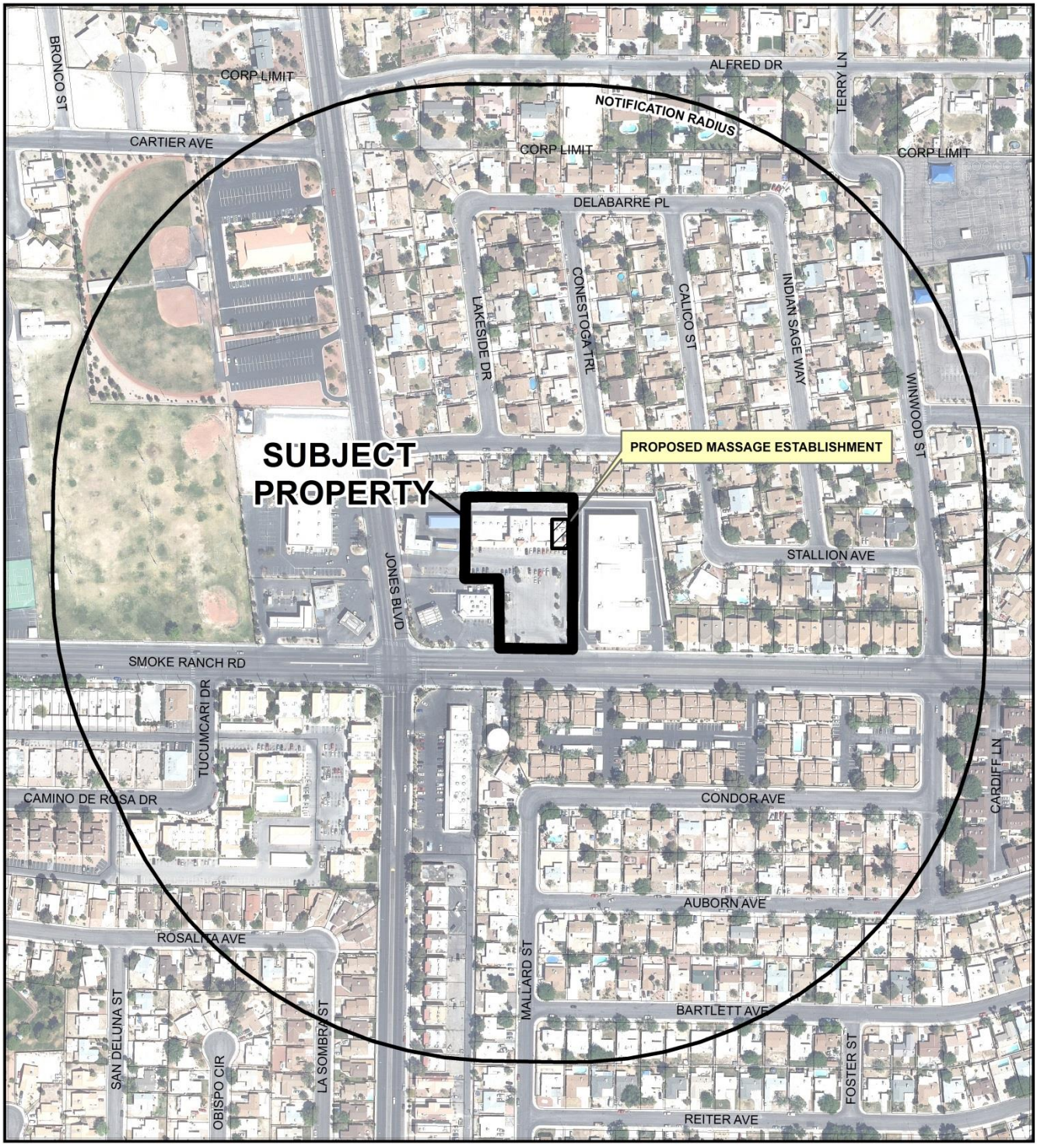
CASE: **SUP-63746 (PRJ-63615)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



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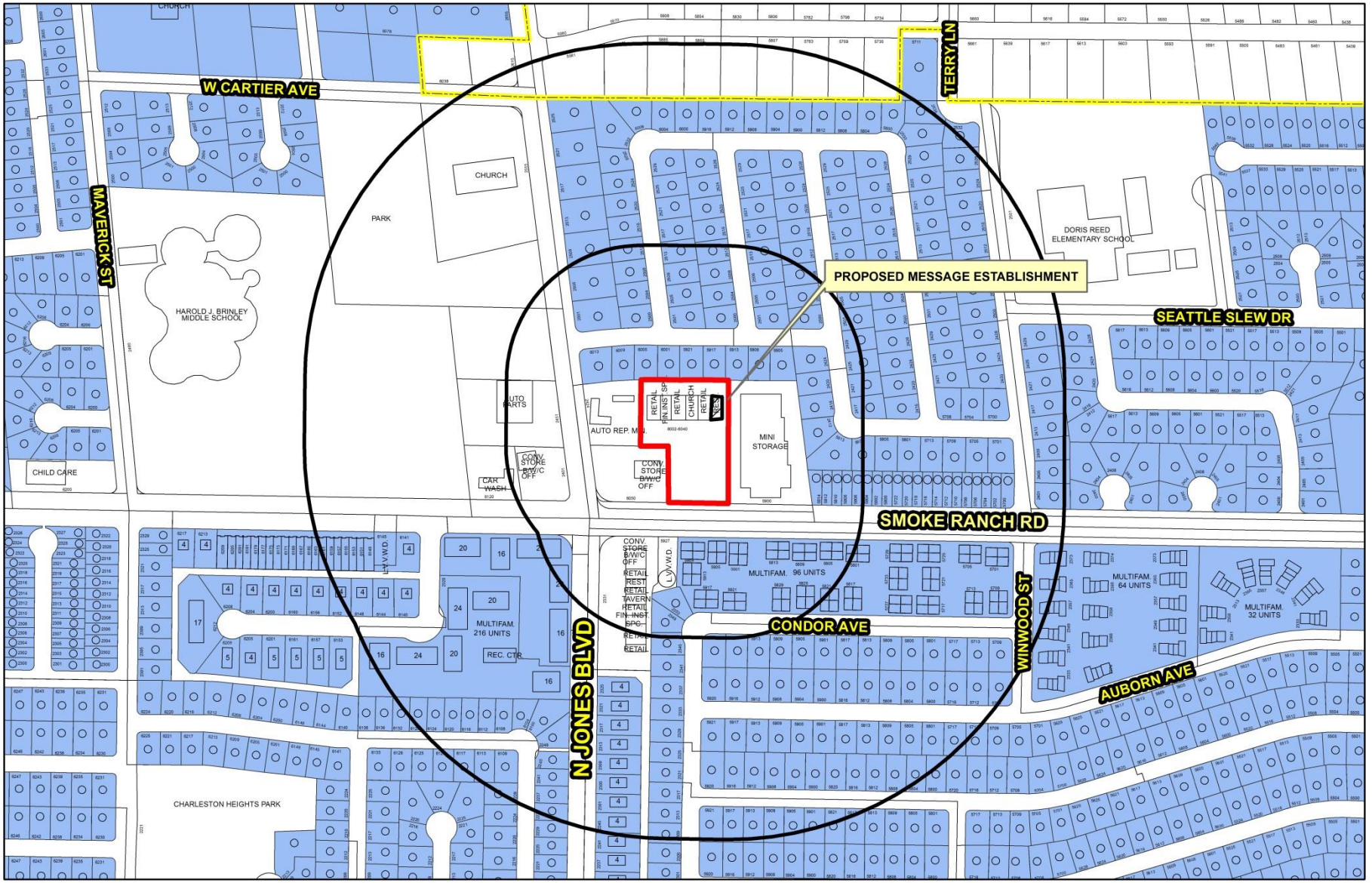
CASE: **SUP-63746 (PRJ-63615)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-63746 (PRJ-63615)

Massage Establishment

Business Licenses

Massage Establishment

Protected Uses

RELIGIOUS

CITY PARKS

SCHOOLS

Child Care/ Children Facility

Private Schools

Subject Property

Residential Property

400' & 1000' 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, April 21, 2016

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: AGELESS ASCENSION DAY SPA - OWNER: RUGGED OAKS INVESTMENTS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-63746	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

SUP-63746 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Massage Establishment use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. A Waiver from Title 19.12 is hereby approved, to allow a distance separation of zero feet from a church/house of worship and from a residential use where 400 feet is the minimum distance required.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed 2,153 square-foot Massage Establishment at 6006 Smoke Ranch Road. The applicant currently operates a day spa business within the proposed tenant space and would like to expand the business to include massage. The proposed Massage Establishment would locate within an existing 14,539 square-foot commercial development. The massage establishment use is consistent with Title 19 with the exception of minimum distance separation requirements. Specifically, a distance separation of zero feet from a church/house of worship and from a residential use where 400 feet is the minimum distance required. The applicant is requesting a Waiver to address the issue. The subject location is not compatible for the intensity of the proposed use, due to the proximity of the subject site to an existing church/house of worship and residential property; therefore, staff recommends denial. If denied, the use would not be permitted at the subject location.

ISSUES

- Per Title 19.12, a Massage Establishment use is permissible in the C-1 (Limited Commercial) zoning district with approval of a Special Use Permit.
- A Waiver is required to allow a distance separation of zero feet from a church/house of worship and from a residential use where 400 feet is the minimum distance required.
- The subject site currently has a business license (#M11-99628) issued for an Accessory Massage Establishment (Ageless Ascension Day Spa) located at 6006 Smoke Ranch Road. The license is still active.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/02/87	The City Council approved a request for a reclassification of property (Z-0068-87) and Plot Plan Review from R-1 (Single Family Residential) to C-1 (Limited Commercial) for a proposed shopping center development on property located on the northeast corner of Jones Boulevard and Smoke Ranch Road. The Planning Commission recommended approval of the request.
11/28/05	The Planning Department administratively approved a request for a Site Development Plan review (SDR-19827) to allow a proposed 53 foot Wireless Communication Facility, Flagpole/Monopole at 6000 Smoke Ranch Road.
06/05/08	The Planning Department administratively approved a request for a Site Development Plan Review (SDR-28092) to allow the placement of three roof-mounted antennas at a height of 42 feet to an existing commercial building located at 6000 Smoke Ranch Road.
08/14/08	The Planning Department administratively denied a request for a Site Development Plan Review (SDR-28845) to allow a proposed 80-foot tall Wireless Communication Facility, Stealth Design (Monopine) at 6000 Smoke Ranch Road.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/20/08	The Planning Commission denied a request for a Special Use Permit (SUP-30343) for a proposed 70-foot tall Wireless Communication Facility, Stealth Design (Monopine) at 6000 Smoke Ranch Road. Staff recommended denial of the request.
06/25/09	The Planning Department administratively denied a request for a Site Development Plan Review (SDR-34405) for a 20-foot tall cupola extension to an existing building for a Wireless Communication Facility, Stealth Design located at 6000 Smoke Ranch Road.
	The Planning Department administratively approved a request for a Site Development Plan Review (SDR-34438) for the co-location of three (3) antennas and three (3) microwave dish antennas at the 37'-5" centerline inside an existing 53-foot tall Wireless Communication Facility, Stealth Design (Flag Pole) located at 6002 Smoke Ranch Road.
01/06/10	The City Council withdrew without prejudice a request for a Special Use Permit (SUP-35744) for a proposed 62-foot tall Wireless Communication Facility, Stealth Design (Building Mounted) and the relocation of three existing antennas at 6000 Smoke Ranch Road. The Planning Commission and Staff recommended approval of the request.
	The City Council withdrew without prejudice a request for a Variance (VAR-35746) to allow a 112-foot setback where Residential Adjacency Standards require 185 feet for a proposed Wireless Communication Facility, Stealth Design (Building Feature Extension) at 6000 Smoke Ranch Road. The Planning Commission and Staff recommended approval of the request.
05/10/16	The Planning Commission unanimously voted to recommend APPROVAL on a request for a Special Use Permit (SUP-63746) for a proposed 2,153 square-foot massage establishment with a waiver to allow a distance separation of zero feet from a church/house of worship from a residential use where 400 feet is the minimum distance required at 6006 Smoke Ranch Road (APN 138-13-401-003), C-1 (Limited Commercial) Zone, Ward 5 (Barlow) [PRJ-63615].

Most Recent Change of Ownership	
07/03/13	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
06/04/14	A business license (#B05-99625) was issued for a Cosmetology Establishment (Ageless Ascension Day Spa) located at 6006 Smoke Ranch Road. The license is still active.
	A business license (#G50-99626) was issued for General Retail Sales (Ageless Ascension Day Spa) located at 6006 Smoke Ranch Road. The license is still active.

Related Building Permits/Business Licenses	
06/04/14	A business license (#M11-99628) was issued for an Accessory Massage Establishment (Ageless Ascension Day Spa) located at 6006 Smoke Ranch Road. The license is still active.

Pre-Application Meeting	
03/01/16	Submittal requirements for a Special Use Permit application were discussed with the applicant.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/31/16	Staff performed a routine field check and noted a well maintained commercial development.

Details of Application Request	
Site Area	
Net Acres	1.83

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Commercial Development	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single-Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
South	Multi-Family Residential	M (Medium Density Residential)	R-PD20 (Residential Planned Development – 20 Units per Acre)
	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
	Las Vegas Valley Water District	PF (Public Facilities)	C-V (Civic)
East	Mini-Storage	SC (Service Commercial)	C-1 (Limited Commercial)
West	Convenience Store and Auto Repair Garage, Minor	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (70 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Jones Boulevard	Major Collector	Master Plan of Streets and Highways	80	Y
Smoke Ranch Road	Primary Arterial	Master Plan of Streets and Highways	100	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	
Commercial Development	14,539 SF	1:175 SF	84				
TOTAL SPACES REQUIRED			84		140		Y
Regular and Handicap Spaces Required			80	4	135	5	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
The use may not be located within 400 feet of any church/house of worship, school, City park, individual care center licensed for more than 12 children, or any parcel zoned for residential use.	To allow a distance separation of zero feet from a church/house of worship and from a residential use where 400 feet is the minimum distance required	Denial

ANALYSIS

This is a request for a Special Use Permit for a proposed 2,153 square-foot Massage Establishment located at 6006 Smoke Ranch Road. The subject tenant space is located within an existing 14,539 square-foot commercial development. The subject site currently has a business license (#M11-99628) issued for an Accessory Massage Establishment (Ageless Ascension Day Spa) located at 6006 Smoke Ranch Road, which is limited to 150 square-feet of floor area. The applicant has indicated on the submitted floor plan that they would like to expand the use so it can be done in three rooms within the tenant space which exceed 150 square feet in size. The Massage Establishment use is defined by Title 19.18 as: "A facility which is occupied and used for the purpose of practicing massage therapy as defined in LVMC Chapter 6.52. This use does not include the use "accessory massage", as defined in this Title."

The Minimum Special Use Permit Requirements for this use include:

1. The use shall comply with all applicable requirements of LVMC Title 6.

   The proposed use meets this requirement, as a condition of approval has been added requiring compliance with all applicable LVMC Title 6 requirements.

2. The use must be located on a secondary thoroughfare or larger.

   The proposed use meets this requirement, as the subject site is located along Jones Boulevard, an 80-foot Major Collector and Smoke Ranch Road, a 100-foot wide Primary Arterial as indicated on the Master Plan of Streets and Highways

1. The use may not be located within 400 feet of any church/house of worship, school, City park, individual care center licensed for more than 12 children, or any parcel zoned for residential use.

   The proposed use does not meet this requirement, as there is a church/house of worship and residentially zoned properties within 400 feet of the subject site. The applicant is requesting a Waiver to address the issue. Specifically, the applicant is requesting a Waiver to allow a distance separation of zero feet from a church/house of worship and from a residential use where 400 feet is the minimum distance required.

2. The use may not be located within 1,000 feet of any other massage establishment.

   The proposed use meets this requirement, as there are no other massage establishments located within 1,000 feet of the subject property.

3. The hours of operation shall be limited to the period between 6:00 a.m. and 10:00 p.m., unless further limited by the City Council on a case-by-case basis.

   The proposed use meets this requirement, as the applicant indicates in the submitted justification letter, date stamped 03/08/16, that the hours of operation would be Monday through Sunday, 8:00 a.m. to 8:00 p.m.

The proposed use would be located within an established commercial development with retail and general office uses. Other than the minimum use requirements in Title 19.12, there are no special development requirements pertaining to this site. At this time there are no other similar uses within the commercial development. However, the subject location is not compatible for the intensity of the proposed use, due to the proximity of the subject site to the existing church/house of worship and residentially zoned properties; therefore, staff recommends denial of this request.

FINDINGS (SUP-63746)

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 tenant space consists of an established day spa business located within an existing commercial development along with other similar and compatible uses. The applicant is requesting a waiver of minimum distance separation requirements from an existing church/house of worship and residentially zoned properties. As a result, the use cannot operate harmoniously with those protected land uses located in such close proximity to the subject site.

2. The subject site is physically suitable for the type and intensity of land use proposed.

The site contains an existing 14,539 square-foot commercial development with other retail and general office uses. This site contains adequate parking for all uses, and the proposed use does not generate the need for any additional parking spaces.

3. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.

The proposed Massage Establishment can be accessed from Jones Boulevard, a 80-foot Major Collector and Smoke Ranch Road, a 100-foot Primary Arterial as indicated on the Master Plan of Streets and Highways that has adequate capacity to serve the existing 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 Massage Establishment 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 Massage Establishment does not adhere to minimum distance separation requirements. The applicant is requesting a waiver of minimum distance separation requirements from an existing church/house of worship and residentially zoned properties. As a result, the use cannot operate harmoniously with those protected land uses located in such close proximity to the subject site.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

NOTICES MAILED 428 (By City Clerk)

APPROVALS 0

PROTESTS 2

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-63746 APN: 138-13-401-003

Name of Property Owner: Rugged Oaks Investments, LLC

Name of Applicant: Charity Franklin

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: Carmen Aguilar for Rugged Oaks Investments, LLC

Subscribed and sworn before me

This 12 day of Feb, 2016

_____

Notary Public in and for said County and State

CHARLES C. FITZGERALD
STATE OF NEVADA
NOTARY PUBLIC
APPT. NO. 00-60677-1
MY APPT. EXPIRES 02-19-2020

PRJ-63615
03/08/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Ageless Ascension-Massage Establishment License

Project Address (Location) 6006 Smoke Ranch Rd. Las Vegas, NV 89108

Project Name Massage Establishment License **Proposed Use** _____

Assessor's Parcel #(s) 138-13-401-003 **Ward #** _____

General Plan: existing X proposed _____ **Zoning:** existing X proposed _____

Commercial Square Footage 2180 **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Rugged Oaks Investments, LLC **Contact** Carmen Aguilar

Address 2320 Potosi St. Ste.#130 **Phone:** (702) 666-1867 **Fax:** (702) 541-9592

City Las Vegas **State** NV **Zip** 89146

E-mail Address caguilar@wedgewood-inc.com

APPLICANT Charity Franklin **Contact** Charity Franklin

Address 6006 Smoke Ranch Rd **Phone:** (702) 395-8826 **Fax:** (702) 395-3435

City Las Vegas **State** NV **Zip** 89108

E-mail Address agelessascesion@gmail.com

REPRESENTATIVE N/A **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 CARMEN AGUILAR

Subscribed and sworn before me

This 12 day of FEB, 2016.

_____

Notary Public in and for said County and State

CHARLES C. FITZGERALD
STATE OF NEVADA
NOTARY PUBLIC
APPT. NO. 00-60677-1
MY APPT. EXPIRES 02-19-2020

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-63746
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-63615
03/08/16

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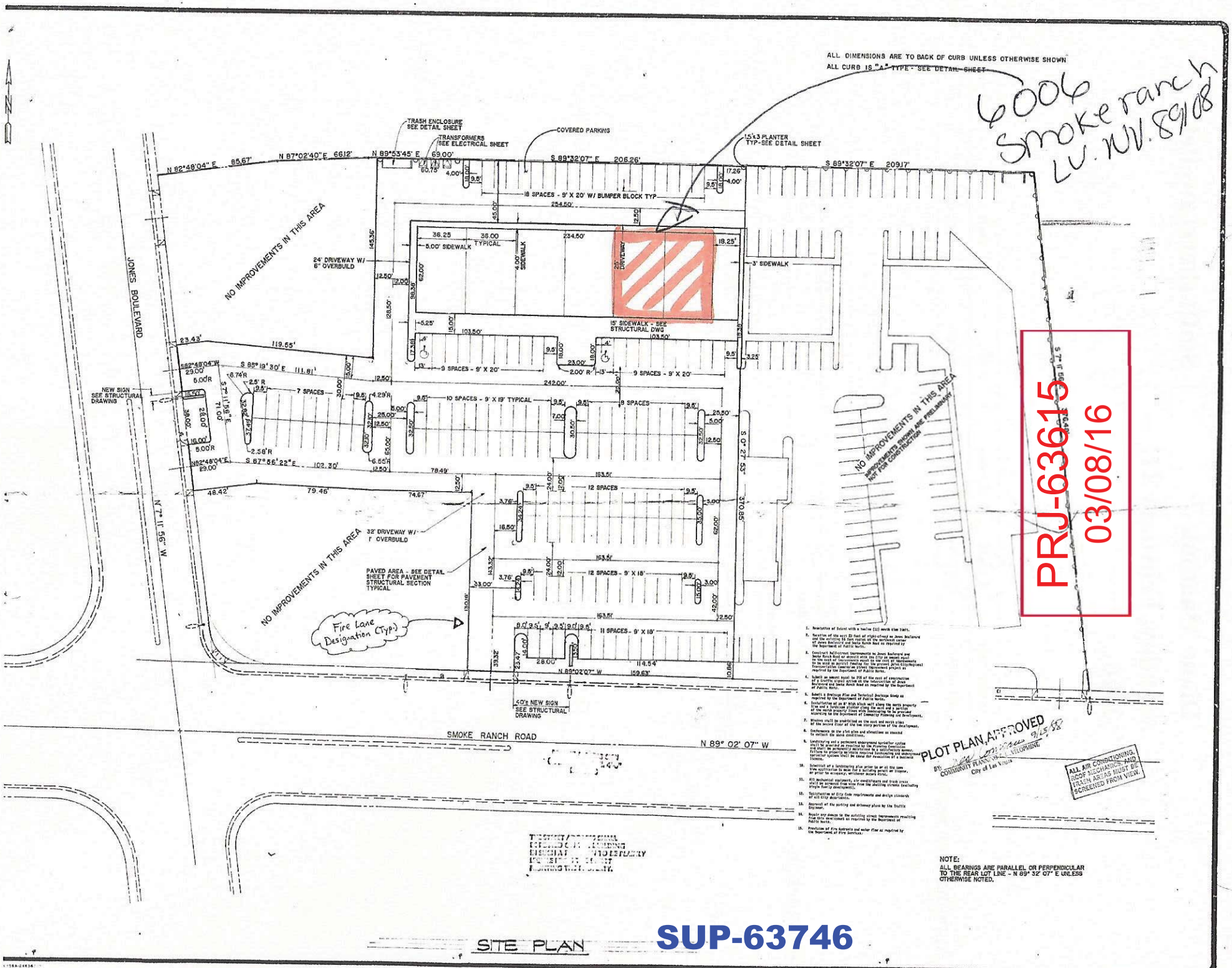
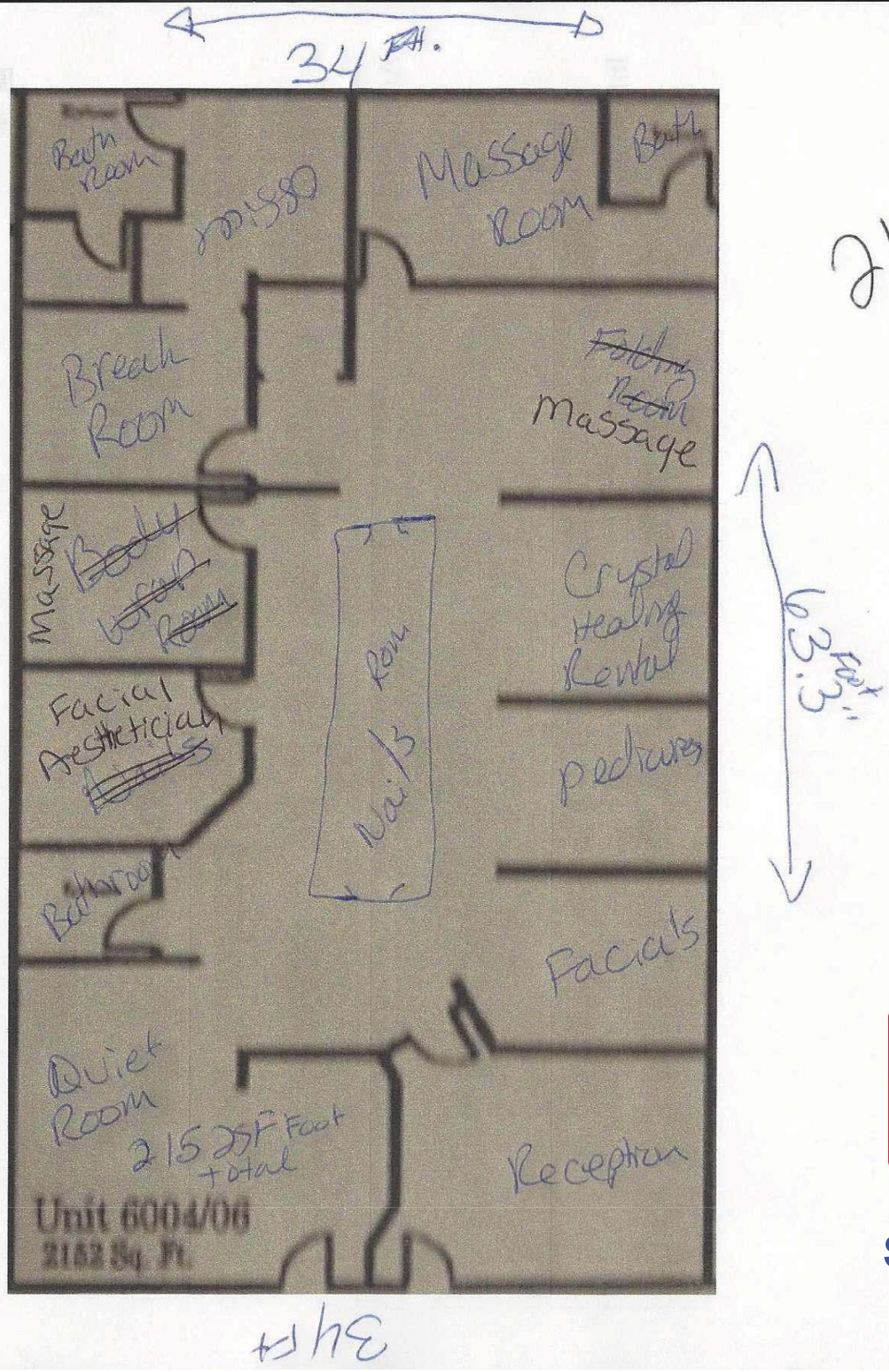


SITE PLAN

SUP-63746



PRJ-63615
03/08/16

SUP-63746



SUP-63746 [PRJ-63615] - SPECIAL USE PERMIT - APPLICANT: AGELESS ASCENSION DAY SPA - OWNER: RUGGED OAKS INVESTMENTS, LLC
6006 SMOKE RANCH ROAD

03/31/16



SUP-63746 [PRJ-63615] - SPECIAL USE PERMIT - APPLICANT: AGELESS ASCENSION DAY SPA - OWNER: RUGGED OAKS INVESTMENTS, LLC
6006 SMOKE RANCH ROAD

03/31/16

justification letter final

I am submitting this justification letter for Ageless Ascesion Day Spa located at 6006 Smoke Ranch Road Las Vegas, NV. 89108.
I am seeking approval of a massage establishment license, as I currently hold an ancillary massage license for the spa.
I would like to expand the use of massage space to include additional two rooms. Iam request any waivers that may be needed to complete this project.
The business hours are 8a.m. to 8 p.m. The square footage of the space is 2,153 square feet.

The business is a Full Service Day Spa currently offers many services including skin care, spa manicures, pedicures and waxing services body wraps and including massage therapy.

Thank you for your cooperation in this matter,

3.8.16

Charity Franklin
Owner/operator
Aesthetician/Manicurist 26yrs

website www.agelessdayspalv.com
email: www.agelessascension@gmail.com
702-395-8826

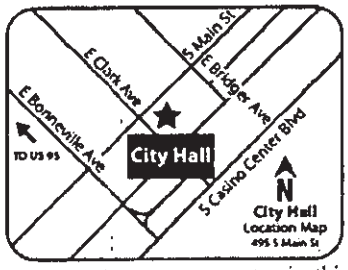
PRJ-63615
03/08/16

SUP-63746

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

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. 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-63746 [PRJ-63615]
Planning Commission Meeting of 5/10/2016

53 BRDCNP1 89108

RECEIVED

MAY 3 2016

City of Las Vegas
Dept. of Planning

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Strongly oppose. Do not want businesses like this in our neighborhood.

Linda Suarez

Case: SUP-63746

13813412027
SUAREZ LINDA S 2015 REVOCABLE TR
SUAREZ LINDA S TRS
2504 WINWOOD ST
LAS VEGAS NV 89108-3622

56P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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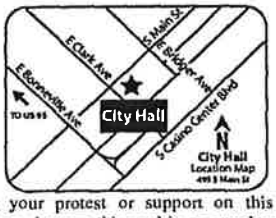

RECEIVED

MAY 9 2016

City of Las Vegas
Dept. of Planning

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Case: SUP-63746

13813302002
COHEN JAY R & CAROL LEE
5971 ALFRED DR
LAS VEGAS NV 89108-3758

☐ I SUPPORT this Request

☒ OPPOSE this Request

Allow NO waiver!

Please use available blank space on card for your comments.

SUP-63746 [PRJ-63615]
Planning Commission Meeting of 5/10/2016

53 BRDGNP1 89108

Submitted after final agenda

Date 5/9/2016 Item 5COP

7023043590 PARALLON 05:03:42 p.m. 01-11-2000 1/1

805.426.8133 From: Michael Crean
2016-05-04 22:48:23 (GMT)
To: e Page 1 of 1

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

RECEIVED

MAY 9 2016

City of Las Vegas
Dept. of Planning

PRSRT
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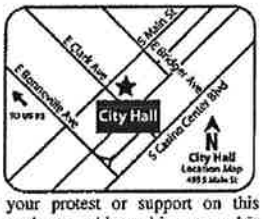
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-63746 [PRJ-63615]
Planning Commission Meeting of 5/10/2016

Case: SUP-63746

13824110072
CREAN MICHAEL A
21781 VENTURA BLVD #135
WOODLAND HILLS CA 91364

92 BROMP1 91364

56P

RECEIVED

MAY 3 2016

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

PRSRT
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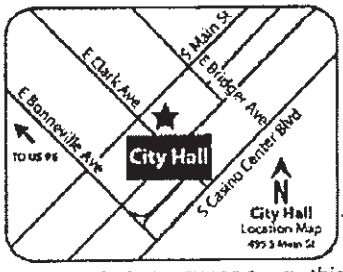
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

5/3/2016



As a property owner we are against this variance on said piece of property. This variance on said piece of property. I am an owner, they are probably renters. Please keep the established ~~zone~~ zoning with no variance. This is not appropriate use of the property.

Sharon Storey
Geo M Stover Jr.

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. 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-63746 [PRJ-63615]
Planning Commission Meeting of 5/10/2016

Case: SUP-63746
13824110016
STOVER GEORGE JR & S REV FAM TR
8180 W LONE MOUNTAIN RD
LAS VEGAS NV 89129-4804

56P

89 BRDGNP1 89129

May 02 16 05:24p Wellspring Home 7028732812 p.1

City of Las Vegas Agenda Item No.: **102.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

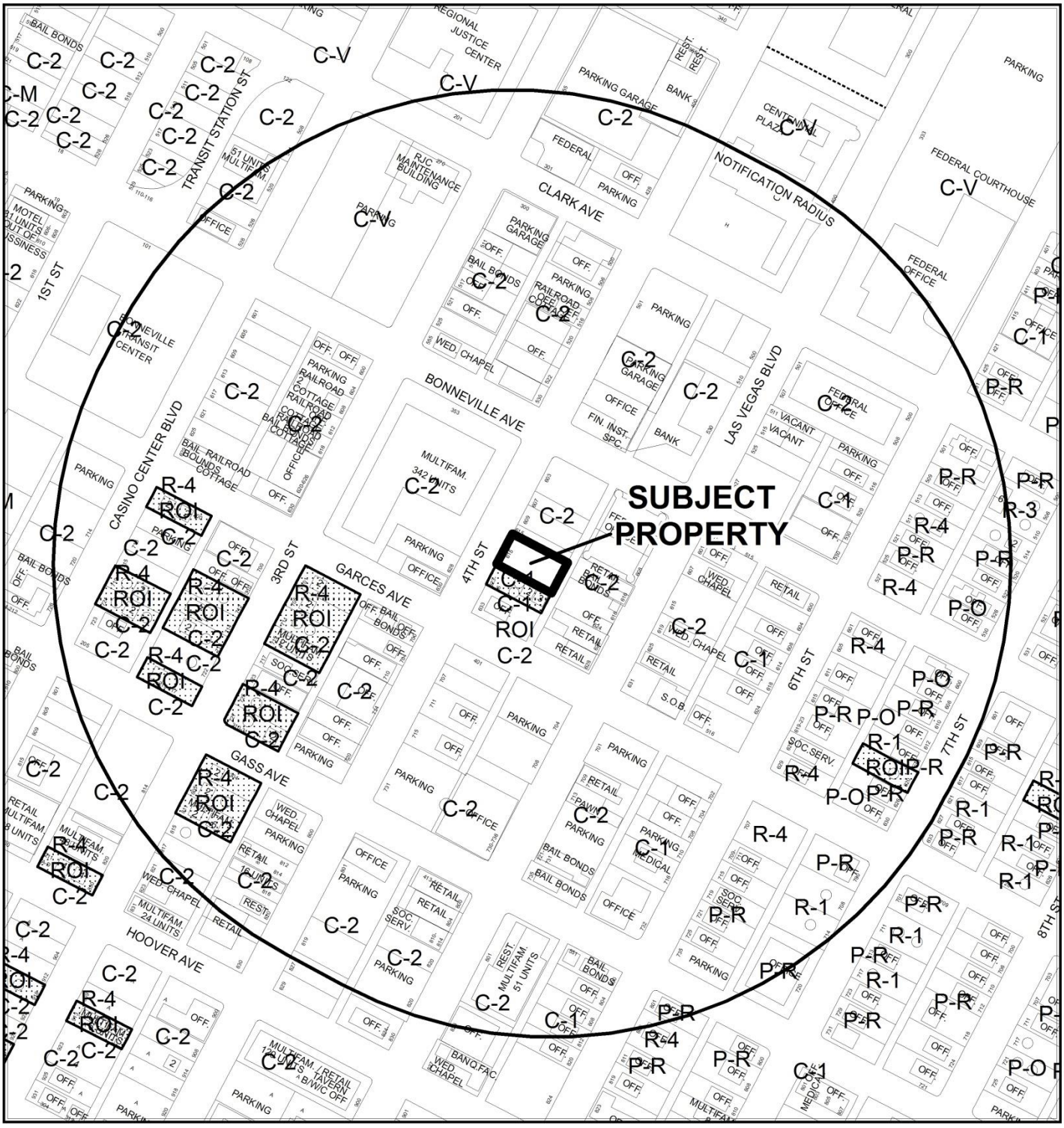
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-62361 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: PROVIEW SERIES 31, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED FIVE-STORY MIXED-USE DEVELOPMENT, INCLUDING 1,188 SQUARE FEET OF COMMERCIAL SPACE AND 48 MULTI-FAMILY RESIDENTIAL UNITS, WITH WAIVERS OF DOWNTOWN CENTENNIAL PLAN ARCHITECTURAL DESIGN AND SITE UTILITY STANDARDS on 0.25 acres on the east side of 4th Street, approximately 125 feet north of Garces Avenue (APN 139-34-311-137), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-61920]. The Planning Commission (4-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (4-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Back up Submitted at the May 10, 2016 Planning Commission Meeting



CASE: **SDR-62361 (PRJ-61920)**

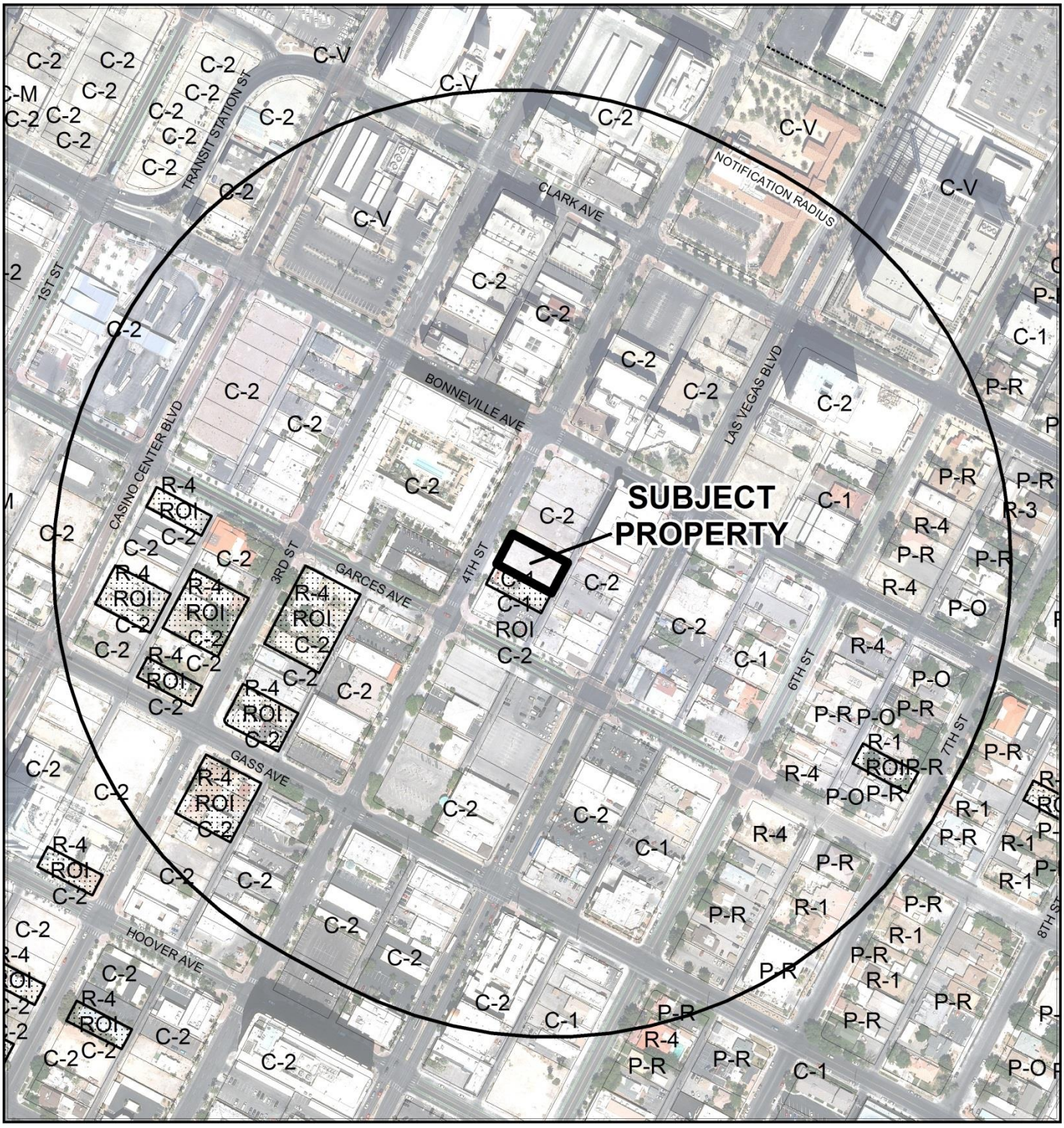
RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 300 600

Feet

N



CASE: **SDR-62361 (PRJ-61920)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 300 600 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: PROVIEW SERIES 31, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-62361	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

SDR-62361 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan and floor plan, date stamped 03/17/16, and building elevations, date stamped 11/25/15, except as amended by conditions herein.

3. Per Section VII.A.5 of the Downtown Centennial Plan, revised elevations showing arcades, awnings and canopies at the ground level of the building shall be required prior to issuance of a building permit. Meet with Department of Planning staff prior to issuance of a building permit to ensure conformance to the Downtown Centennial Plan requirements.

4. A Waiver from Section VII.A.1 of the Downtown Centennial Plan is hereby approved, to allow above-ground utilities in the right-of-way where not allowed along the street frontage.

5. The trash enclosure on the ground level shall conform to Title 19.08.040 standards.

6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. Prior to issuance of permits for construction of the primary building onsite, a parking agreement for off-site parking in order to meet a minimum mandated parking requirement of 50 spaces shall be recorded for the life of the development or until the spaces can be provided onsite.

9. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

10. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device. The landscape plan shall accurately depict the existing streetscape along 4th Street.

11. 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.

12. A Comprehensive Construction Staging Plan shall be submitted to the Department of Planning for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.

13. Prior to the submittal of a building permit application, the applicant shall meet with Department of Planning staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

15. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting Downtown Centennial Plan Standards concurrent with development of this site, except as amended by conditions herein.

16. Landscape and maintain all unimproved right-of-way adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

17. Submit an Encroachment Agreement for landscaping and private improvements in the Fourth Street public right-of-way prior to this issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the Encroachment Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's Encroachment Agreement. The installation and maintenance of all private improvements in the public right-of-way shall be the responsibility of the applicant and any successors in interest to the property and assigns pursuant to the terms of the Encroachment Agreement. Coordinate all requirements for the Encroachment Agreement with the Land Development Section of the Department of Building and Safety (702-229-4836).

18. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed use of this facility. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

19. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainage ways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting to construct a five-story, 66-foot tall mixed use development with 1,422 square feet of commercial floor space and 48 multi-family residential units. The site is currently vacant with a streetlight and several trees in the sidewalk along the frontage. Parking is to be integrated into a 19-space garage at the ground level. The commercial area would occupy one ground-level suite, and residential units would occupy Levels 2-5. Multi-family units are rental only (no for-sale units). Access to garage would be for residents only through a remote control roll gate from the rear alley. The development does not integrate adequate parking facilities onsite and therefore must supplement parking by providing offsite facilities. At this time there is no agreement in place for offsite facilities. The development is therefore not compatible with the subject site and staff recommends denial. If denied, permits for the proposed development cannot be issued.

ISSUES

- The site plan and floor plan were revised 03/17/16 to show one RPDA utility unit within the building footprint at the southwest corner and two RPPA above ground meter units in the 4th Street amenity zone in front of the site. Placement of the meter units requires a waiver of Office Core District requirements, which staff strongly does not support.
- The Downtown Centennial Plan requires awnings, arcades and canopies at the ground level of the building unless waived by the City Council as part of a Site Development Plan Review. As these features can be provided, a waiver is not recommended and a condition of approval was added by staff to provide the required awnings and canopies on a revised set of elevations.
- A mapping action to combine the underlying platted lots must be recorded prior to the issuance of building permits for vertical construction.
- Fewer on-site parking spaces are proposed than residential units. According to the applicant, it is anticipated that most residents would use public transit or park additional vehicles at another nearby parking lot operated by the owner.
- A parking agreement for off-site parking in order to meet a minimum mandated parking requirement of 50 spaces is required for the life of the development or until the spaces can be provided onsite. This has been added as a condition of approval.
- No additional landscaping will be provided by the applicant. However, a technical landscape plan is required to be submitted as part of the building permit plan submittal package, as the applicant is responsible for maintenance of landscaping within the right-of-way adjacent to the site. The existing landscaping shall be accurately depicted on this plan.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
01/12/16	The Planning Commission voted [6-0] to hold this item in abeyance to the February 9, 2016 Planning Commission meeting at applicant's request.
02/09/16	The Planning Commission voted [7-0] to hold this item in abeyance to the March 8, 2016 Planning Commission meeting at applicant's request.
03/08/16	The Planning Commission voted [7-0] to hold this item in abeyance to the April 12, 2016 Planning Commission meeting at applicant's request.
04/12/16	The Planning Commission voted [7-0] to hold this item in abeyance to the May 10, 2016 Planning Commission meeting to work with staff to place the two RPPA units within the building footprint.

Most Recent Change of Ownership	
06/24/15	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There is no relevant building permit or business licensing history on this site.

Pre-Application Meeting	
10/28/15	Submittal requirements for a proposed mixed-use development were discussed. The proposed development meets all of the conditional use regulations for this use of land; therefore, no Special Use Permit would be necessary. Staff was concerned about the ratio of parking provided to the number of residential units. The applicant The proposed development meets all of the conditional use regulations for this use of land; therefore, no Special Use Permit would be necessary. Staff was concerned about the ratio of parking provided to the number of residential units. The applicant explained that additional parking could be provided on a nearby lot owned by the applicant. Staff also determined that although the current parcel is of substandard width, removing lot lines through a parcel map would not affect the nonconforming status of the parcel.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
12/03/15	The site is vacant with areas of scattered debris. The parcels to the north are vacant, while the parcel to the south contains a vacant commercial building.

Details of Application Request	
Site Area	
Net Acres	0.25

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	C (Commercial)	C-2 (General Commercial)
North	Undeveloped	C (Commercial)	C-2 (General Commercial)
South	Office, Other Than Listed	C (Commercial)	C-1 (Limited Commercial)
East	General Retail Bailbond Service	C (Commercial)	C-2 (General Commercial)
West	Mixed-Use Development	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Compliance***
Downtown Centennial Plan	Y
Special Purpose and Overlay Districts	***Compliance***
Downtown Centennial Plan Overlay District (Office Core District)	Y
Live/Work Overlay District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08 and the Downtown Centennial Plan, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	N/A	10,825 SF	N/A
Min. Lot Width	100 Feet	75 Feet	N
Min. Setbacks			
• Front	70% alignment	100% alignment	Y
• Side	0 Feet	0 Feet	Y
• Corner	70% alignment	N/A	N/A
• Rear	0 Feet	0 Feet	Y
Max. Lot Coverage	N/A	100 %	N/A
Max. Building Height	N/A	66 Feet	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Interior	By condition
Mech. Equipment	Screened	Screened	Y or N

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
4th Street	Major Collector	Master Plan of Streets and Highways Map	80	Y

Streetscape Standards	***Required***	***Provided***	***Compliance***
Major North-South Streets (4th Street)	10-foot sidewalk	10-foot existing sidewalk	Y
	5-foot amenity zone	5-foot existing amenity zone	Y
	25' BTH date palms in 30-foot increments (1 tree required)	2 date palm tree cluster existing (4) 24-inch shade trees existing	Y

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Office, Other Than Listed	1,422 SF	1 space per 300 SF GFA	5				
Multi-Family Residential (Studio/1 BR)	32	1.25 spaces per unit	40				
Multi-Family Residential (2 BR)	16	1.75 spaces per unit	28				
Guest Spaces	48	1 per 6 units	8				
TOTAL SPACES REQUIRED			81		19		N
Regular and Handicap Spaces Required			77	4	17	2	N

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.

Waivers		
Requirement	***Request***	***Staff Recommendation***
Awnings, arcades and/or canopies at the ground level of the building	To allow no arcades, awnings or canopies at the ground level	Denial
Utilities shall be located underground for all new developments. In no case shall they be located along the street frontage of the project.	To allow above ground utility appurtanances within the public-right-of-way	Denial

ANALYSIS

Projects within the Office Core District are subject to the requirements of the Downtown Centennial Plan. Where the Downtown Centennial Plan Manual is silent, the regulations of Title 19 apply. This project qualifies as "New Development" for purposes of Section VIII (Implementation) of the Downtown Centennial Plan. "Mixed Use" is a conditional use in the C-2 (General Commercial) District. All conditions of this use appear to be met by the proposal, and therefore no special use permit is necessary.

Access to the site is from an alley behind the building, which feeds out to Bonneville Avenue and Garces Avenue. Circulation throughout the site is two-way and at grade through the parking garage on the first level. The elevations show a modern design with clean, straight lines. The roofline is varied along the more visible east and west elevations. Materials include tilt-up concrete panels painted in earth tone colors, colored tiles and tinted windows. A rooftop garden space is provided for residents. The Downtown Centennial Plan requires awnings, arcades and canopies at the ground level of the building unless waived by the City Council as part of a Site Development Plan Review. A condition of approval was added by staff to provide the required awnings and canopies on a revised set of elevations. The applicant has indicated that these will be provided.

Title 19 parking requirements are not automatically applied within the boundaries of the Downtown Centennial Plan Overlay District, but are subject to conditions imposed by the City Council if needed. The applicant is providing 19 onsite parking spaces (0.39 space per unit) and no additional spaces for commercial uses, with the expectation that many commercial patrons and visitors will use modes of transportation other than automobiles. The site is located within two blocks of the Bonneville Transit Center. According to the applicant, additional parking spaces could be provided at an existing parking lot owned and operated by the applicant at 704 South Las Vegas Boulevard. However, an offsite parking agreement would need to be recorded against this property to ensure an adequate number of parking spaces could be provided for residents and patrons of the development. Through a condition of approval, staff is imposing a minimum parking requirement of 50 spaces to be provided, which consists of one space per unit and two for the office space. This is approximately 38 percent below the normal parking requirement of 81 spaces.

Full Downtown Centennial Plan streetscape provisions and utilities are required for this site; however, streetscape and undergrounding of utilities not implemented due to existing conditions requires a Covenant Running with Land agreement for future installation, and no waiver would be required. As the streetscape is existing and the parcel is located midblock, the applicant does not propose to make any changes. There are four existing shade trees in grates straddling the existing sidewalk, plus two palm trees. The normal requirement is one 25-foot tall BTH palm tree at 30-foot intervals in grates. The site/landscape plan does not accurately depict the existing streetscape; therefore, by condition it will be required to be corrected on the technical landscape plan.

A mapping action to combine the underlying platted lots must be recorded prior to the issuance of building permits for vertical construction. It is recommended that the applicant consult the City Surveyor to determine the appropriate map. It was noted that a reversionary map would not create any new lots; it would only erase the existing lines on the interior and remove the land from the existing subdivision. The parcel would still remain substandard with respect to width in the C-2 (General Commercial) zoning district.

The Las Vegas Valley Water District provided the following comment:
"This parcel is not currently served by Las Vegas Valley Water District. The proposed development will require above ground backflow prevention adjacent to the water main, which is in 4th Street. The facilities cannot be placed within the building or in a room. It is suggested to meet with the Las Vegas Valley Water District to discuss the site plan." The applicant has met with LVVWD, which supports City requirements for location of above ground utilities onsite. The Office Core standards specifically require all utility vaults to be located underground, and the site plan and floor plans as configured do not accommodate all above-ground appurtenances. Staff strongly recommends that a waiver of this standard be denied. Above-ground utilities in the right-of-way are discouraged because they pose a tripping hazard, are typically not screened, and are exposed to vandalism or damage due to vehicles accidentally jumping the curb.

FINDINGS (SDR-62361)

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 site is a substandard infill parcel in the Office Core District of the Downtown Centennial Plan. A low-rise building with a single level of parking is proposed; however, the amount of parking provided is not commensurate with the number of multi-family residential units proposed (19 spaces proposed for 16 studio, 16, one-bedroom and 16 two-bedroom units). As a result, either a larger site, a taller building or

perpetual parking rights offsite are needed. Without benefit of these characteristics, the site cannot adequately accommodate the proposed development and would create demand for additional on-street parking that may potentially not be available to patrons and residents. The development is therefore not compatible with the area.

2. The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;

The proposed mixed-use development is consistent with the C (Commercial) General Plan designation for this site, which allows for mixed commercial and residential uses. The development is generally in conformance to Downtown Centennial Plan requirements, with exception of the provision of underground utilities and provision of awnings and canopies at the ground level, which the applicant intends to provide but does not indicate on the submitted plans.

3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;

Access to the site is provided from the rear alley into a ground level garage. Circulation and parking inside the garage is two-way and exits back out onto the alley. Given the low number of parking spaces, traffic in the alley and out to Bonneville Avenue or Garces Avenue should not be negatively impacted.

4. Building and landscape materials are appropriate for the area and for the City;

The site will utilize the existing streetscape, and no additional landscape will be provided. The existing condition is in general conformance with Downtown Centennial Plan standards and is appropriate for this area. The site/landscape plan does not accurately show the location, type or number of the existing streetscape plantings; therefore, the technical landscape plan will need to correct any deficiencies.

5. Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;

The building elevations employ a modern architectural style that incorporates popouts, color changes and details that are consistent around the building. Balconies and a rooftop garden provide opportunities for outdoor spaces within the development. Such features are aesthetic in appearance and compatible with similar low-rise developments in this area of Downtown.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

The proposed development will be subject to building permit review and inspection, thereby protecting the public health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 35

NOTICES MAILED 187 (By City Clerk)

APPROVALS 3

PROTESTS 1

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-62361 APN: 139-34-311-137

Name of Property Owner: PROVIEW SERIES 31 LLC

Name of Applicant: KAMRAN FOULADBAKHSH

Name of Representative: LY DAO

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: K Fouladbakhsh

Print Name: KAMRAN FOULADBAKHSH

Subscribed and sworn before me

This 5th day of October, 2015

J Rataj

Notary Public in and for said County and State

J. RATAJ
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-05-18
Certificate No: 14-13420-1

PRJ-61920
11/25/15

CLV Planning - Application Form

Application Number:	PRJ-61920
Application/Petition For:	Site Development Plan Review
ProjectAddress (Location):	E SIDE OF 4TH ST APPROX 125 FEET N OF GARCES AVE
Project Name	4TH AND GARCES MIXED USE
Assessors Parcel #(s):	13934311137
Ward #:	WARD 3 (BOB COFFIN)
Is the Application Information Correct:	Yes
If no, ...change what	
General Plan Designation: Proposed:	Select
Zoning District: Proposed:	Select
Gross Acres:	
Lots/Units:	
Additional Information:	
Applicant First Name:	KAMRAN
Applicant Last Name:	Fouladbakhsh
Applicant Address:	1115 S. Casino Center Blvd. #3
Applicant City:	Las Vegas
Applicant State:	Nevada
Applicant Zip:	89104
Applicant Phone:	(702) 468-9900
Applicant Fax:	
Applicant Email:	construction126@gmail.com
Rep First Name:	Ly
Rep Last Name:	Dao
Rep Address:	817 S. Main St.
Rep City:	Las Vegas
Rep State:	Nevada
Rep Zip:	89101
Rep Phone:	(702) 340-8587
Rep Fax:	
Rep Email:	Lydao@digdg.com

PRJ-61920
11/25/15

SDR-62361

CLV Planning - Application Form

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission. I Accept:	Yes
Is the Owner Information Correct:	Yes
If no, ...change what	

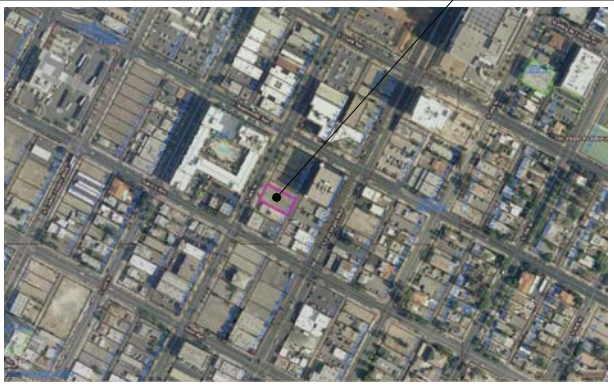
Owner(s)	ADDR1	ADDR2
PROVIEW SERIES 31 L L C	144 N BRISTOL AVE	LOS ANGELES, CA 90049

CLVEPLAN Applicant	Company	Title	Email
Ly Dao	Dig Development Group	Designer	lybdao@gmail.com

SDR-62361

PRJ-61920
11/25/15

VICINITY MAP



CODE ANALYSIS

PROJECT NAME
4TH & GARCES MIXED-USE DEVELOPMENT

JURISDICTION
CITY OF LAS VEGAS

OCCUPANCY CLASSIFICATION - OPERATIONS CENTER BUILDING 'A' Chapter 3

MU	MIXED-USE	OFFICE & APARTMENT HOUSING
B	BUSINESS	OFFICE
R2	RESIDENTIAL	APARTMENT HOUSE

TYPE OF CONSTRUCTION Section 602

LOWER STRUCTURE: BUILDING TYPE – IA UPPER APARTMENT STRUCTURE: BUILDING TYPE – IIIA

FIRE PROTECTION SYSTEMS Chapter 9

YES. - NFPA 13 SPRINKLER SYSTEM THROUGHOUT. UPPER STRUCTURE: NFPA 13 ACCORDANCE TO SECTION 903.1.1

OCCUPANT LOAD & REQUIRED EXITS

B	BUSINESS	15 OCCUPANTS
R2	RESIDENTIAL (APARTMENT)	159 OCCUPANTS
	TOTAL OCCUPANTS	174 OCCUPANTS

REQUIRED: 2 EXITS PROVIDED: 2 EXITS

SITE INFORMATION

JURISDICTION
CITY OF LAS VEGAS

ZONING
GENERAL COMMERCIAL DISTRICT - C2

ASSESSOR'S PARCEL NUMBER
APN #: 139-34-311-137

PROJECT ADDRESS NUMBER
4TH STREET, LAS VEGAS NV. 89101

SITE SPECIFICS

SITE	**0.25 ACRES. = 10,825 S.F.**
LEVEL 1 OFFICE	1,188 S.F.
LEVEL 1 GARAGE	8,250 S.F.
LEVEL 2 - 5	31,804 S.F.
TOTAL BUILDING SF	**41,690 S.F.**
FLOOR AREA RATIO	0%
TOTAL PARKING REQ'D = R-2	STUDIO/1BDRM 1.25 PS/UNIT x 32 UNITS = 60 PS REQ'D
1/GUEST / 6 UNITS	8 PS REQ'D
TOTAL PARKING REQ'D = OFFICE	4PS / 1,000 SF = 5 PS REQ'D
TOTAL ACCESSIBLE PARKING REQ'D	2 REQ'D
TOTAL PARKING PROVIDED	19 PS PROV'D
TOTAL ACCESSIBLE PARKING PROVIDED	1 VAN & 1 H.C. PROV'D



A SITE PLAN @ GROUND LEVEL
SCALE: 1" = 10'-0"

0 5' 10' 20'

NORTH

SITE PLAN

4TH & GARCES MIXED USE BUILDING
4TH STREET at GARCES
LAS VEGAS, NV 89101

Revision Schedule		
Revision #	Revision Description	Revision Date

PRJ-61920

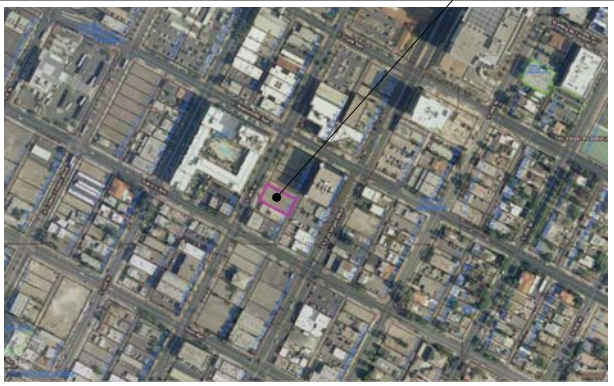
11/24/15

SHEET NUMBER:

SP001

SDR-62361 - REVISED

VICINITY MAP



CODE ANALYSIS

PROJECT NAME
4TH & GARCES MIXED-USE DEVELOPMENT

JURISDICTION
CITY OF LAS VEGAS

OCCUPANCY CLASSIFICATION - OPERATIONS CENTER BUILDING 'A'
Chapter 3

MU	MIXED-USE	OFFICE & APARTMENT HOUSING
B	BUSINESS	OFFICE
R2	RESIDENTIAL	APARTMENT HOUSE

TYPE OF CONSTRUCTION
Section 602

LOWER STRUCTURE: BUILDING TYPE – IA UPPER APARTMENT STRUCTURE: BUILDING TYPE – IIIA

FIRE PROTECTION SYSTEMS
Chapter 9

YES. - NFPA 13 SPRINKLER SYSTEM THROUGHOUT. UPPER STRUCTURE: NFPA 13 ACCORDANCE TO SECTION 903.1.1

OCCUPANT LOAD & REQUIRED EXITS

B	BUSINESS	15 OCCUPANTS
R2	RESIDENTIAL (APARTMENT)	159 OCCUPANTS
	TOTAL OCCUPANTS:	174 OCCUPANTS

REQUIRED: 2 EXITS PROVIDED: 2 EXITS

SITE INFORMATION

JURISDICTION
CITY OF LAS VEGAS

ZONING
GENERAL COMMERCIAL DISTRICT - C2

ASSESSOR'S PARCEL NUMBER
APN #: 139-34-311-137

PROJECT ADDRESS NUMBER
4TH STREET, LAS VEGAS NV. 89101

SITE SPECIFICS

SITE	**0.25 ACRES. = 10,825 S.F.**
LEVEL 1 OFFICE	1,188 S.F.
LEVEL 1 GARAGE	8,250 S.F.
LEVEL 2 - 5	31,804 S.F.
TOTAL BUILDING SF	**41,690 S.F.**
FLOOR AREA RATIO	0%
TOTAL PARKING REQ'= R-2	STUDIO/1BDRM 1.25 PS/UNIT x 32 UNITS = 60 PS REQ'
1GUEST / 6 UNITS	8 PS REQ'
TOTAL PARKING REQ'= OFFICE	4PS / 1,000 SF = 5 PS REQ'
TOTAL ACCESSIBLE PARKING REQ'	2 REQ'
TOTAL PARKING PROVIDED	19 PS PROV'
TOTAL ACCESSIBLE PARKING PROVIDED	1 VAN & 1 H.C. PROV'



A SITE PLAN @ GROUND LEVEL
SCALE: 1" = 10'-0"

0 5' 20'
10'

NORTH

SITE PLAN

4TH & GARCES MIXED USE BUILDING
4TH STREET at GARCES
LAS VEGAS, NV 89101

Revision Schedule		
Revision #	Revision Description	Revision Date

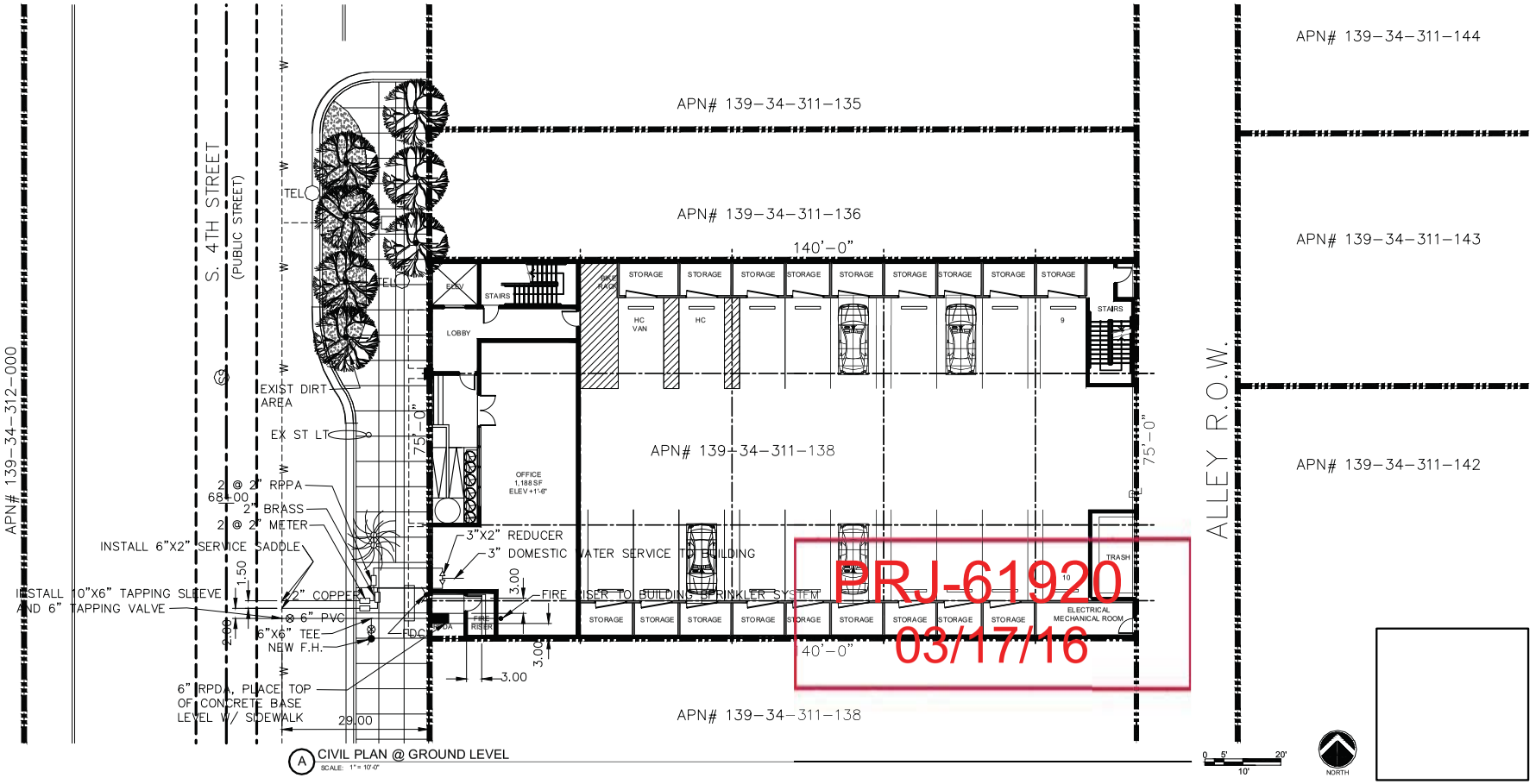
PRJ-61920

03/17/16

SHEET NUMBER:

SP001

SDR-62361 - REVISED



CIVIL SITE PLAN

4TH & GARCES MIXED USE BUILDING

4TH STREET at GARCES
LAS VEGAS, NV 89101

Revision #	Revision Description	Revision Date

Revision Schedule

PRJ-61920

11/24/15

SHEET NUMBER:

SP002

SDR-62361 - REVISED



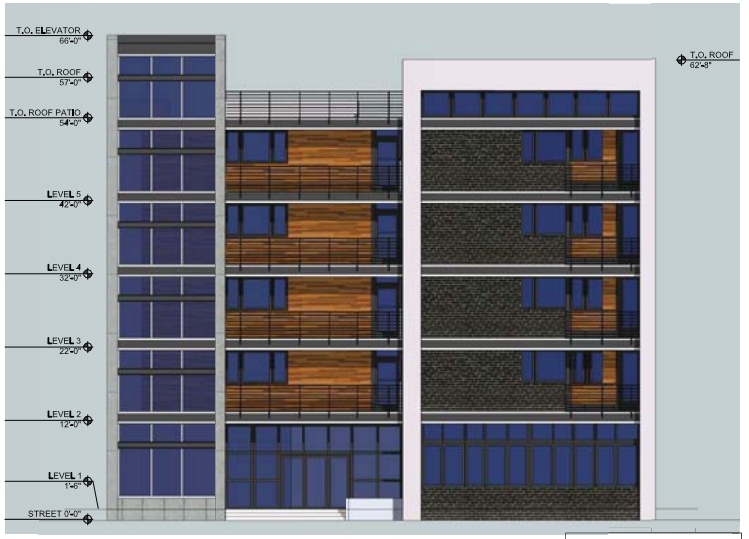
D NORTH ELEVATION
SCALE: 1/8" = 1'-0"



C EAST ELEVATION (ALLEY R.O.W.)
SCALE: 1/8" = 1'-0"



B SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



A WEST ELEVATION (4th STREET)
SCALE: 1/8" = 1'-0"

PRJ-61920
11/25/15

Dao!Gurdison design group
817 S. Main Street Las Vegas, NV 89101
t.702.768.7779 f.702.478.8207
www.digdg.com email:info@digdg.com

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EXTERIOR ELEVATIONS

4TH & GARCES MIXED USE BUILDING

4TH STREET at GARCES
LAS VEGAS, NV 89101

Revision Schedule		
Revision #	Revision Description	Revision Date

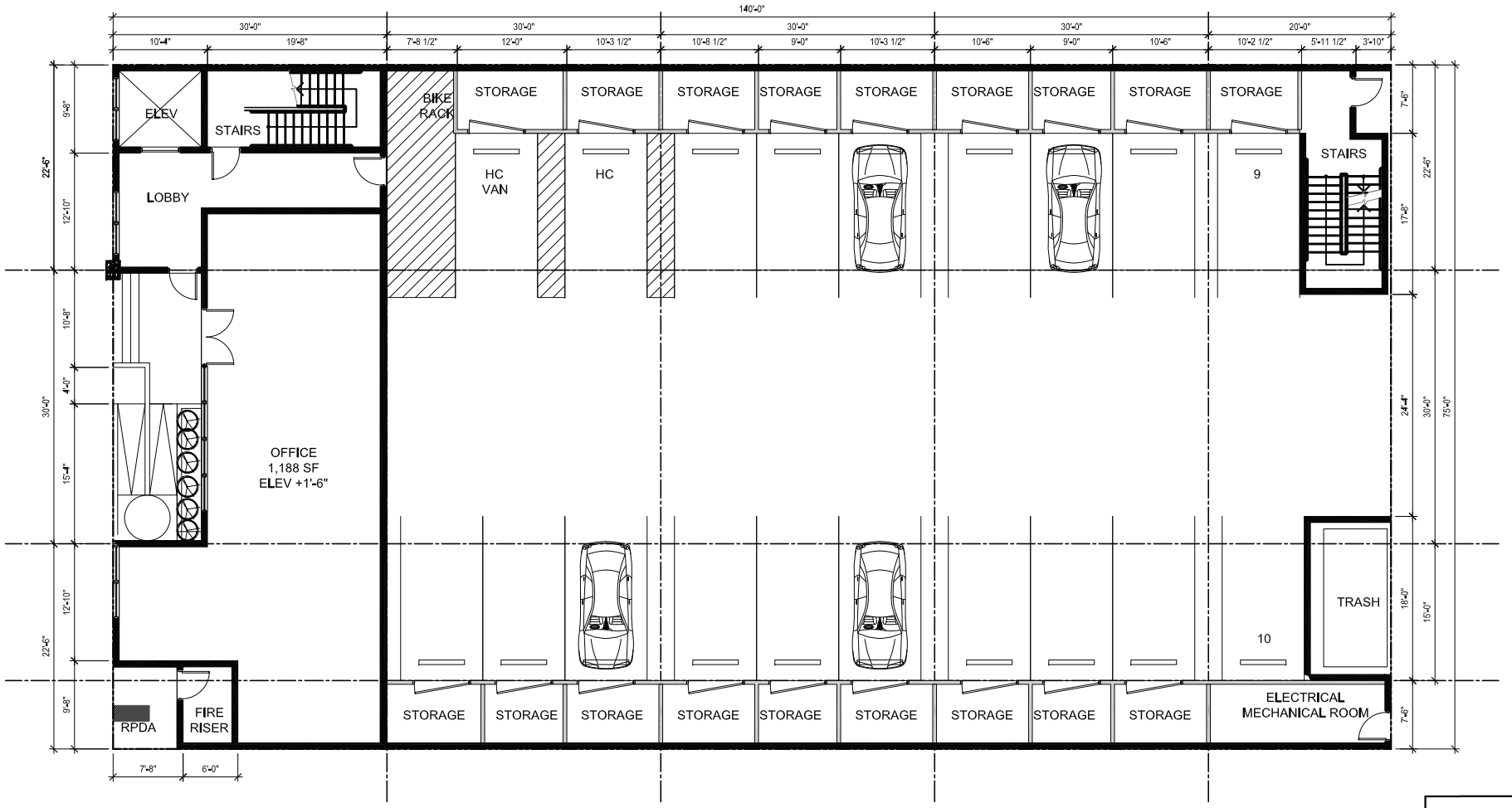
PRJ-61920

11/24/15

SHEET NUMBER:

EV001

SDR-62361



A GROUND LEVEL FLOOR PLAN
SCALE: 3/16" = 1'-0"

0 2' 4' 8'

NORTH

GROUND LEVEL FLOOR PLAN

4TH & GARCES MIXED USE BUILDING

4TH STREET at GARCES
LAS VEGAS, NV 89101

Revision #	Revision Description	Revision Date

Revision Schedule

PRJ-61920

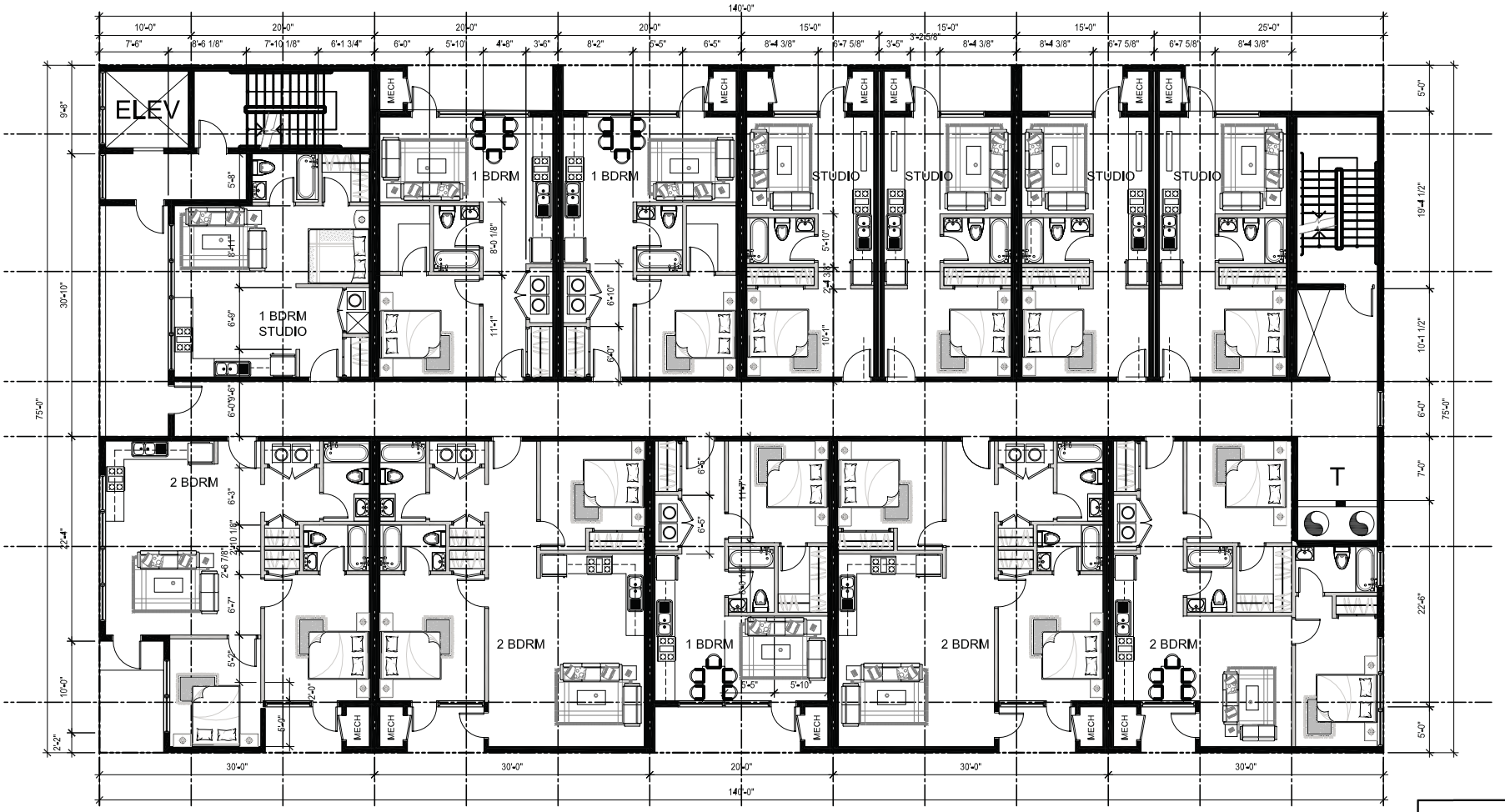
11/24/15

PRJ-61920
03/17/16

SHEET NUMBER:

FP001

SDR-62361 - REVISED



A FLOOR PLAN - LEVELS 2
SCALE: 3/16" = 1'-0"

0 2' 4' 8'

NORTH

SDR-62361 - REVISED

FLOOR PLANS - LEVELS 2

4TH & GARCES MIXED USE BUILDING

4TH STREET at GARCES
LAS VEGAS, NV 89101

Revision Schedule		
Revision #	Revision Description	Revision Date

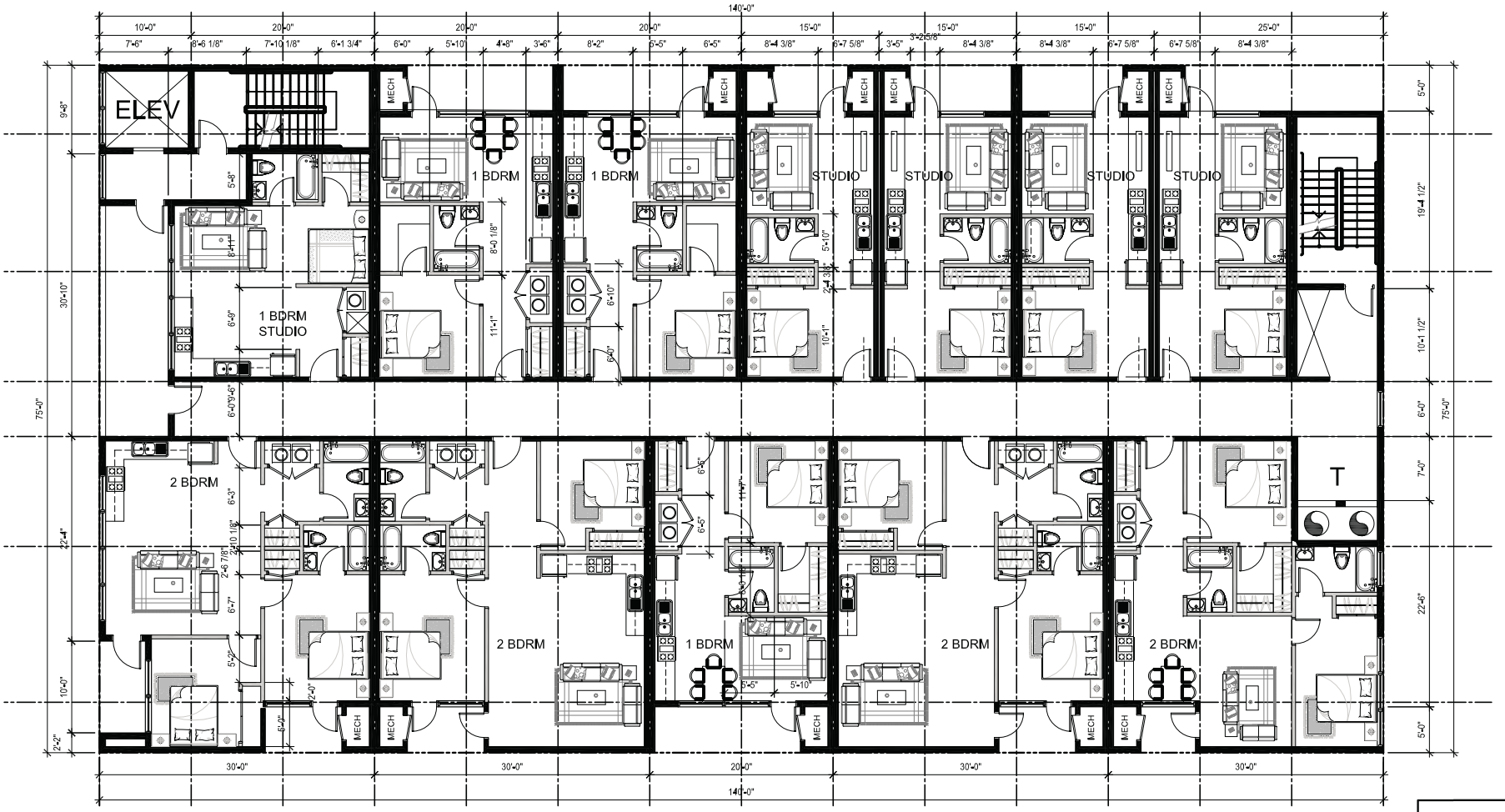
PRJ-61920

11/24/15

PRJ-61920
03/17/16

SHEET NUMBER:

FP002



A FLOOR PLAN - LEVELS 3 - 5
SCALE: 3/16" = 1'-0"

0 2' 4' 8'

NORTH

SDR-62361 - REVISED

FLOOR PLANS - LEVELS 3-5

4TH & GARCES MIXED USE BUILDING

4TH STREET at GARCES
LAS VEGAS, NV 89101

Revision Schedule		
Revision #	Revision Description	Revision Date

PRJ-61920

11/24/15

PRJ-61920
03/17/16

SHEET NUMBER:

FP003



A PERSPECTIVE FROM 4th STREET
SCALE: 1/8" = 1'-0"

PERSPECTIVE VIEW
FROM 4TH STREET
4TH & GARCES MIXED USE
BUILDING
4TH STREET at GARCES
LAS VEGAS, NV 89101

Revision #	Revision Description	Revision Date

Revision Schedule

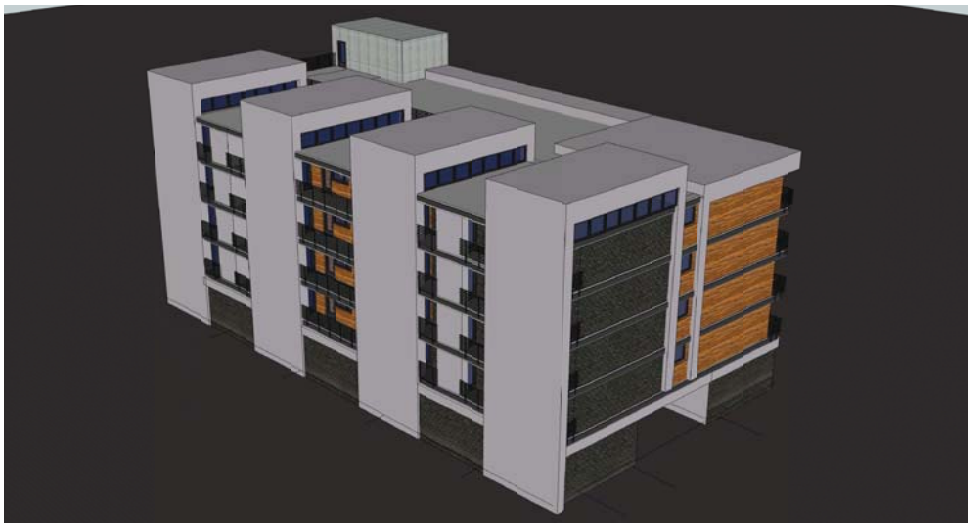
PRJ-61920

11/24/15

PRJ-61920
03/17/16

SHEET NUMBER:
EX001

SDR-62361 - REVISED



D PERSPECTIVE FROM ALLEY (SOUTHEASTT)
SCALE: N.T.S.



C PERSPECTIVE FROM ALLEY (NORTHEAST)
SCALE: N.T.S.



B PERSPECTIVE FROM 4th STREET (SOUTHWEST)
SCALE: N.T.S.



A PERSPECTIVE FROM 4th STREET (NORTHWEST)
SCALE: N.T.S.

PRJ-61920
11/25/15

Dao!Gurdison design group
817 S. Main Street Las Vegas, NV 89101
t.702.768.7779 f.702.478.8207
www.digdg.com email:info@digdg.com

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AERIAL PERSPECTIVE VIEWS

4TH & GARCES MIXED USE BUILDING

4TH STREET at GARCES
LAS VEGAS, NV 89101

Revision Schedule		
Revision #	Revision Description	Revision Date

PRJ-61920

11/24/15

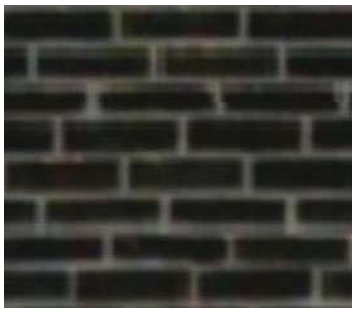
SHEET NUMBER:

EX002

SDR-62361



ENGINEER WOOD PANELS
MANUFACTURE: PARKLEX PANEL
COLOR: MIX - SMOOTH ONIX, COPPER, ANTRA



BRICK VENEER
MANUFACTURE:BRICK-IT
COLOR: ST. AUGUSTINE



PAINT - PT 1
MANUFACTURE:BENJAMIN MOORE
COLOR:1606 COBBLESTONE PATH



PAINT - PT 2
MANUFACTURE:BENJAMIN MOORE
COLOR:1604 SILVERY MOON



CONCRETE
SMOOTH CONCRETE: CLEAR STAIN
COLOR: CONCRETE FINISH

PRJ-61920
11/25/15

A COLOR MATERIAL BOARD
SCALE: N.T.S.

SDR-62361

4TH & GARCES MIXED USE BUILDING 4TH STREET at GARCES LAS VEGAS, NV 89101
PRJ-61920
11/25/15

Dao!Gurdison design group
817 S. Main Street Las Vegas, NV 89101
t.702.768.7779 f.702.478.8207

SDR 62361
Proview Series 31, LLC

East side of 4th Street, North of Garces Avenue

Proposed multi-use development with 48 residential units and 1.422 thousand square feet of retail.

First Use

Average Daily Traffic (ADT)	APARTMENT [DWELL]	48	6.65	319
AM Peak Hour			0.51	24
PM Peak Hour			0.62	30

Second Use

Average Daily Traffic (ADT)	SHOPPING CENTER [1000 SF]	1.422	42.94	61
AM Peak Hour			1.00	1
PM Peak Hour			3.73	5

Total Use

Average Daily Traffic (ADT)	APARTMENT [DWELL]	48	6.65	380
AM Peak Hour			0.51	25
PM Peak Hour			0.62	35

Existing traffic on all nearby streets:

4th Street	
Average Daily Traffic (ADT)	4,170
PM Peak Hour (heaviest 60 minutes)	334

Garces Avenue	
Average Daily Traffic (ADT)	1,445
PM Peak Hour (heaviest 60 minutes)	116

Bonneville Avenue	
Average Daily Traffic (ADT)	3,838
PM Peak Hour (heaviest 60 minutes)	307

Traffic Capacity of adjacent streets:

	Adjacent Street ADT Capacity
4th Street	29,580
Garces Avenue	12,000
Bonneville Avenue	29,580

This project will add approximately 380 trips per day on 4th St., Garces Ave. and Bonneville Ave. 4th is currently at about 14 percent of capacity, Garces is at about 12 percent of capacity and Bonneville is at about 13 percent of capacity. After this project, 4th and Garces are expected to be at about 15 percent of capacity and Bonneville to be at about 14 percent of capacity.

Based on Peak Hour use, this development will add into the area roughly 35 additional cars, or about one every two minutes.

Note that this report assumes all traffic from this development uses all named streets.



SDR-62361 [PRJ-61920] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: PROVIEW SERIES 31, LLC

EAST SIDE OF 4TH STREET, APPROXIMATELY 125 FEET NORTH OF GARCES AVENUE

12/03/15



SDR-62361 [PRJ-61920] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: PROVIEW SERIES 31, LLC
EAST SIDE OF 4TH STREET, APPROXIMATELY 125 FEET NORTH OF GARCES AVENUE

12/03/15



SDR-62361 [PRJ-61920] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: PROVIEW SERIES 31, LLC

EAST SIDE OF 4TH STREET, APPROXIMATELY 125 FEET NORTH OF GARCES AVENUE

12/03/15



SDR-62361 [PRJ-61920] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: PROVIEW SERIES 31, LLC
EAST SIDE OF 4TH STREET, APPROXIMATELY 125 FEET NORTH OF GARCES AVENUE

12/03/15

Wednesday, March 16, 2016
City of Las Vegas
Planning Department
333 N. Rancho Dr, Las Vegas, NV 89107

JUSTIFICATION LETTER
4th Street Mixed-Use Building
APN#139-34-311-137 - 4th Street Las Vegas, NV 89101

Please accept this Justification letter on behalf of Kamran Fouladbakhsh of Proview Series 31 LLC (the applicant), located at APN#139-34-311-137 on 4th street Las Vegas, NV 89101 within the Office Core District of the Downtown Centennial Overlay District - zoned C2 (General Commercial District). 4th Street Mixed-Used Building will be a 5 story building which will provide a 1,188 SF office use and parking garage on the ground level and an additional 4 levels of 48 units of apartment living on top of the first level.

We would respectfully request a Site Design Review for a request to zone the Parcel as a mixed-use development and also a waiver request to locate 2 (two) RPPA boxes directly in front of our property in the 5 foot amenity zone. They are 24"Length x 12" Width x 18" Height each. We will be placing an above grove RPDA unit onsite on the South-West Corner of within our property line.

The Mixed-Used building will provide 1,188 square feet of Office space placed at the street level to encourage pedestrian activity and community interaction. This street life makes the development safe, vibrant and economically viable with a good mix of Studios, One Bedroom, and Two Bedroom Units which will all total up to 48 Units of apartment living. Per Downtown Centennial Plan Gateway District, Parking requirement is waived for this project, but we will provide a total of 19 garage parking spaces (included is one van accessible parking space and a handicap parking space) and a bike rack inside the secured parking garage on the ground level. Furthermore the project is located two streets away from the RTC's Bonneville Station, and the applicant also owns a paved parking lot around the corner on Garces and Las Vegas Blvd (APN# 139-34-410-154). We are looking to provide residents with outdoor balconies, rooftop Gardens space, elevators and exit stairways. We are looking forward to being a member of the Downtown Office Core District and the rehabilitation movement, providing a concept that will not only aesthetically enhance but also engage and connect the existing neighborhood & community. Please see the enclosed Site, floor plan and rendering exhibits as reference to the above.

Thank you

Ly Dao
Owner Representative
1115 S. Casino Center Drive #3
Las Vegas, NV 89104

SDR-62361 - REVISED

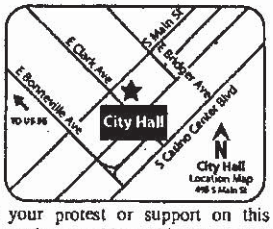
PRJ-61920
03/17/16

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

PRSRT STD
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED

JAN 4 2015

City of Las Vegas
Dept. of Planning

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: SDR-62361
13934410151
KOPPE GREGORY A SEPARATE FAM TR
KOPPE GREGORY A TRS
711 S 4TH ST #205
LAS VEGAS NV 89101-6763

☐ I SUPPORT this Request

☒ I OPPOSE this Request

I oppose any waiver of parking requirements or of Downtown Centennial Plan.

Please use available blank space on card for your comments.

SDR-62361 [PRJ-61920]
Planning Commission Meeting of 1/12/2016

45 LRDGNPI 89101

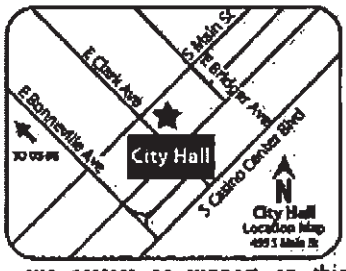
01/04/2016 01:44PM 702-382-5774 KOPPE & KOPPE PAGE 01/01

65P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT STD
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
JAN 5 2016
City of Las Vegas
Dept. of Planning

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Case: SDR-62361

13934401018
3RD GASS PARTNERS L L C
2487 SILVER BEACH DR
HENDERSON NV 89052

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-62361 [PRJ-61920]

Planning Commission Meeting of 1/12/2016

35 LRDGNP1 89052

65A

01/04/2016 16:46 702-989-5100 PAGE 01/02

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

702 - ~~229-6405~~
464-7499

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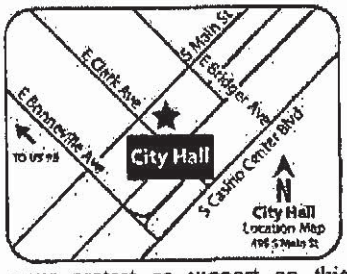
PAID
Las Vegas, NV
Permit No. 1630

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.
SDR-62361 [PRJ-61920]
Planning Commission Meeting of 1/12/2016

RECEIVED

JAN 5 2016

City of Las Vegas
Dept. of Planning

Case: SDR-62361
13934311091
LADAH LAW BUILDING L L C
8807 BIG BLUFF AVE
LAS VEGAS NV 89148-1419

65 LRDGMPI 89148

65A

of Las Vegas
partment of Planning
velopment Services Center
North Rancho Drive, 3rd Floor
Vegas, Nevada 89106

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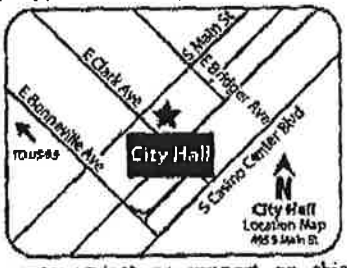
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

lease use available blank space on card for your comments.

DR-62361 [PRJ-61920]

lanning Commission Meeting of 4/12/2016

RECEIVED
APR 6 2016
City of Las Vegas
Dept. of Planning

Case: SDR-62361
13934301011
LAS VEGAS ICE L L C
5655 S YOSEMITE ST #301
GREENWOOD VILLAGE CO 80111-3221

72 BRDGHP1 80111

Submitted after final agend
Date 04/12/2016 Item 25A

City of Las Vegas Agenda Item No.: **103.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:

SDR-63197 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: OWENS STAR LLC - For possible action on a request for a Site Development Plan Review FOR A WAIVER TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER WHERE EIGHT FEET IS REQUIRED ALONG A PORTION OF THE SOUTHERN PROPERTY LINE at 3955 East Owens Avenue (APN 140-30-102-006), C-1 (Limited Commercial) Zone, Ward 5 (Barlow) [PRJ-62923]. The Planning Commission (4-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (4-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:

1. Abeyance Request
2. Location and Aerial Maps
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. Back up Submitted at the May 10, 2016 Planning Commission Meeting

Nora Lares

Subject: FW: Abey agenda

RECEIVED

MAY 26 2016

City of Las Vegas
Dept. of Planning

-----Original Message-----
From: Nicole Eddowes
Sent: Thursday, May 26, 2016 7:10 AM
To: Carman Burney
Subject: FW: Abey agenda

Below is the abeyance request for SDR-63197. Thank you.

Nicole Eddowes, M.S.
Planner II
Department of Planning
(702) 229-6745

Planning Department

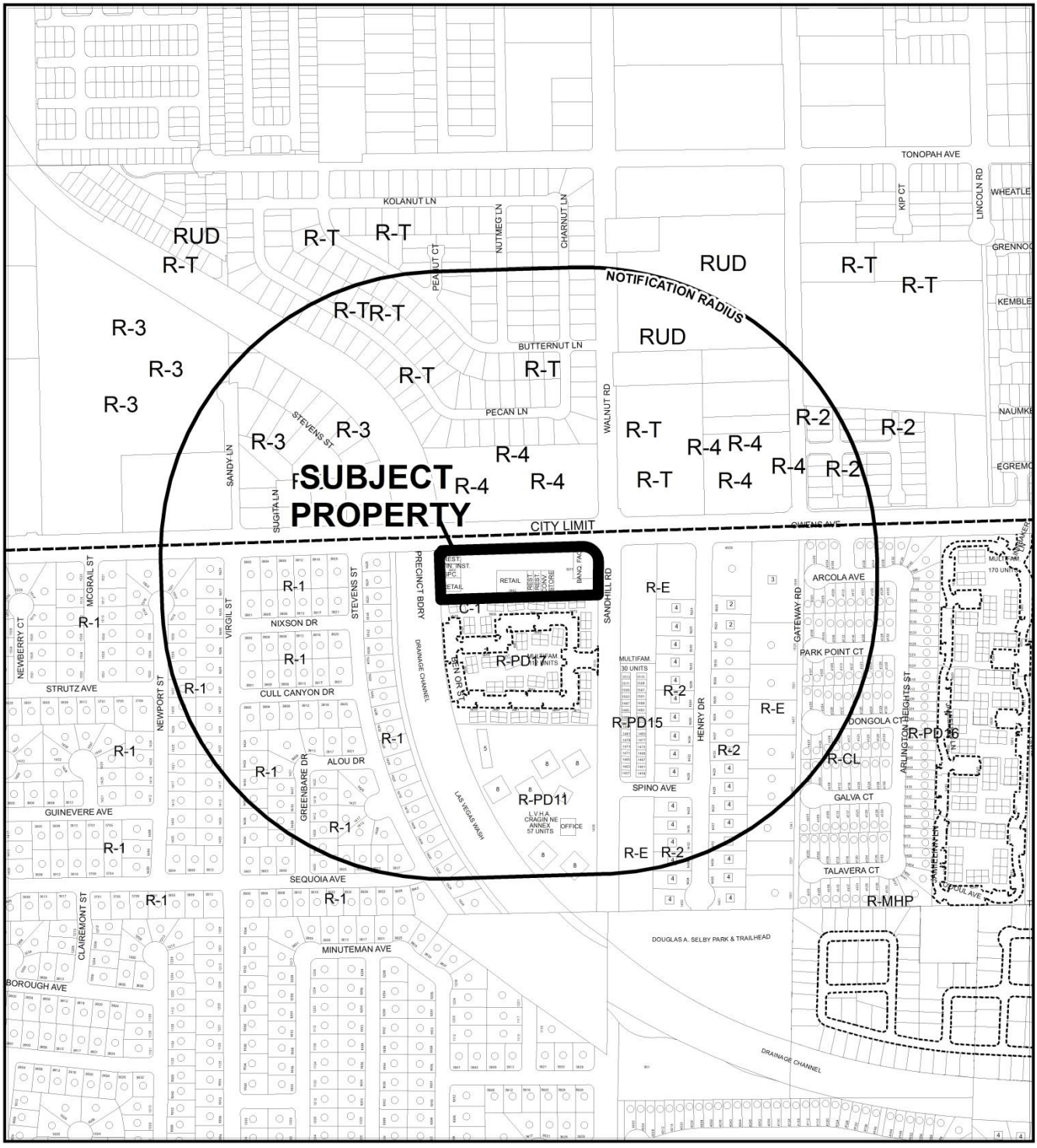
Your opinion is important! Click here to take a short survey.

This e-mail transmission, and any documents, files, or previous e-mail messages attached to it may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is prohibited. If you have received this transmission in error, please immediately notify us by reply e-mail, by forwarding this to sender and destroy the original transmission and its attachments without reading or saving them in any manner. Thank you.

-----Original Message-----
From: arik4@cox.net [mailto:arik4@cox.net]
Sent: Wednesday, May 25, 2016 10:00 PM
To: Nicole Eddowes
Subject: Abey agenda

Please remove our iteam until July 20 meeting We will need more time for meetings with city officials Thank you for all your help

Arik Raiter
Broker
First United Management Group, LLC
2540 anthem village dr #190
Henderson NV 89052

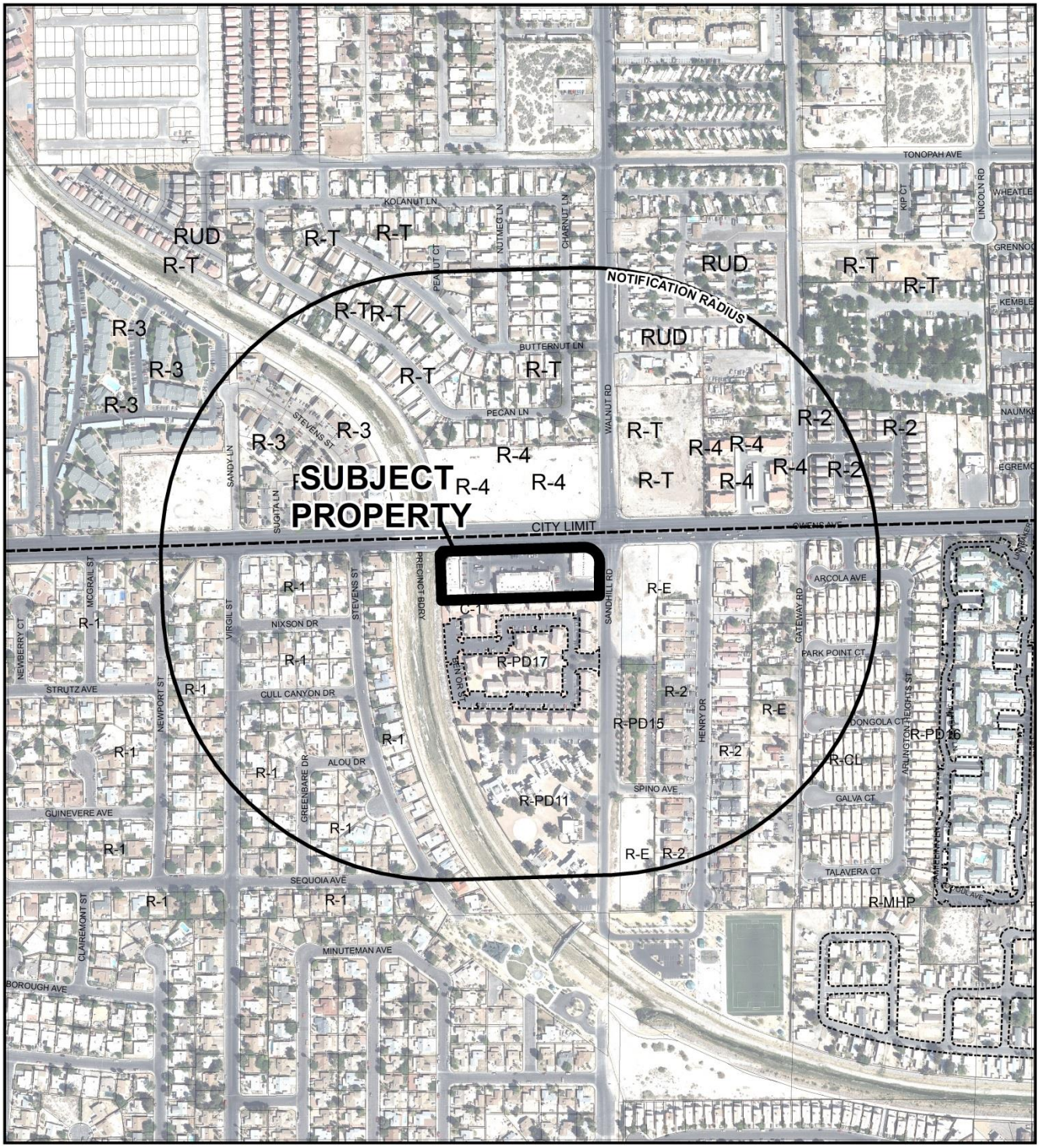


CASE: **SDR-63197 (PRJ-62923)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **SDR-63197 (PRJ-62923)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: OWENS STAR LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-63197	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

SDR-63197 CONDITIONS

Planning

1. Conformance to the Conditions of Approval for Site Development Plan Review [Z-57-01(1)] shall be required, except as amended herein if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the landscape plan, date stamped April 25, 2016, except as amended by conditions herein.

4. All trash, debris, and weeds shall be removed within 30 days of approval and permanently maintained thereafter.

5. Ground cover shall be installed in accordance with Title 19.08 within 30 days of approval.

6. The gates on the trash enclosure shall be replaced and the graffiti removed within 30 days of approval. Trash receptacles shall be kept within the trash enclosure at all times.

7. The shopping center shall be kept free of graffiti and liter at all times.

8. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

9. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

10. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted to the Department of Planning within 90 days of approval. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Landscaping shall not impede visibility of any traffic control device. The technical landscape plan shall demonstrate the existing conditions approved herein.

11. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review with a Waiver to allow for a zero-foot landscape buffer along a portion of the southern property line where eight feet is required; and an Exception to allow 35 trees with 47 shrubs where 72 trees with 288 shrubs are required. Staff finds the lack of landscape materials do not provide adequate buffering between the adjacent residential land use to the south and the existing shopping center and is recommending denial of the Waiver request; in addition, the lack of landscape materials in the remaining parking lot and landscape buffer areas is undesirable and do not provide for an aesthetically pleasing environment for the patrons and surrounding existing and future development and recommend denial of the Exception request as well. If approved, the existing landscape materials will remain with no additional landscaping materials to be provided. If denied, the applicant will be required to restore the landscaping in accordance with approved Landscape Plan date stamped February 5, 2005.

ISSUES

- A Waiver is required to allow for a zero-foot landscape buffer along a portion of the southern property line where eight feet is required.
- An Exception is required to allow 35 trees with 47 shrubs where 72 trees with 288 shrubs are required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/21/01	The City Council approved a request for a Rezoning (Z-57-01) from R-1 (Single Family Residential) under Resolution of Intent to O (Office) to C-1 (Limited Commercial) on 3.13 acres adjacent to the southwest corner of Owens Avenue and Sandhill Road. The Planning Commission recommended approval.
04/17/02	The City Council approved an appeal of a request for a Site Development Plan Review [Z-57-01(1)] and a reduction in the amount of Required Perimeter Landscaping for a proposed 27,400 square-foot Commercial Center on 3.13 acres adjacent to the southwest corner of Owens Avenue and Sandhill Road. The Planning Commission recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
01/07/04	The City Council approved a request for an Extension of Time (EOT-3281) of an approved Rezoning (Z-57-01) from R-1 (Single Family Residence) under Resolution of Intent to O (Office) to N-S (Neighborhood Services) on 3.13 acres adjacent to the southwest corner of Owens Avenue and Sandhill Road. The Planning Commission and staff recommended approval.
01/29/04	Code Enforcement processed a complaint (#9306) for construction beginning too early in the morning at 3955 East Owens Avenue. The case was resolved on 02/04/04.
12/13/04	Code Enforcement processed a complaint (#24462) for construction debris at 3965 East Owens Avenue. The case was resolved on 02/14/05.
02/12/05	Code Enforcement processed a complaint (#25937) for valentines vending without a license at 3965 East Owens Avenue. The case was resolved on 02/13/05.
10/19/05	The City Council approved a request for a Rezoning (ZON-8432) from N-S (Neighborhood Service to C-1 (Limited Commercial) on 2.38 acres adjacent to the southwest corner of Sandhill Road and Owens Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Special Use Permit (SUP-8433) for a proposed Liquor Establishment (On-Sale/Off-Sale/On-Off-Sale) within an existing market adjacent to the southwest corner of north Sandhill Road and Owens Avenue. The Planning Commission and Staff recommended approval.
04/05/06	The City Council approved a request for a Variance (VAR-11644) to allow 128 parking spaces where 143 parking spaces is the minimum number required on 2.27 acres at 3955 East Owens Avenue. The Planning Commission recommended approval, staff recommended denial.
	The City Council approved a request for a Master Sign Plan (MSP-11643) for a commercial development on 2.26 acres at 3965 East Owens Avenue. The Planning Commission and staff recommended approval.
04/19/06	The City Council approved a request for a Special Use Permit (SUP-11425) for a Financial Institution, Specified and a Waiver of the 200-foot distance separation requirement from a residential use at 3965 East Owens Avenue. The Planning Commission and staff recommended approval.
07/12/06	The City Council approved a Required Six Month Review (RQR-13859) of an approved Special Use Permit (SUP-8433) that allowed a Liquor Establishment (On-Sale/Off-Sale/On-Off-Sale) within an existing market at 3965 East Owens Avenue.
09/13/06	Code Enforcement processed a complaint (#46227) for selling food and cars in the parking lot at 3975 East Owens Avenue. The case was resolved on 09/14/06.
10/24/06	Code Enforcement processed a complaint (#47346) for graffiti on the building at 3955 East Owens Avenue. The case was resolved on 11/06/06.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/21/07	The City Council approved a request for a Site Development Plan Review (SDR-18644) for a proposed ice vending kiosk within an existing shopping center on 2.26 acres at 3975 East Owens Avenue. The Planning Commission and staff recommended approval.
05/23/07	Code Enforcement processed a complaint (#53582) for non-permitted signs at 3955 East Owens Avenue. The case was resolved on 06/20/07.
03/05/08	The City Council approved a request for a Review of Condition (ROC-26440) to remove Condition Number 7 of an approved Special Use Permit (SUP-8433) which prohibited the sale of individual containers of any size of beer, wine coolers, or screw cap wine, that all such products shall remain in their original configurations as shipped by the manufacturer, and that no repackaging of containers into groups smaller than the original shipping container size shall be permitted at 3965 East Owens Avenue. Staff recommended denial.
01/30/09	Code Enforcement processed a complaint (#74139) for a partially boarded vacant building and graffiti on the windows at 3975 East Owens Avenue. The case was resolved on 02/13/09.
03/30/09	Code Enforcement processed a complaint (#76263) for high weeds and graffiti at 3975 East Owens Avenue. The case was resolved on 04/08/09.
06/11/09	Staff administratively approved an Administrative Required Review (RQR-34325) of a previously approved Review of Condition (ROC-26440) to remove Condition Number 7 of an approved Special Use Permit (SUP-8433) which prohibited the sale of individual containers of any size of beer, wine coolers, or screw cap wine, that all such products shall remain in their original configurations as shipped by the manufacturer, and that no repackaging of containers into groups smaller than the original shipping container size shall be permitted at 3965 East Owens Avenue. Staff recommended approval.
10/19/09	Code Enforcement processed a complaint (#83328) for graffiti on the building at 3955 East Owens Avenue. The case was resolved on 10/24/09.
03/22/10	Code Enforcement processed a complaint (#87627) for graffiti on the front and back of buildings at 3955 East Owens Avenue. The case was resolved on 04/10/10.
08/14/10	Code Enforcement processed a complaint (#93652) for open air vendors on a vacant lot at 3955 East Owens Avenue. The case was resolved on 01/08/11.
05/05/11	Code Enforcement processed a complaint (#101545) for graffiti on the building at 3955 East Owens Avenue. The case was resolved on 05/10/11.
11/22/11	Code Enforcement processed a complaint (#108011) that the shopping center is in need of parking lot striping, landscape repair, and the removal of illegal signs at 3955 East Owens Avenue. The case was resolved on 01/26/12.
	Code Enforcement processed a complaint (#108013) that the shopping center is in need of parking lot striping, landscape repair, and the removal of illegal signs at 3975 East Owens Avenue. The case was resolved on 01/26/12.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
09/20/12	Code Enforcement processed a complaint (#119958) for a water leak damaging surrounding properties at 3955 East Owens Avenue. The case was resolved on 09/26/12.
03/27/13	Code Enforcement processed a complaint (#126758) for graffiti on the buildings at 3965 East Owens Avenue. The case was resolved on 04/08/13.
05/23/13	Code Enforcement processed a complaint (#129222) for graffiti on the buildings at 3955 East Owens Avenue. The case was resolved on 06/11/13.
	Code Enforcement processed a complaint (#129223) for graffiti on the buildings at 3975 East Owens Avenue. The case was resolved on 06/11/13.
07/17/13	Code Enforcement processed a complaint (#131085) for a trash and debris outside the dumpsters, dumpsters too small for amount of trash generated, graffiti on buildings, and banners at 3975 East Owens Avenue. The case was resolved on 08/13/13.
11/25/14	Code Enforcement processed a complaint (#148392) for graffiti on the buildings at 3955 East Owens Avenue. The case was resolved on 02/04/15.
02/04/15	Code Enforcement processed a complaint (#150263) for overall code violations in the shopping center at 3965 East Owens Avenue. The case is currently open.
	Code Enforcement processed a complaint (#150272) for overall code violations in the shopping center at 3955 East Owens Avenue. The case is currently open.
	Code Enforcement processed a complaint (#150264) for overall code violations in the shopping center at 3975 East Owens Avenue. The case is currently open.
08/25/15	Code Enforcement processed a complaint (#158754) for vacant/available buildings and suites being open and not secured at 3955 East Owens Avenue. The case was resolved on 08/26/15.
09/24/15	Code Enforcement processed a complaint (#159739) for a water leak and open sewer line clean out at 3955 East Owens Avenue. The case was resolved on 11/12/15.
03/24/16	Code Enforcement processed a complaint (#164853) for graffiti on the buildings at 3955 East Owens Avenue. The case was resolved on 04/13/16.
05/10/16	The Planning Commission unanimously voted to recommend APPROVAL on a request for a Site Development Plan Review (SDR-63197) FOR A WAIVER TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER WHERE EIGHT FEET IS REQUIRED ALONG A PORTION OF THE SOUTHERN PROPERTY LINE at 3955 East Owens Avenue (APN 140-30-102-006), C-1 (Limited Commercial) Zone, Ward 5 (Barlow) [PRJ-62923].

Most Recent Change of Ownership	
03/24/03	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/14/04	A building permit (#4000795) was issued for onsite improvements and hardscapes at 3965 East Owens Avenue. The permit expired on 07/17/04.
	A building permit (#4000796) was issued for a shell building at 3965 East Owens Avenue. The permit expired on 05/07/05.
08/30/04	A building permit (#26131) was issued for a trash enclosure at 3965 East Owens Avenue. The permit expired on 09/06/06.
05/20/05	A building permit (#728174) was issued for onsite improvements at 3955 East Owens Avenue. The permit expired on 11/19/05.
	A building permit (#723086) was issued for a shell building at 3955 East Owens Avenue. The permit received its final inspection on 01/27/06.
10/03/05	A building permit (#5006880) was issued for onsite improvements and hardscapes at 3975 East Owens Avenue. The permit expired on 04/29/06.
	A building permit (#723896) was issued for a shell building at 3975 East Owens Avenue. The permit received its final inspection on 08/09/06.
02/10/06	A building permit (#59544) was issued for a trash enclosure at 3975 East Owens Avenue. The permit expired on 09/06/06.
04/13/06	A business license (C05-02462) was issued for a Tobacco Dealer at 3955 East Owens Avenue, Suite 140. The license is active.
05/18/07	A building permit (#7001676) was issued for a pre-manufactured kiosk at 3959 East Owens Avenue. The permit received its final inspection on 11/29/07.
03/12/15	A business license (G63-01817) was issued for a Convenience Store at 3955 East Owens Avenue, Suite 160. The license is active.
	A business license (G63-01818) was issued for a Wire Service at 3955 East Owens Avenue, Suite 160. The license is active.
04/27/15	A business license (P63-00165) was issued for a Smoke Shop at 3955 East Owens Avenue, Suite 140. The license is active.

Pre-Application Meeting	
12/17/16	Staff conducted a pre-application meeting where the submittal requirements for a Site Development Plan Review were discussed.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/31/16	During a routine field check performed by staff, portions of the landscape buffer were missing the required trees, shrubs and ground cover. Some of these areas had also become overcome with weeds. The shopping center itself had litter and trash throughout; the trash receptacle was not within the trash enclosure and was overflowing with trash; the trash enclosure was missing the gates and had been defaced with graffiti; and non-permitted banners were also observed. The above mentioned concerns are part of current Code Enforcement case numbers 150263, 150264, and 150272, and will addressed accordingly at the conclusion of this application. In addition, staff has added conditions of approval to ensure the above mentioned concerns are addressed if this application is approved.

Details of Application Request	
Site Area	
Net Acres	2.26

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Vacant Lot	RUC (Residential Urban Center) Clark County, Nevada	R-4 [Multiple-Family Residential District (High Density)] Clark County, Nevada
South	Multi-Family Residential	M (Medium Density Residential)	R-PD17 (Residential Planned Development – 17 Units Per Acre)

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
East	Vacant Lot	M (Medium Density Residential)	R-E (Residence Estates)
West	Drainage Channel (Wash)	PF (Public Facilities)	R-1 (Single Family Residential)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
No Applicable Special Purpose or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Landscape Plan date stamped 02/28/05 (Exhibit 1), the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Trees			
Buffer Trees: • North • South • East • West	 26 Trees 24 Trees 6 Trees 2 Trees		 19 Trees 5 Trees 4 Trees Zero Trees	 N* N* N* N*
TOTAL PERIMETER TREES		**58 Trees**	**28 Trees**	**N***
Parking Area Trees	Per approved Landscape Plan date stamped 02/28/05.	14 Trees	7 Trees	N*
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width • South	 8 Feet		 Zero Feet	 N**

**The applicant is requesting an Exception for a reduced amount of trees and shrubs.*
***The applicant is requesting a Waiver to allow for a zero-foot landscape buffer along a portion of the southern property line where eight feet is required.*

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Owens Avenue	Primary Arterial	Master Plan of Streets and Highways	100	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
Eight-foot landscape buffer along the southern property line.	Zero-foot landscape buffer along a portion of the southern property line.	Denial

Exceptions		
Requirement	***Request***	***Staff Recommendation***
A Total of 72 Trees with 4 Shrubs for each Tree (288 Shrubs) within the Landscape Buffers and Parking Lot Islands.	35 Trees and 47 Shrubs	Denial

ANALYSIS

The applicant is requesting a Site Development Plan Review to reduce the required number of trees and shrubs in the landscape buffer areas and the parking lot from 72 trees with 288 shrubs to 35 trees with 47 shrubs; and a Waiver to allow for a Zero-foot landscape along a portion of the south property line where eight feet is required.

In accordance with Site Development Plan Review [Z-0057-01(1)], the applicant was required to submit a revised Landscape Plan at the same time application was made for a building permit. Exhibit 1 demonstrates the Landscape Plan submitted to the Department of Planning and approved on February 5, 2005.

Over time, the landscape materials in the shopping center's landscape buffer areas and parking lot areas have been reduced significantly without being replaced as necessary. In addition, the eight-foot landscape buffer located along the south property line behind the centrally located building in the shopping center has been removed and replaced with concrete. As expressed in the justification letter, the applicant is requesting to keep the landscaping "as is" for security and visibility reasons, and to retain easy access for emergency doors to the rear of the centrally located building within the shopping center.

Staff finds the lack of landscape materials along the south property line do not provide adequate buffering between the adjacent residential land use to the south and the existing shopping center. In addition, the lack of landscape materials in the remaining parking lot and landscape buffer areas is undesirable and does not provide for an aesthetically pleasing environment for the patrons and surrounding existing and future development in the area. Through proper care and maintenance, trees and shrubs do not create a security risk and provide adjacent residential neighborhoods an adequate buffer from errant sound and light; for these reasons, staff recommends denial of both the requested Waiver for a zero-foot landscape buffer along a portion of the south property line, and the requested Exception to reduce the required amount of landscape material from 72 trees and 288 shrubs, to 35 trees with 45 shrubs. If approved, the existing landscape materials will remain with no additional landscaping materials being provided. If denied, the applicant will be required to restore the landscaping in accordance with approved Landscape Plan date stamped February 5, 2005.

FINDINGS (SDR-63197)

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;**

   This is an existing shopping center adjacent to existing residential. The lack of landscape materials do not provide adequate buffering between the residential and commercial land use, and is not compatible with adjacent development in the area.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed lack of required landscape materials is not consistent with Title 19's Landscape Standards.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access and circulation are existing, and are not part of this Site Development Plan Review.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The existing landscape materials are appropriate for a desert climate.

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;**

   This is an existing shopping center and the building elevations are not being evaluated at this time, but the lack of perimeter and parking lot landscaping is undesirable and does not create an aesthetically pleasing environment.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The lack of required landscape buffers and materials do not aid in the general welfare of the public. Landscape buffers aid in protecting residential neighborhoods from errant commercial noise and lighting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 394 (By City Clerk)

APPROVALS 0

PROTESTS 2

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SDR-63197

Case Number: PRJ-62923 APN: _____

Name of Property Owner: OWENS STAR LLC

Name of Applicant: OWENS STAR LLC

Name of Representative: ARIK RAITER

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: ARIK RAITER

Subscribed and sworn before me

This 8 day of January, 2016

_____

Notary Public in and for said County and State

JEFFREY CRAIG
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 8-14-18
Certificate No: 14-14552-1

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

PRJ-62923
04/04/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: _____

Project Address (Location) 3965 E. OWENS

Project Name OWENS PLAZA **Proposed Use** _____

Assessor's Parcel #(s) _____ **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER OWENS STAR LLC **Contact** ARIK RAITER

Address 107 WATER ST #210 **Phone:** 702 355 3977 **Fax:** 702 547 6841

City HENDERSON NV 89052 **State** NV **Zip** 89052

E-mail Address ARIK4@COX.NET

APPLICANT OWENS STAR LLC **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City SAME **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE ARIK RAITER **Contact** 702-355-3977

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 ARIK RAITER

Subscribed and sworn before me

This 9th day of January, 20 16.

_____

Notary Public in and for said County and State

JEFFREY CRAIG
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 8-14-18
Certificate No: 14-14552-1

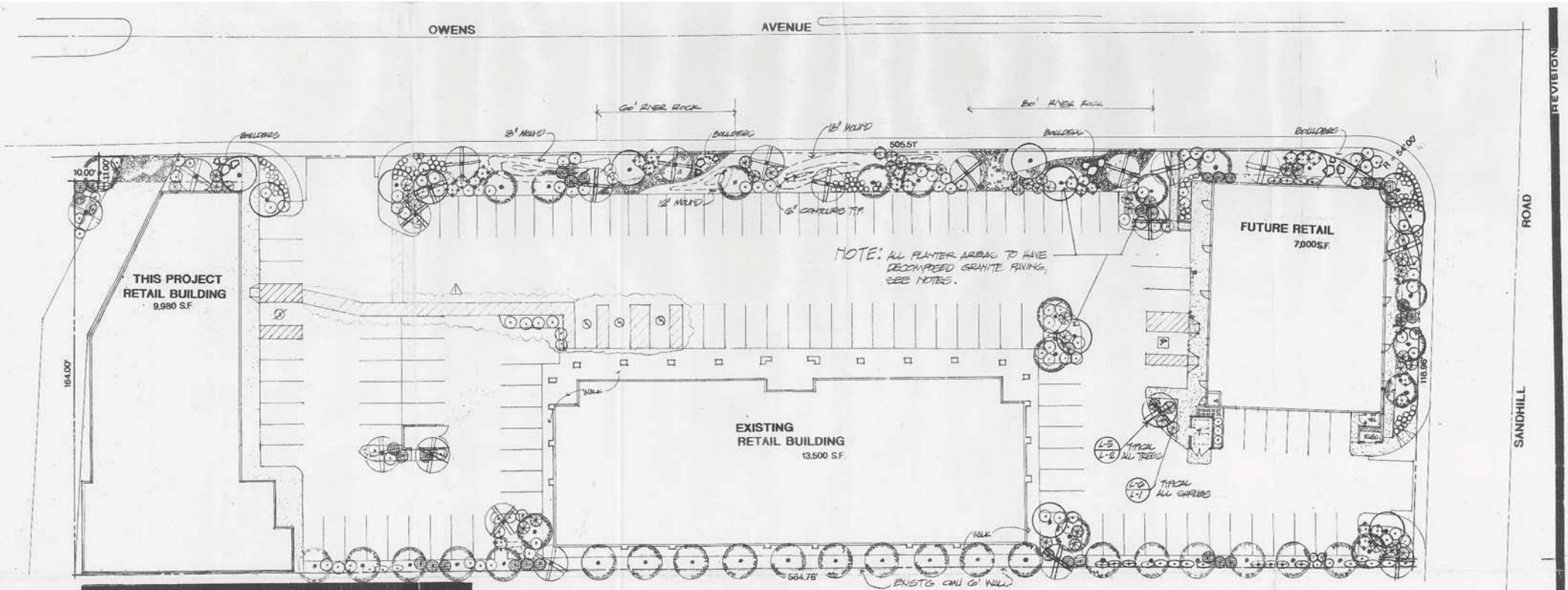
Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SDR-63197
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-62923
04/04/16



LANDSCAPE PLAN SCALE 1"= 20'- 0"

NORTH

APPROVED LANDSCAPING PLAN

UNDERGROUND SPRINKLING SYSTEM REQUIRED IN ALL LANDSCAPED AREAS

Planning & Development Department

LANDSCAPE & IRRIGATION NOTES

GENERAL

G-1 The entire irrigation system shall be unconditionally guaranteed for one year after final completion to be free of material and workmanship defects and as to performance and full coverage of the system.

G-2 Landscaping shall be maintained for a period of 30 days after final completion.

G-3 Trees and shrubs shall be unconditionally guaranteed after the final completion of the project as follows:
15 gal. and smaller - 60 days
24" box and larger - through one growing season.

GC-2 Plant ground cover plants from flats plants at 12" o.c. unless noted otherwise.

GRAVEL PAVING

GP-1 Gravel at planter areas shall be decomposed granite, 1/4" to 1/2" sieve and minimum depth installed of 1 1/2", color as selected by Architect. Install engineering fabric under gravel except at tree/shrub wells.

LANDSCAPE BOULDERS

LB-1 Landscape boulders to be "granite" as shown on the Drawings. Sizes to be equally divided between 100 lb. 500 lb. and 1,500 lb. Set boulders so that approximately the bottom 1/5th is below finish grade.

MOUNDS

M-1 The landscape contractor shall provide mounds as shown on the Drawings. Use excess on-site earth fill material if available or provide suitable clean import that is of a sandy nature, heavy clay import in not acceptable.

TREE AND SHRUBS

T-1 All shrubs and trees shall be full size of container specified, #1 quality, healthy and disease free.

T-2 All tree and shrub pits shall be 1 1/2 times the dimensions of the root ball. Provide 4" high watering basin wells approximately the diameter of the pit. Treat pit with "agriform" tablets at the following rate:

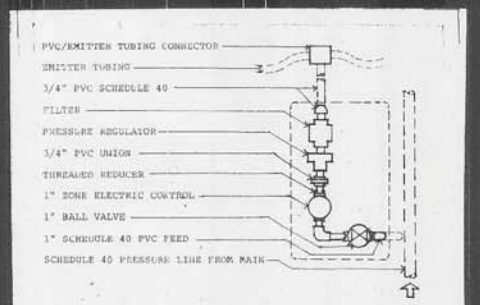
1 gal. shrub	three 7 gram
5 gal. shrub	six 7 gram
15 gal. shrub	nine 7 gram
5 gal. tree	two 21 gram
15 gal. tree	three 21 gram
24" box tree	five 21 gram
36" box tree	seven 21 gram

Back fill with a 50% - 50% mixture of mulch and soil. Stake all trees with two l 1/2 " treated stakes and tie with rubber hose and wire.

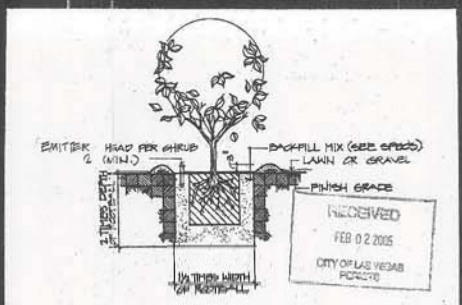
T-3 All planter areas, except at ground cover or lawn shall have minimum 1 1/2" of gravel paving. Install over engineering fabric (separation-filtration fabric) except at tree/shrub watering basins (wells). Provide mounding as shown.

LANDSCAPING LEGEND

SYMBOL	DESIGNATION	SIZE
	AFRICAN SUMAC RHUS LANCEA	24" BOX
	NORFOLK PINE PINUS ELDARICA	24" BOX
	RED LEAF FLOWERING PLUM PRUNUS CERASIFERA ATROPURPUREA	24" BOX
	DWARF HOOK ORANGE PITTOSPORUM TOBIRA 'WHEELER'S	5 GAL
	GREEN CLOUD TEXAS RANGER LEUCOPHYLLUM FRUTESCENS	5 GAL
	YUCCA PENDULA RECURVIFOLIA	5 GAL
	RED YUCCA HESPERALOE PARVIFLORA	5 GAL
	HEAVENLY BAMBOO NANDINA DOMESTICA	5 GAL
	PETITE PINK OLEANDER "NERIUM OLEANDER" PETITE PINK"	5 GAL
	FESTUCA OVINA "GLAUCA"	1 GAL @ 18" O.C.
	SMOOTH RIVER ROCK TAN / GRAY	12" TO 6" MIN 4" DEPTH
	BOULDERS - SMOOTH GRAY / TAN GRANITE-GROUP OF 3	1 EA - 1500LB, 500 LB, & 100 LB



DRIP ZONE VALVE ASSEMBLY NO SCALE 1



Shrub planting NO SCALE L-6

PRJ-62923
04/25/16

3955-3115 E. Owens Ave.

DETAILS & NOTES

SHEET NO

SDR-63197 - REVISED



SDR-63197 - REVISED



SDR-63197 [PRJ-63923] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: OWENS STAR LLC
3955 EAST OWENS AVENUE

03/31/16



SDR-63197 [PRJ-63923] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: OWENS STAR LLC
3955 EAST OWENS AVENUE

03/31/16



SDR-63197 [PRJ-63923] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: OWENS STAR LLC
3955 EAST OWENS AVENUE

03/31/16



SDR-63197 [PRJ-63923] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: OWENS STAR LLC 3955 EAST OWENS AVENUE

03/31/16



SDR-63197 [PRJ-63923] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: OWENS STAR LLC
3955 EAST OWENS AVENUE

03/31/16



SDR-63197 [PRJ-63923] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: OWENS STAR LLC
3955 EAST OWENS AVENUE

03/31/16



SDR-63197 [PRJ-63923] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: OWENS STAR LLC 3955 EAST OWENS AVENUE

03/31/16

OWENS STAR, LLC

107 S. WATER ST #210
Henderson, NV 89015

(702) 527-6851 Phone
(702) 527-6841 Fax
Arik4@cox.net E-Mail

Mailing address:
P. O. Box 531048
Henderson, NV 89053

April 4, 2016
RE: Sandhill/Owens
Justification Letter

To Whom It May Concern:

Please accept this letter as request to keep the current landscape at the center. The center was built over 15 years ago thus the landscape has grown and matured. We would like to keep the landscape "as is" for security reasons as we would like the building to be visible from the street and the back of the building between the building and the block wall open from landscape for safety reasons. We have emergency exit doors at the back.

I hope you can see our concern and why it is important to make no changes to the current landscape.

Thank you,

Sincerely,

Arik Raiter
Owens Star LLC

PRJ-62923
04/04/16

SDR-63197

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

PRSRT
FIRST CLASS MAIL
U.S. Postage
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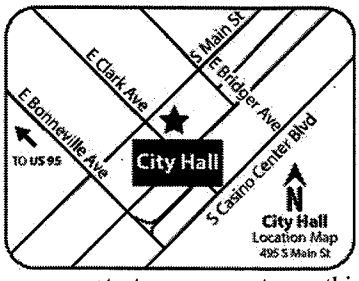
Las Vegas, NV
Permit No. 1630

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. 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.

SDR-63197 [PRJ-62923]
Planning Commission Meeting of 5/10/2016

RECEIVED
MAY 12 2016
City of Las Vegas
Dept. of Planning

Case: SDR-63197

13934613178
SIEMERS DONALD DEAN
150 N LAS VEGAS BLVD #1903
LAS VEGAS NV 89101

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-63197 [PRJ-62923]

Planning Commission Meeting of 5/10/2016

RECEIVED

MAY 10 2016

City of Las Vegas
Dept. of Planning

Case: SDR-63197

14030502004
LANIER SHIRLEY COOK & ARTHUR LEE
1501 N GATEWAY RD
LAS VEGAS NV 89110-1203

57 89109P1 0910

Submitted after final agenda

Date 5/10/2016 Item 58P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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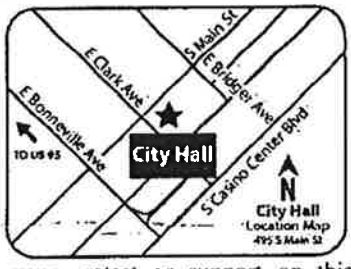
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED

MAY 10 2016

City of Las Vegas
Dept. of Planning

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Case: SDR-63197

13934613114
ANDREWS JOHN ELIAS LIVING TRUST
ANDREWS JOHN E TRS
8022 S RAINBOW BLVD #343
LAS VEGAS NV 89139

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-63197 [PRJ-62923]
Planning Commission Meeting of 5/10/2016

109 BRDGNP1 89139

Submitted after final agenda
Date 5/10/2016 Item 58A

City of Las Vegas Agenda Item No.: **104.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

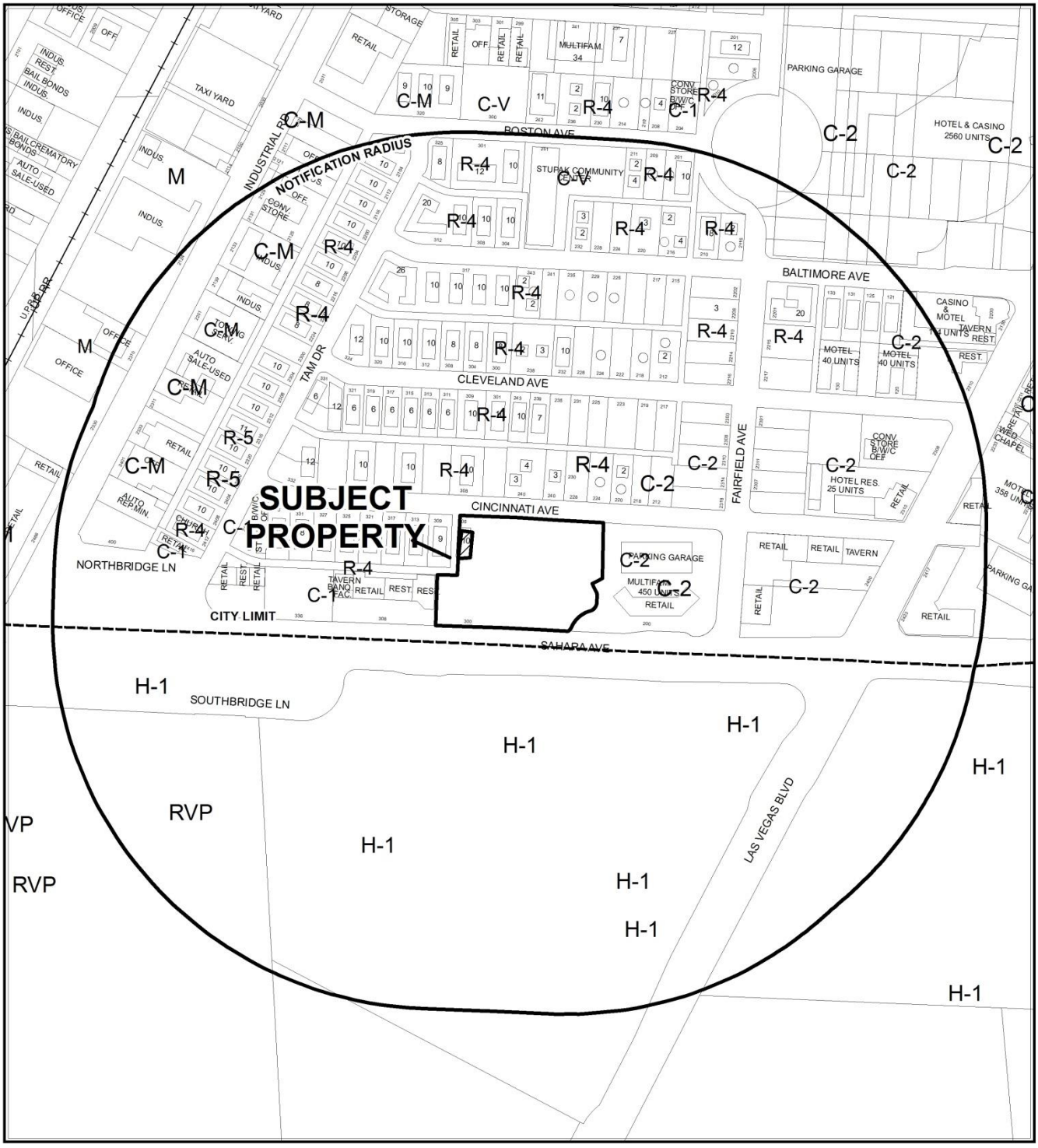
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-63591 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: LUCKY DRAGON, LP - For possible action on a request for a Major Amendment of an approved Site Development Plan Review (SDR-43890) FOR REVISED HOTEL BUILDING AND PARKING GARAGE ELEVATIONS AND A WAIVER OF DOWNTOWN CENTENNIAL PLAN PARKING STRUCTURE DESIGN STANDARDS IN CONJUNCTION WITH AN APPROVED 240,199 SQUARE-FOOT HOTEL/CASINO on 2.51 acres on the north side of Sahara Avenue, approximately 410 feet west of Fairfield Avenue (APN 162-04-816-001), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-63572]. Staff recommends DENIAL. The Planning Commission (4-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**8**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (4-0 vote) recommends 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. Back up Submitted at the May 10, 2016 Planning Commission Meeting



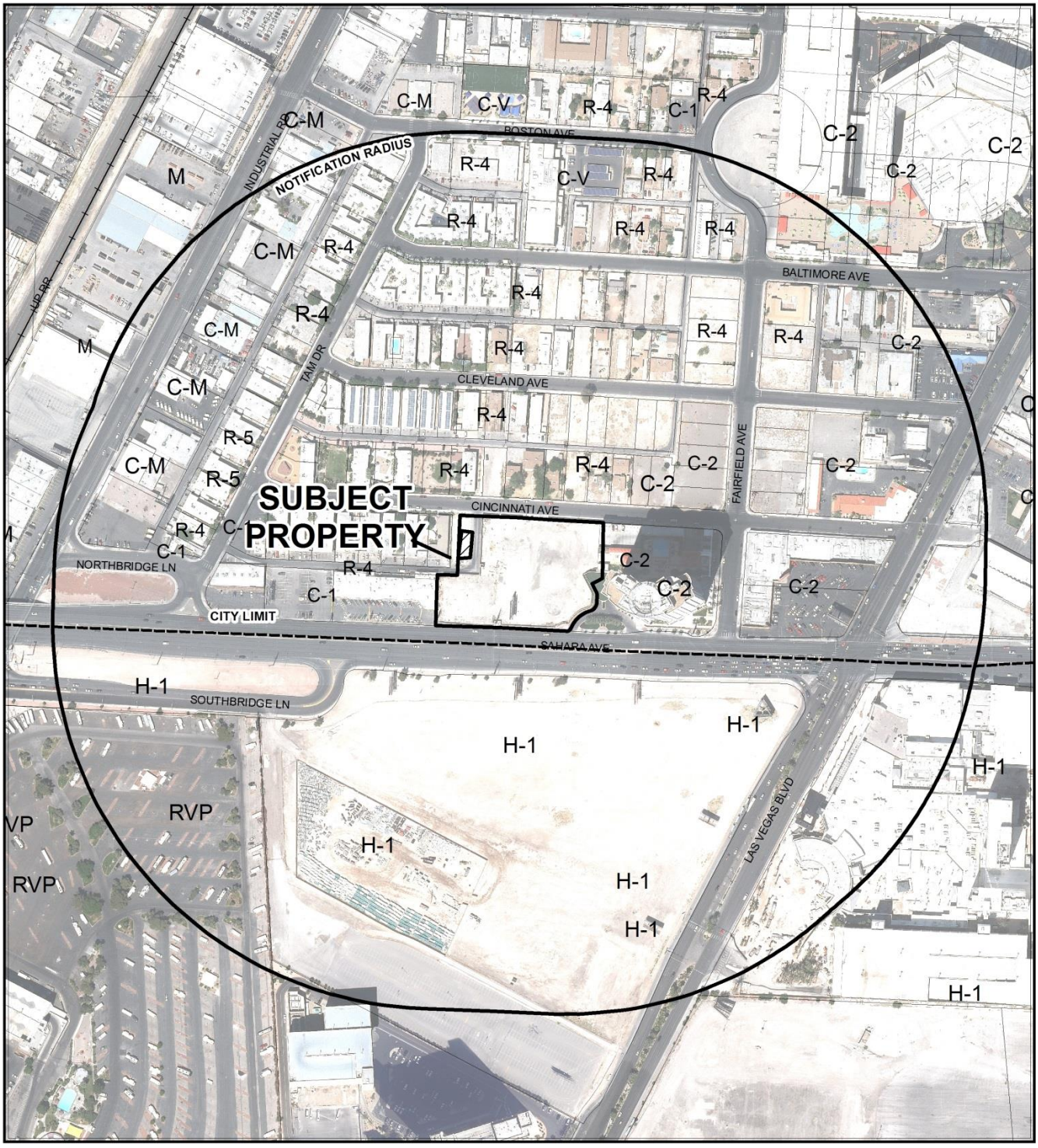
0 300 600 Feet

CASE: **SDR-63591(PRJ-63572)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 300 600 Feet

CASE: **SDR-63591(PRJ-63572)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: LUCKY DRAGON, LP

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-63591	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

SDR-63591 CONDITIONS

Planning

1. Conformance to the approved conditions of approval for Site Development Plan Review (SDR-43890), except as amended herein.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 02/25/16, except as amended by conditions herein.

4. A Waiver from the Downtown Centennial Plan is hereby approved, to allow the parking garage to contain different materials and finishes than the hotel/casino building where such materials and finishes are required to be incorporated into the garage.

5. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

8. Site development to comply with all applicable conditions of approval for Site Development Plan Review SDR-43890 and all other applicable site-related actions.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting to revise the approved elevations for the Lucky Dragon Hotel and Casino to remove colored metal panels from the parking garage that were used as a screening device and to replace the painted metal panels on the casino with a smooth, scored and colored EIFS product that resembles the metal panels. The Downtown Centennial Plan requires uniformity of architectural form, materials, finishes and proportions between parking garages and the primary buildings they serve. With removal of the red colored metal panels, the garage, which faces Cincinnati Avenue, would lack screening of the open areas of the garage, become visually and architecturally disconnected from the hotel/casino and aesthetically incompatible with other properties in the vicinity. Staff therefore recommends denial of the waiver and the associated Site Development Plan Review, with conditions if approved.

ISSUES

- A Waiver of the Downtown Centennial Plan (Northern Strip Gateway District) is required to allow the parking garage to contain different materials and finishes than the hotel/casino building where such are required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/22/61	The Board of City Commissioners approved a request for Rezoning (Z-0013-61) from R-3 (Limited Multiple Residence) to C-1 (Limited or Neighborhood Commercial) on property generally located at the northwest corner of San Francisco Avenue and Fairfield Avenue. The Planning Commission recommended approval.
07/26/61	The Board of City Commissioners approved a request for Rezoning (Z-0026-61) from R-3 (Limited Multiple Residence) to C-1 (Limited or Neighborhood Commercial) on property generally located on the north side of San Francisco Avenue between Tam Drive and Fairfield Avenue. The Planning Commission recommended approval.
03/08/99	The City Council approved a Petition to Vacate (VAC-0001-99) alleys generally located on the south side of Cincinnati Avenue, between Tam Drive and Fairfield Avenue. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/08/99	The City Council approved a request for Rezoning (Z-0002-99) from C-1 (Limited Commercial), C-2 (General Commercial), R-3 (Medium Density Residential) and R-4 (High Density Residential) to C-2 (General Commercial) on 5.00 acres at the northwest corner of Sahara Avenue and Fairfield Avenue. The Planning Commission and staff recommended approval.
06/20/07	The City Council approved a request for a Vacation (VAC-20805) to vacate a 27-foot 4-inch wide section of public right-of-way generally located between Cincinnati Avenue and Sahara Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a Variance (VAR-20806) to allow a 12-foot tall wall along the west and north property lines where eight feet is the maximum height permitted on property located at 300 West Sahara Avenue. The Planning Commission and staff recommended approval.
03/19/08	The City Council approved a request for Rezoning (ZON-25295) from C-1 (Limited Commercial) to C-2 (General Commercial) on 0.47 acres adjacent to the north side of Sahara Avenue, approximately 570 feet west of Fairfield Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a Special Use Permit (SUP-25262) for a 795-foot tall building in the A-O (Airport Overlay) District where the height limitation is 175 feet, located on the north side of Sahara Avenue, approximately 375 feet west of Fairfield Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a Special Use Permit (SUP-25263) for a proposed Mixed-Use Development located on the north side of Sahara Avenue, approximately 375 feet west of Fairfield Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a Special Use Permit (SUP-25264) for a proposed Gaming Establishment, Nonrestricted located on the north side of Sahara Avenue, approximately 375 feet west of Fairfield Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a Site Development Plan Review (SDR-25261) for a proposed 72-story Mixed-Use Development, including a 1,300-room Hotel, 67,800 square-foot Nonrestricted Gaming Establishment, 254,240 square feet of commercial space and 40 residential condominium units with a waiver of the Downtown Centennial Plan Standards for the build-to line requirement adjacent to the north side of Sahara Avenue, approximately 375 feet west of Fairfield Avenue.
02/15/12	The City Council approved a request for a General Plan Amendment (GPA-43887) from MXU (Mixed Use) to C (Commercial) and a related request for Rezoning (ZON-43888) from R-4 (High Density Residential) to C-2 (General Commercial) on 0.20 acres at 305 West Cincinnati Avenue. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/15/12	The City Council approved a request for a Special Use Permit (SUP-43889) Gaming Establishment, Non-restricted on the north side of Sahara Avenue, approximately 410 feet west of Fairfield Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Rezoning (ZON-43888) from R-4 (High Density Residential) to C-2 (General Commercial) on 0.20 acres at 305 West Cincinnati Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Site Development Plan Review (SDR-43890) for a proposed 240,144 square-foot, 201-unit, 10-story Hotel/Casino with a 466-space parking garage and waivers of the Downtown Centennial Plan Standards for streetscape, service area/loading dock, utility location, perimeter wall height and wall treatment at the street level requirements on 2.63 acres along the north side of Sahara Avenue, approximately 410 feet west of Fairfield Avenue. The Planning Commission recommended approval; staff recommended denial. The entitlement has been exercised.
02/15/12	The City Council approved a request for a Vacation (VAC-43891) to vacate a portion of an existing alley south of Cincinnati Avenue and east of Tam Drive. The Order of Vacation was recorded 10/23/14.
03/13/12	The Planning Commission approved a request for a Tentative Map (TMP-44450) for a one-lot commercial subdivision on 2.63 acres adjacent to the north side of Sahara Avenue, approximately 410 feet west of Fairfield Avenue. Staff recommended approval.
05/06/13	A code enforcement case (128349) was processed for an open and accessible structure, a hole in a chain link fence, high weeds, overflowing dumpster and graffiti at 305 West Cincinnati Avenue. The case was resolved on 05/21/13.
02/19/14	The City Council approved an Extension of Time (EOT-52466) for a Gaming Establishment, Non-Restricted Use on the north side of Sahara Avenue, approximately 410 feet west of Fairfield Avenue. Staff recommended approval.
02/20/14	Department of Planning staff administratively approved an Extension of Time (EOT-52467) of an approved Petition to Vacate (VAC-43891) a portion of an existing alley south of Cincinnati Avenue, east of Tam Drive.
12/03/14	Department of Planning staff administratively approved a Site Development Plan Review (SDR-56654) for a Minor Amendment of a previously approved Site Development Plan Review (SDR-43890) to reduce the building height by one story, modify the façade, update the floor plans, revise the landscape plans, revise the ingress/egress drive aisle, remove the garage exit ramp on the east side of the project and align the parking garage with Cincinnati Avenue on 2.63 acres on the north side of Sahara Avenue, approximately 410 feet west of Fairfield Avenue.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
04/17/15	A Final Map (FMP-54803) for a one-lot commercial subdivision (Lucky Dragon) on 2.52 acres on the north side of Sahara Avenue, approximately 380 feet west of Fairfield Avenue, was recorded.
12/03/16	The City Council approved a Review of Condition (ROC-56669) of an approved Site Development Plan Review (SDR-43890) to amend Condition #6, which allowed (via waiver of the Downtown Centennial Plan) an 8 to 10-foot meandering sidewalk along the Sahara Avenue frontage, to allow a 5 to 10-foot meandering sidewalk. Staff recommended approval.
04/12/16	The Planning Commission voted to hold this item (SDR-63591) in abeyance to the May 10, 2016 Planning Commission meeting at the applicant's request to work with staff.
05/10/16	The Planning Commission unanimously voted to recommend APPROVAL of a request for a Site Development Plan Review (SDR-63591) a Major Amendment of an approved Site Development Plan Review (SDR-43890) for revised hotel building and parking garage elevations and a waiver of downtown centennial plan parking structure design standards in conjunction with an approved 240,199 square-foot hotel/casino on 2.51 acres on the north side of Sahara Avenue, approximately 410 feet west of Fairfield Avenue (APN 162-04-816-001), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-63572].

Most Recent Change of Ownership	
09/16/14	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
No business licenses have been issued for this location.	
02/12/15	A building permit (279525) was issued for early grading at 300 West Sahara Avenue. A final inspection has not been approved.
03/30/15	A building permit (277260) was issued for a hotel/casino foundation at 300 West Sahara Avenue. A final inspection has not been approved.
07/01/15	A building permit (272364) was issued for a casino and parking garage at 300 West Sahara Avenue. A final inspection has not been approved.
	A building permit (272365) was issued for a hotel tower at 300 West Sahara Avenue. A final inspection has not been approved.
	A building permit (272366) was issued for onsite improvements at 300 West Sahara Avenue. A final inspection has not been approved.
	A building permit (272367) was issued for a pedestrian walkway at 300 West Sahara Avenue. A final inspection has not been approved.
11/30/15	A building permit (272364) was issued for a tenant improvement for restaurant and bar areas at 300 West Sahara Avenue. A final inspection has not been approved.

Pre-Application Meeting	
02/24/16	Submittal requirements for a Site Development Plan Review application were discussed with the applicant. A major amendment of the approved site review would be required because a waiver of the Downtown Centennial Plan would be necessary. The applicant showed staff renderings of the revised elevations.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/03/16	A large hotel building and parking garage are under construction on the site. The south façade of the hotel is unfinished.

Details of Application Request	
Site Area	
Net Acres	2.51

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Hotel & Casino	C (Commercial)	C-2 (General Commercial)
North	Single Family, Detached	MXU (Mixed Use)	R-4 (High Density Residential)
	Multi-Family Residential (Apartments)		
South	Commercial Recreation/Amusement (Outdoor)	CT (Commercial Tourist) – Clark County designation	H-1 (Limited Resort and Apartment) – Clark County designation
East	Multi-Family Residential (Condominiums)	C (Commercial)	C-2 (General Commercial)
West	General Retail	C (Commercial)	C-1 (Limited Commercial)
	Multi-Family Residential (Apartments)	MXU (Mixed Use)	R-4 (High Density Residential)

Master Plan Areas	***Compliance***
Downtown Centennial Plan	N
Special Purpose and Overlay Districts	***Compliance***
Downtown Centennial Plan Overlay District (Northern Strip Gateway District)	N
G-O (Gaming Enterprise Overlay) District	Y
A-O (Airport Overlay) District (175 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Section VII.G of the Downtown Centennial Plan contains standards for the Northern Strip Gateway District. Subsection (e) requires the following for parking structures:

Requirement	***Provided***	***Compliance***
• Exterior walls of all parking structures shall be designed as part of the architectural form of the primary and/or the surrounding buildings and shall incorporate the same materials, finishes and proportions of the primary building.	Open parking garage with no colored screening panels. Would resemble the revised elevations of the casino, which would remove metal panels in favor of a painted EIFS SDR-43890 allowed blank walls along the north elevation through waiver	N

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Sahara Avenue	Primary Arterial	Master Plan of Streets and Highways Map	120	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
Exterior walls of all parking structures shall be designed as part of the architectural form of the primary and/or the surrounding buildings and shall incorporate the same materials, finishes and proportions of the primary building.	To allow painted concrete for the parking garage and a scored, colored EIFS material for the casino exterior.	Denial

ANALYSIS

Development within this site is subject to the requirements of the Northern Strip Gateway District of the Downtown Centennial Plan and Title 19 where other standards are not addressed by the Downtown Centennial Plan.

The approved elevations showed red painted metal panels on the casino's south side as well as the building corners. The parking garage was designed to match this feature by displaying red metal panels over the openings, which also provided visual screening. For economic reasons the applicant is proposing to remove the red painted metal panels from both the casino and the parking garage. However, this removes the screening device from the garage and leaves only the painted concrete facades where the casino will now feature a colored EIFS exterior that is intended to resemble the metal panels. This creates a disconnect between the design of the garage and the casino that is not compatible with the surrounding development. The sites most affected would be the residences to the north of Cincinnati Avenue, which would be facing an aesthetically undesirable façade. While the colors of the garage and casino would match, the metal panels, which would have provided visual interest and screening from noise and odors, would not be present. Staff therefore recommends denial, with conditions.

FINDINGS (SDR-63591)

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 changes to the parking garage and casino would result in facades that match in color but not in materials, which would negatively affect views from the north side of Cincinnati Avenue.

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 revisions would create a non-uniform façade that features painted concrete for the parking garage and colored EIFS for the casino exterior; per the Downtown Centennial Plan the parking garage is required to incorporate the same materials and finishes as the primary building. Staff does not support a waiver of this standard.

3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;

Site access to the property, including the parking garage, is not affected by this request.

4. Building and landscape materials are appropriate for the area and for the City;

Painted concrete exteriors with no additional ornamentation are not appropriate for parking garages in the Downtown Centennial Plan area and do not match the materials proposed for the casino building.

5. Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;

The proposed revision to the parking garage elevations would have a similar red coloring to match the hotel and casino; however, without the red metal panels that were originally approved the garage would become visually and architecturally disconnected from the hotel/casino and aesthetically incompatible with other properties in the vicinity. Screening of the parking garage provided a continuity of design along the north side of the property that provided a resemblance to the primary building.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

Revisions to the elevations will be subject to building permit review and inspection, thereby protecting the public health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 23

NOTICES MAILED 421 (By City Clerk)

APPROVALS 8

PROTESTS 1

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: PRJ-56455 SDR-63591 APN: 162-04-811-028; 162-04-807-004;

Name of Property Owner: LUCKY DRAGON LP

Name of Applicant: LUCKY DRAGON LP

Name of Representative: EV&A ARCHITECTS

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: _____

State of: Nevada
County of: Clark

Print Name: ANDREW FONFA

Subscribed and sworn before me

This 22nd day of October, 2014

Linda J. Goodell

Notary Public in and for said County and State

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

PRJ-63572
02/25/16

CLV Planning - Application Form

Application Number:	PRJ-63572
Application/Petition For:	Major Amendment of approved Site Development Plan Review (SDR-43890)
ProjectAddress (Location):	NORTH SIDE OF SAHARA AVE, APPROXIMATELY 410 FEET WEST OF FAIRFIELD AVE
Project Name	LUCKY DRAGON HOTEL AND CASINO REVISED ELEVATIONS
Assessors Parcel #(s):	16204816001
Ward #:	WARD 3 (BOB COFFIN)
Is the Application Information Correct:	Yes
If no, ...change what	
General Plan Designation: Proposed:	Select
Zoning District: Proposed:	Select
Gross Acres:	2.63
Lots/Units:	
Additional Information:	
Applicant First Name:	David
Applicant Last Name:	Jacoby
Applicant Address:	200 W. Sahara Ave, Suite 4001
Applicant City:	Las Vegas
Applicant State:	Nevada
Applicant Zip:	89102
Applicant Phone:	702-897-5625
Applicant Fax:	
Applicant Email:	jacobyd@ggamllc.com
Rep First Name:	Matthew
Rep Last Name:	Burns
Rep Address:	900 S. Pavilion Center Dr
Rep City:	Las Vegas
Rep State:	Nevada
Rep Zip:	89144
Rep Phone:	702-946-8195
Rep Fax:	702-946-8195
Rep Email:	mburns@edvanceassociates.com

SDR-63591

PRJ-63572
02/25/16

CLV Planning - Application Form

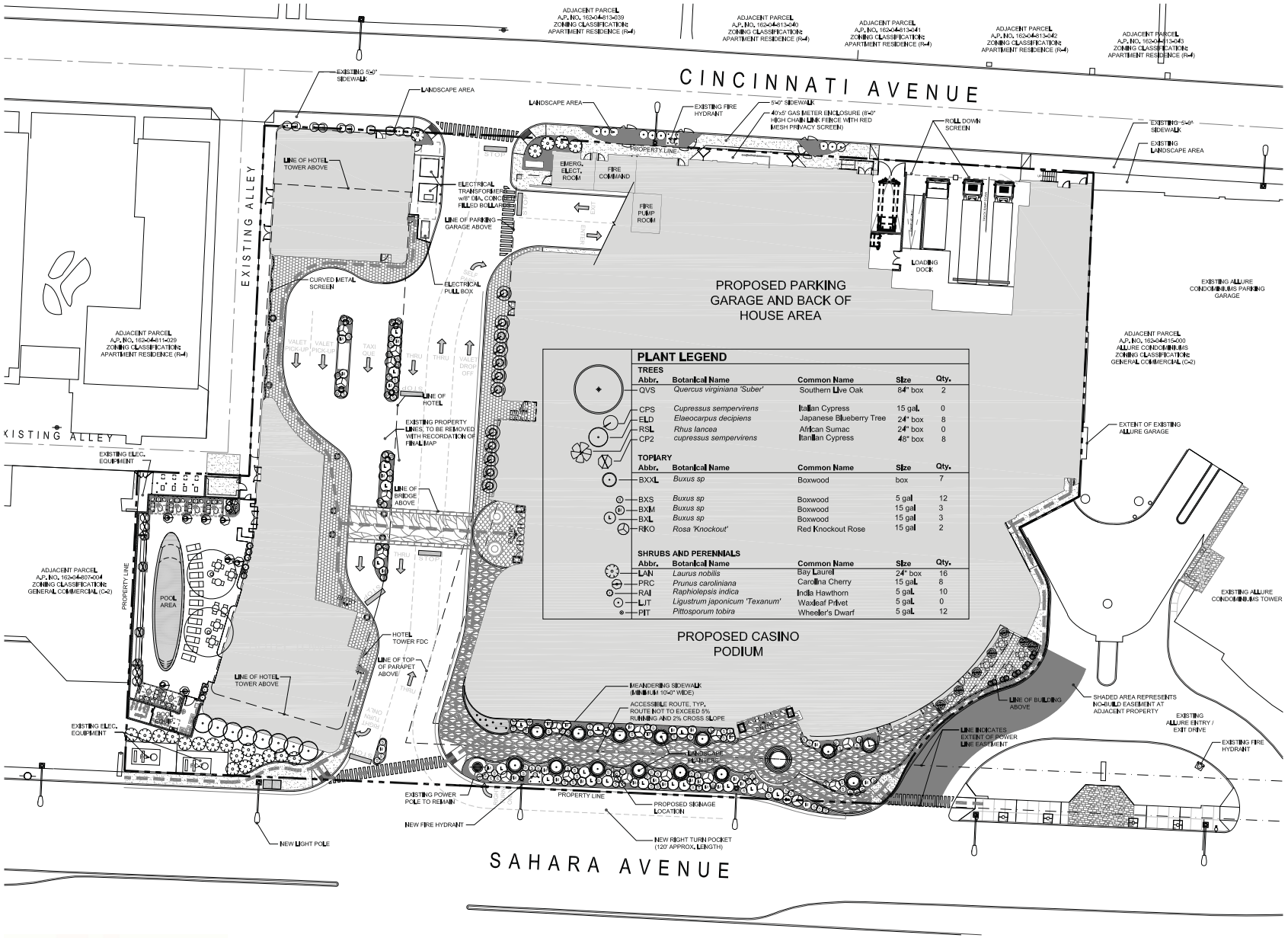
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission. I Accept:	Yes
Is the Owner Information Correct:	Yes
If no, ...change what	

Owner(s)	ADDR1	ADDR2
LUCKY DRAGON L P	3575 W POST RD #1	LAS VEGAS, NV 89118

CLVEPLAN Applicant	Company	Title	Email
Matthew Burns	EV&A Architects	Vice President	mburns@edvanceassociates.com

SDR-63591

PRJ-63572
02/25/16



PLANT LEGEND

TREES

Abbr.	Botanical Name	Common Name	Size	Qty.
QVS	*Quercus virginiana 'Suber'*	Southern Live Oak	84" box	2
CPS	*Cupressus sempervirens*	Italian Cypress	15 gal.	0
ELD	*Elaeocarpus decipiens*	Japanese Blueberry Tree	24" box	8
RSL	*Rhus lancea*	African Sumac	24" box	0
CP2	*cupressus sempervirens*	Italian Cypress	48" box	8

TOPIARY

Abbr.	Botanical Name	Common Name	Size	Qty.
BXXL	*Buxus sp*	Boxwood	box	7
BXS	*Buxus sp*	Boxwood	5 gal	12
BXM	*Buxus sp*	Boxwood	15 gal	3
BXL	*Buxus sp*	Boxwood	15 gal	3
RKO	*Rosa 'Knockout'*	Red Knockout Rose	15 gal	2

SHRUBS AND PERENNIALS

Abbr.	Botanical Name	Common Name	Size	Qty.
LAN	*Laurus nobilis*	Bay Laurel	24" box	16
PRC	*Prunus caroliniana*	Carolina Cherry	15 gal.	8
RAI	*Raphiolepsis indica*	India Hawthorn	5 gal.	10
LIT	*Ligustrum japonicum 'Texanum'*	Waxleaf Privet	5 gal.	0
PIT	*Pittosporum tobira*	Wheeler's Dwarf	5 gal.	12

SITE INFORMATION

PARCEL NUMBER 162-04-814-001

JURISDICTION: ..... CITY OF LAS VEGAS

EXISTING ZONING: .... GENERAL COMMERCIAL (C-2)
PROPOSED ZONING: GENERAL COMMERCIAL (C-2)

SIZE: ..... 2.63 ACRES (114,562 SF)

ROOF AREA: ..... 75,300 SF
LOT COVERAGE: 65.73%

BUILDING INFORMATION

HOTEL DATA:
TOTAL HOTEL ROOMS: 203
TOTAL FLOORS: 9
TOTAL AREA: ..... 125,185 SF

CASINO DATA:
GAMING AREA: ..... 18,350 SF
OTHER AREAS: ..... 79,013 SF
TOTAL: ..... 97,363 SF

PARKING GARAGE:
LEVEL 2 (73 STALLS) ..... 28,166 SF
LEVEL 3 (85 STALLS) ..... 29,625 SF
LEVEL 4 (92 STALLS) ..... 29,625 SF
LEVEL 5 (94 STALLS) ..... 29,625 SF
LEVEL 6 (64 STALLS) ..... 21,308 SF
TOTAL: ..... 138,349 SF

TOTAL BUILDING AREA ..... 360,897 SF

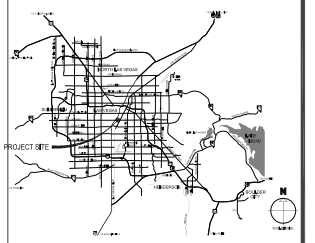
PARKING REQUIREMENTS

PARKING REQUIRED
CASINO: (1 PER 90 SF OF GAMING AREA)
GAMING AREA = 18,350 SF ..... 204 STALLS

HOTEL: (1 PER HOTEL ROOM) ..... 203 STALLS
TOTAL REQUIRED: ..... 407 STALLS

PARKING PROVIDED
STANDARD (9'x18') ..... 311 STALLS
COMPACT (8'x18') ..... 88 STALLS
ACCESSIBLE STALLS (19'x18') ..... 7 STALLS
ACCESSIBLE STALLS (22'x18') ..... 2 STALLS
TOTAL PROVIDED: ..... 408 STALLS

VICINITY MAP



EV&A architects

SITE PLAN

LUCKY DRAGON HOTEL AND CASINO
LAS VEGAS | NEVADA

02-25-2016
2010136

PRJ-63572
02/25/16
SCALE: 1" = 20'-0"

N

Last Saved By: mburns Plot Date: February 25, 2016 Drawings: K:\2010\Projects\2010136 - The Lucky Dragon Hotel and Casino\06 (CD) Contract Documents\02 Resource\web plan (rev2.1)

SDR-63591



PLANT LEGEND

TREES

Abbr.	Botanical Name	Common Name	Size	Qty.
QVS	*Quercus virginiana 'Suber'*	Southern Live Oak	84" box	2
CPS	*Cupressus sempervirens*	Italian Cypress	15 gal.	0
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RSL	*Rhus lancea*	African Sumac	24" box	0
CP2	*cupressus sempervirens*	Itanlian Cypress	48" box	8

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LJT	*Ligustrum japonicum 'Texanum'*	Waxleaf Privet	5 gal.	0
PIT	*Pittosporum tobira*	Wheeler's Dwarf	5 gal.	12

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PROPOSED ZONING:	GENERAL COMMERCIAL (C-2)
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ROOF AREA:	75,300 SF
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TOTAL PROVIDED:	**408 STALLS**

VICINITY MAP



EVEA architects

SITE PLAN

LUCKY DRAGON HOTEL AND CASINO
LAS VEGAS | NEVADA

02-25-2016
2010136

PRJ-63572
02/25/16

0 10' 20' 40'
SCALE: 1" = 20'-0"

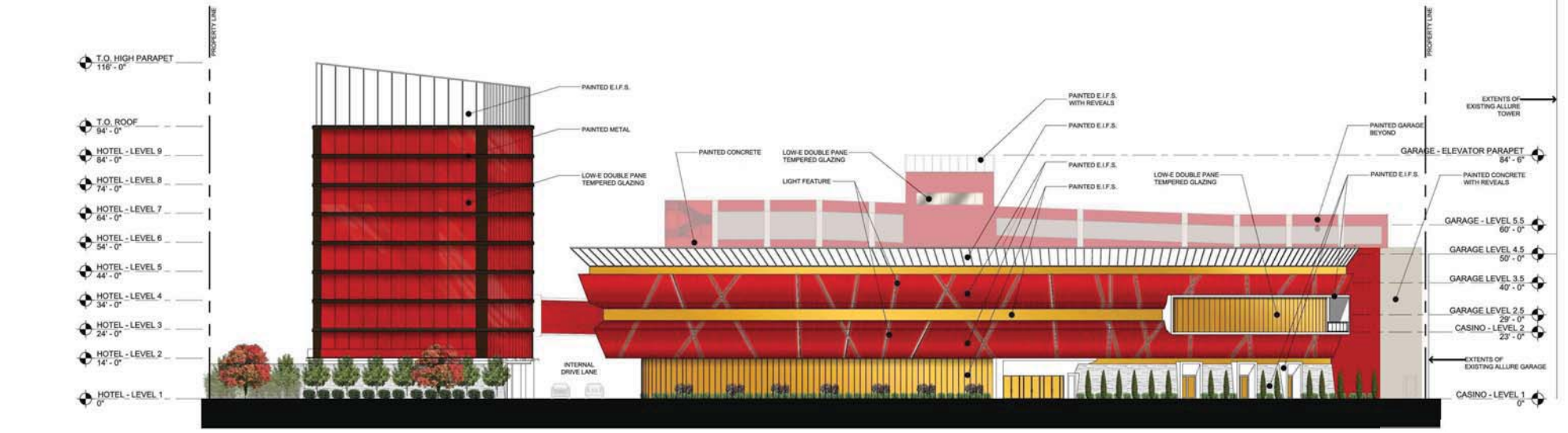
N

Last Saved By: mburns Plot Date: February 25, 2016 Drawing: K:\2010\Projects\2010136 - The Lucky Dragon Hotel and Casino\06 (CD) Contract Documents\02 Resource\x-site plan (rev2.1)

SDR-63591



NORTH ELEVATION



SOUTH ELEVATION

EV&A architects

EXTERIOR ELEVATIONS

LUCKY DRAGON HOTEL AND CASINO
LAS VEGAS | NEVADA

02.25.2016
2010136

PRJ-63572
02/25/16

SCALE: 1/16" = 1'-0"

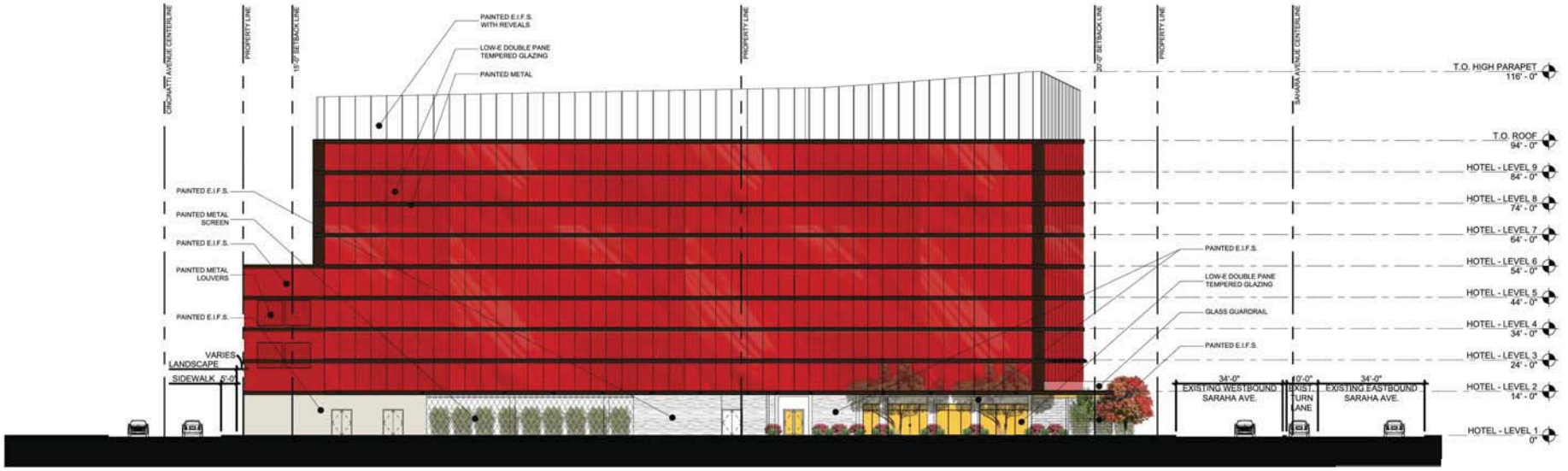
N

Last Saved By: kwelch Plot Date: February 7, 2016 Drawing: K:\2010\Projects\2010136 - The Lucky Dragon Hotel and Casino\02 Entitlement\2016-02-05 Plan Amendment\CAD\PRJ-51991_EV001

SDR-63591



EAST ELEVATION



WEST ELEVATION

EV&A architects

ELEVATIONS

LUCKY DRAGON HOTEL AND CASINO
LAS VEGAS | NEVADA

02.25.2016
2010136

PRJ-63572
02/25/16

SCALE: 1/16" = 1'-0"

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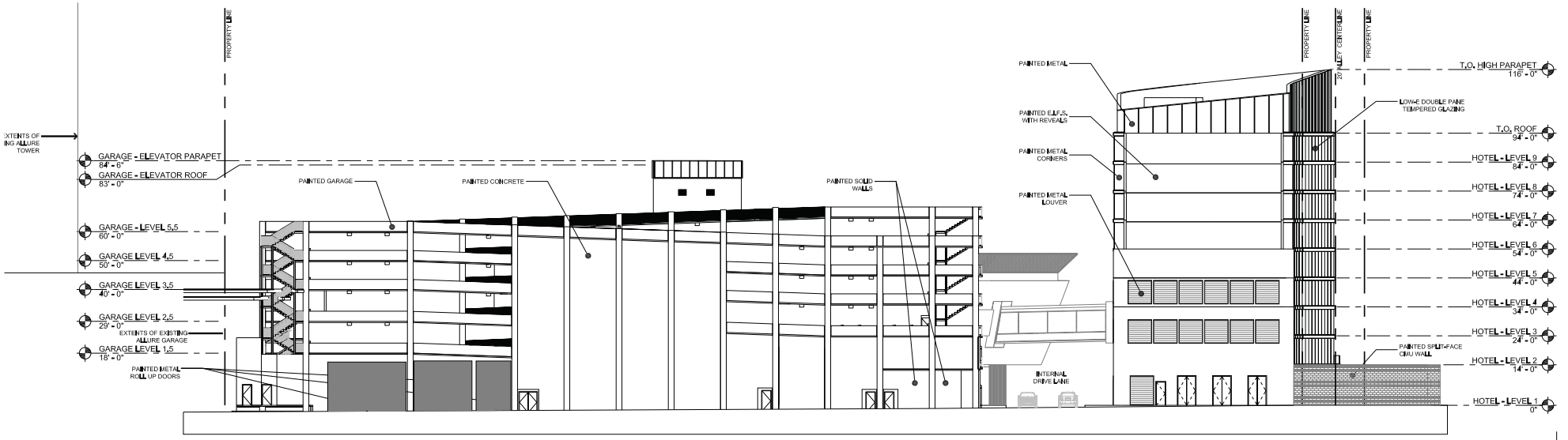
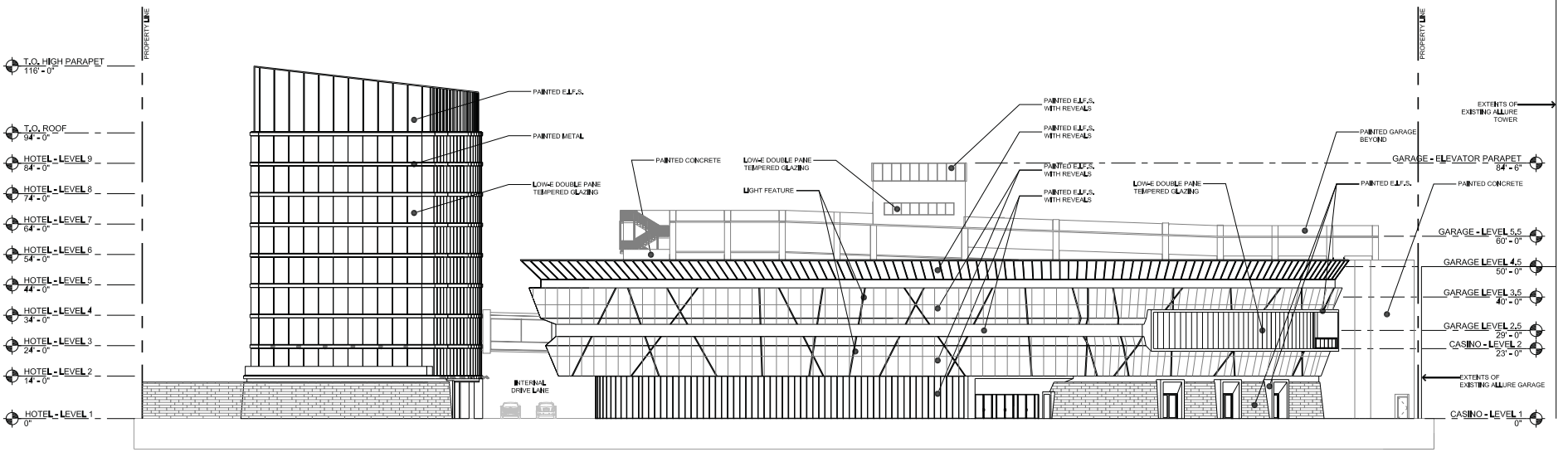
Last Saved By: kwelch Plot Date: February 7, 2016

Drawing: K:\2010\Projects\2010136 - The Lucky Dragon Hotel and Casino\02 Entitlement\2016-02-05 Plan Amendment\CAD\PRJ-51991_EV002

SDR-63591



NORTH ELEVATION



SOUTH ELEVATION

EVEA architects

EXTERIOR ELEVATIONS

LUCKY DRAGON HOTEL AND CASINO
LAS VEGAS | NEVADA

02.25.2016
2010136

PRJ-63572
02/25/16
SCALE: 1/16" = 1'-0"

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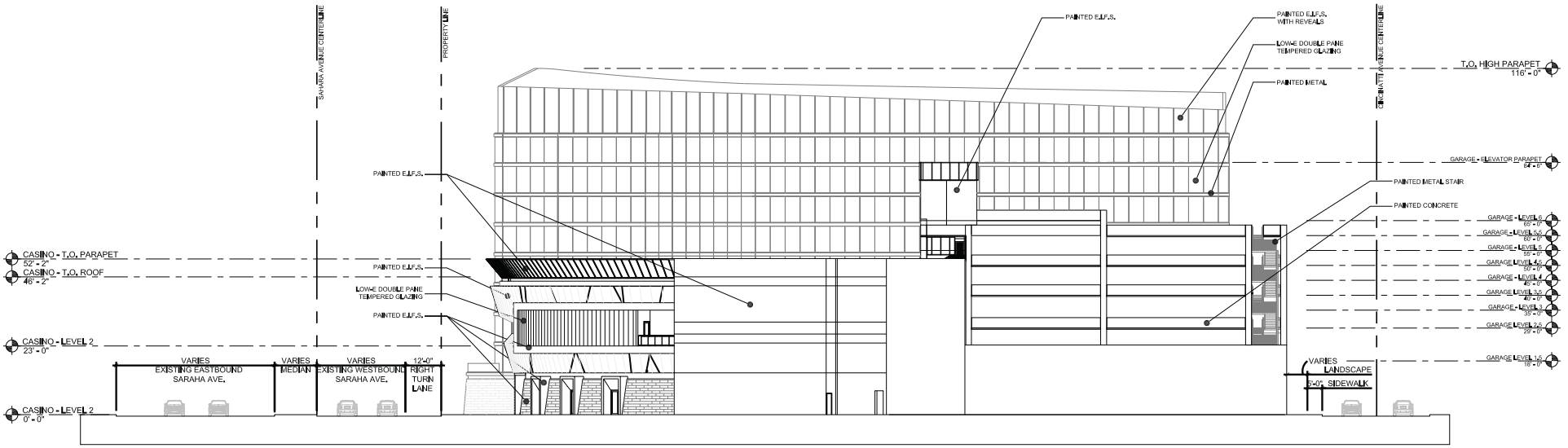
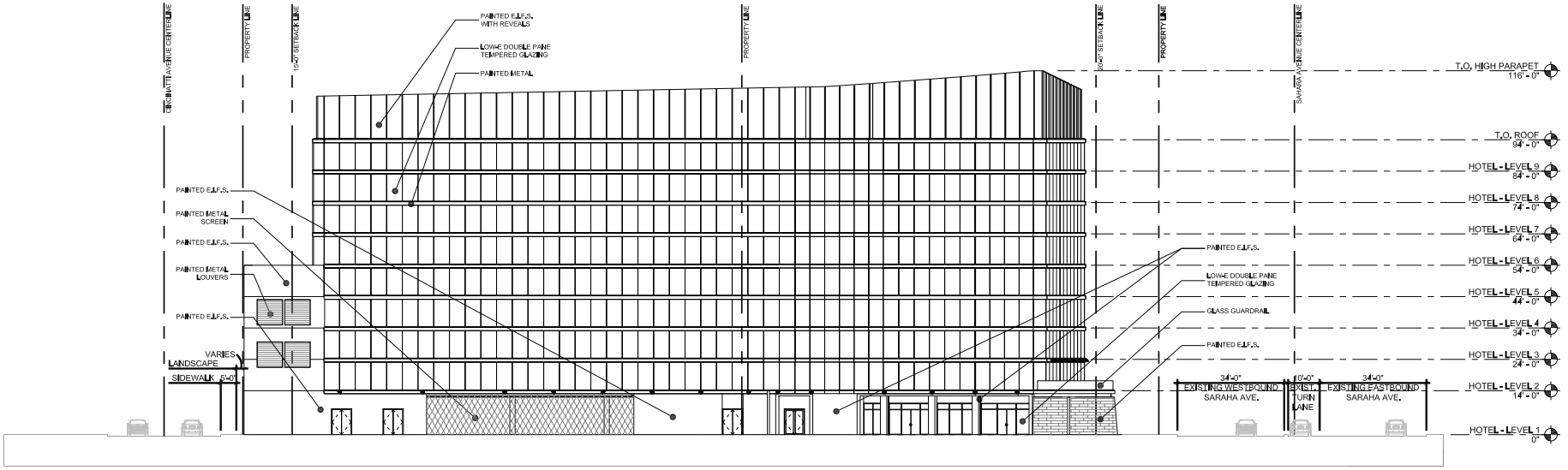
Last Saved By: kwelch Plot Date: February 25, 2016 Drawing: K:\2010\Projects\2010136 - The Lucky Dragon Hotel and Casino\02 Entitlement\2016-02-05 PreApp2016-004757\CAD\PRJ-61991_EV001

SDR-63591



EAST ELEVATION



WEST ELEVATION

EV&A architects

ELEVATIONS

LUCKY DRAGON HOTEL AND CASINO
LAS VEGAS | NEVADA

02.25.2016
2010136

PRJ-63572
02/25/16
SCALE: 1/16" = 1'-0"

N

Last Saved By: kwelch Plot Date: February 25, 2016 Drawing: K:\2010\Projects\2010136 - The Lucky Dragon Hotel and Casino\02 Entitlement\2016-02-05 PreApp2016-004757\CAD\PRJ-61991_EV002

SDR-63591



RED GLASS



METALLIC GOLD E.I.F.S.



METALLIC RED E.I.F.S.



RED E.I.F.S.



GRAY E.I.F.S.



WHITE E.I.F.S.



PAINTED METAL



CMU



GOLD GLASS

EV&A architects

ED VANCE AND ASSOCIATES
900 S.PAVILION CENTER DRIVE SUITE 160
LAS VEGAS, NEVADA 89144
P. 702.946.8195 F.702.946.8196
www.edvanceassociates.com

MATERIALS BOARD

LUCKY DRAGON HOTEL + CASINO

02-25-2016

LAS VEGAS, NEVADA

PRJ-63572
02/25/16

SDR-63591



SDR-63591 [PRJ-63572] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: LUCKY DRAGON, LP

NORTH SIDE OF SAHARA AVENUE, WEST OF FAIRFIELD AVENUE

03/04/16



SDR-63591 [PRJ-63572] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: LUCKY DRAGON, LP

NORTH SIDE OF SAHARA AVENUE, WEST OF FAIRFIELD AVENUE

03/04/16



SDR-63591 [PRJ-63572] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: LUCKY DRAGON, LP

NORTH SIDE OF SAHARA AVENUE, WEST OF FAIRFIELD AVENUE

03/21/16



SDR-63591 [PRJ-63572] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: LUCKY DRAGON, LP

NORTH SIDE OF SAHARA AVENUE, WEST OF FAIRFIELD AVENUE

03/21/16



SDR-63591 [PRJ-63572] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: LUCKY DRAGON, LP

NORTH SIDE OF SAHARA AVENUE, WEST OF FAIRFIELD AVENUE

03/21/16

EV&A architects

February 11, 2016

City of Las Vegas
Development Services Center
Planning and Development Department
333 N. Rancho Drive
Las Vegas, Nevada 89101

Attn: Planning Staff

RE: Lucky Dragon Hotel and Casino
CLV #: PREAPP2016-004757
EV&A Job Number 2010136
Justification Letter
APN : 162-04-816-001

Dear Sir or Madam:

On behalf of our client, this amendment is being submitted to our original submitted application (SDR-43890). The original application was approved by the City Council on February 15, 2012. This amendment includes minor modifications to building elevations as a result of reducing cost and collaboration with the design team as the building developed throughout construction.

Approval included a 240,199 sf, 201 unit, 10 story hotel and casino with a 446-space parking garage and waivers of the Downtown Centennial Plan standards for streetscape, service area/loading dock, utility location, perimeter wall height and wall treatment at the street level on 2.63 acres along the north side of Sahara Ave. Below are a list of changes that have been made to the original plans. Please note that the site plan is being provided for reference, no changes are proposed at this time.

EV001 & EV002 – Exterior Elevations

- Revised exterior elevations of the casino change the painted metal panels to a smooth EIFS product that resembles metal panels
- Revised exterior elevations of the parking garage to remove the painted metal screens and provide a painted concrete pattern to match the casino colors.

SP001 – Site Plan

- Approved site plan provided for reference only, not changes are proposed at this time

Please do not hesitate to call our office should you have any questions.

SDR-63591

PRJ-63572
02/25/16

900 South Pavilion Center Drive | Suite 180 | Las Vegas Nevada | 89144
(o) 702-946-8195 | (f) 702-946-8196

Sincerely,



Edward A. Vance, AIA, NCARB
Founder & CEO

cc: Andrew Fonfa – Lucky Dragon, LP
David Jacoby – Lucky Dragon, LP
Sam Nicholson – Grand Canyon Consulting Group
Matthew Burns – EV&A Architects

900 South Pavilion Center Drive | Suite 180 | Las Vegas Nevada | 89144
(o) 702-946-8195 | (f) 702-946-8196

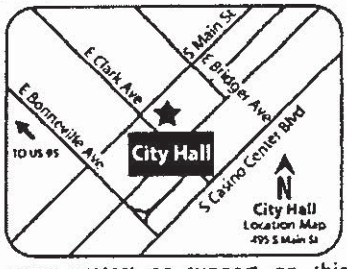
PRJ-63572
02/25/16

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

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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 STRONGLY.

Please use available blank space on card for your comments.

SDR-63591 [PRJ-63572]
Planning Commission Meeting of 4/12/2016

RECEIVED
APR 11 2016
City of Las Vegas
Dept. of Planning

Case: SDR-63591
16204815275
MCGOWAN ALEX
200 W SAHARA AVE #2705
LAS VEGAS NV 89102-5083

45 BRDGNP1 89102

44

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

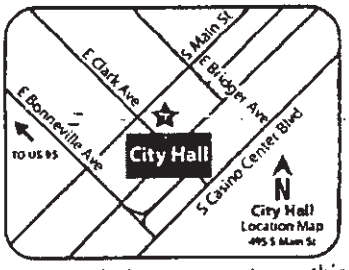
PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED

APR 12 2016

City of Las Vegas
Dept. of Planning

Return Service Requested
Official Notice of Public Hearing



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Case: SDR-63591

16204815111
DUNN WALLACE E
561 W DIVERSEY #215
CHICAGO IL 60614-1682

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-63591 [PRJ-63572]
Planning Commission Meeting of 4/12/2016

54 BRDGNP1 60614

4/4 A

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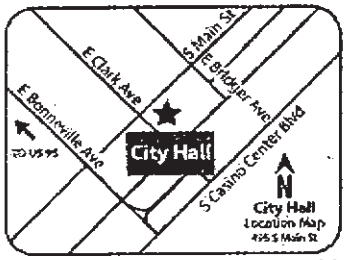

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Case: SDR-63591

16204815149
ANTHONY DENNIS J & ANTONIETTA S
21 RUTGERS ST
WEST ORANGE NJ 07052

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-63591 [PRJ-63572]
Planning Commission Meeting of 4/12/2016

2 BRDGNP1 07052

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04/04/2016 3:27PM FAX 9737310773 Anthony

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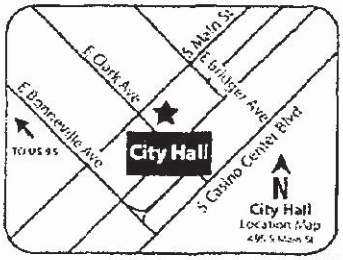

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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SDR-63591 [PRJ-63572]
Planning Commission Meeting of 4/12/2016

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City of Las Vegas
Dept. of Planning

Case: SDR-63591
16204813003
PARK CIRCLE APARTMENTS L L C
6337 VISTA VERDE NORTH
LAS VEGAS NV 89146-1109

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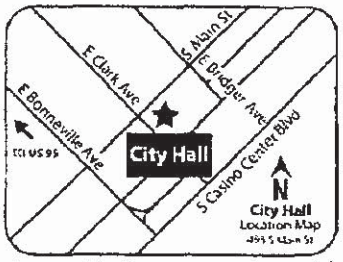

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-63591 [PRJ-63572]

Planning Commission Meeting of 4/12/2016

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Dept. of Planning

Case: SDR-63591

16204815002
CHENNAREDDY VENKAREDDY & S
200 W SAHARA AVE #202
LAS VEGAS NV 89102-5074

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City of Las Vegas
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Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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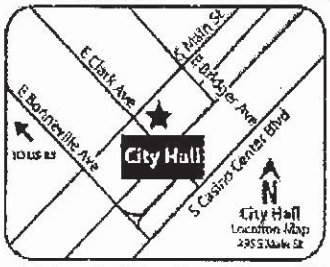

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4/2/16

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SDR-63591 [PRJ-63572]
Planning Commission Meeting of 4/12/2016

Case: SDR-63591

16204815036
FAIR PATRICIA L REVOCABLE LIVING
FAIR PATRICIA L TRS
200 W SAHARA AVE #601
LAS VEGAS NV 89102-5098

AS BRDCNP1 89102

90A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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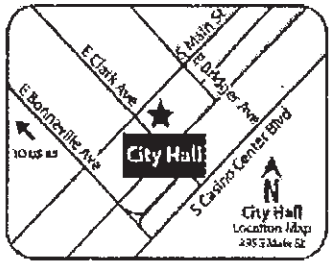

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4/2/16

☑ I SUPPORT this Request

☐ I OPPOSE this Request

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SDR-63591 [PRJ-63572]

Planning Commission Meeting of 4/12/2016

Case: SDR-63591
16204815036
FAIR PATRICIA L REVOCABLE LIVING
FAIR PATRICIA L TRS
200 W SAHARA AVE #601
LAS VEGAS NV 89102-5098

45 SRDCNP1 89102

80A

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-63591 [PRJ-63572]
Planning Commission Meeting of 4/12/2016

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APR 11 2016
City of Las Vegas
Dept. of Planning

Case: SDR-63591
16204811007
GUPTA HEM C & KRISHNA
160 E SHELBOURNE AVE
LAS VEGAS NV 89123-2150

03 BRDCMP1 89123

Submitted after final agenda
Date 04/12/2016 Item 80A

Nora Lares

From: Chrystal L. Jacobs
Sent: Tuesday, April 05, 2016 12:29 PM
To: Nora Lares
Subject: Support Email - PRJ-63572

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APR 5 2016
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Dept. of Planning

From: noreply@formstack.com [mailto:noreply@formstack.com]
Sent: Tuesday, April 05, 2016 12:27 PM
To: Planning Internet Email
Subject: CLV Website Contact Form

Formstack Submission for form Contact The City

Submitted at 04/05/16 12:27 PM

Who to contact?:	Planning
Your name:	Roy Hurlbut
Comments:	I support the amendment for the parking garage for PRJ-63572. Please send me a confirmation e-mail that I have reached the correct department at reh3173@hotmail.com
Phone:	(425) 890-0167
Email:	reh3173@hotmail.com

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City of Las Vegas Agenda Item No.: **105.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

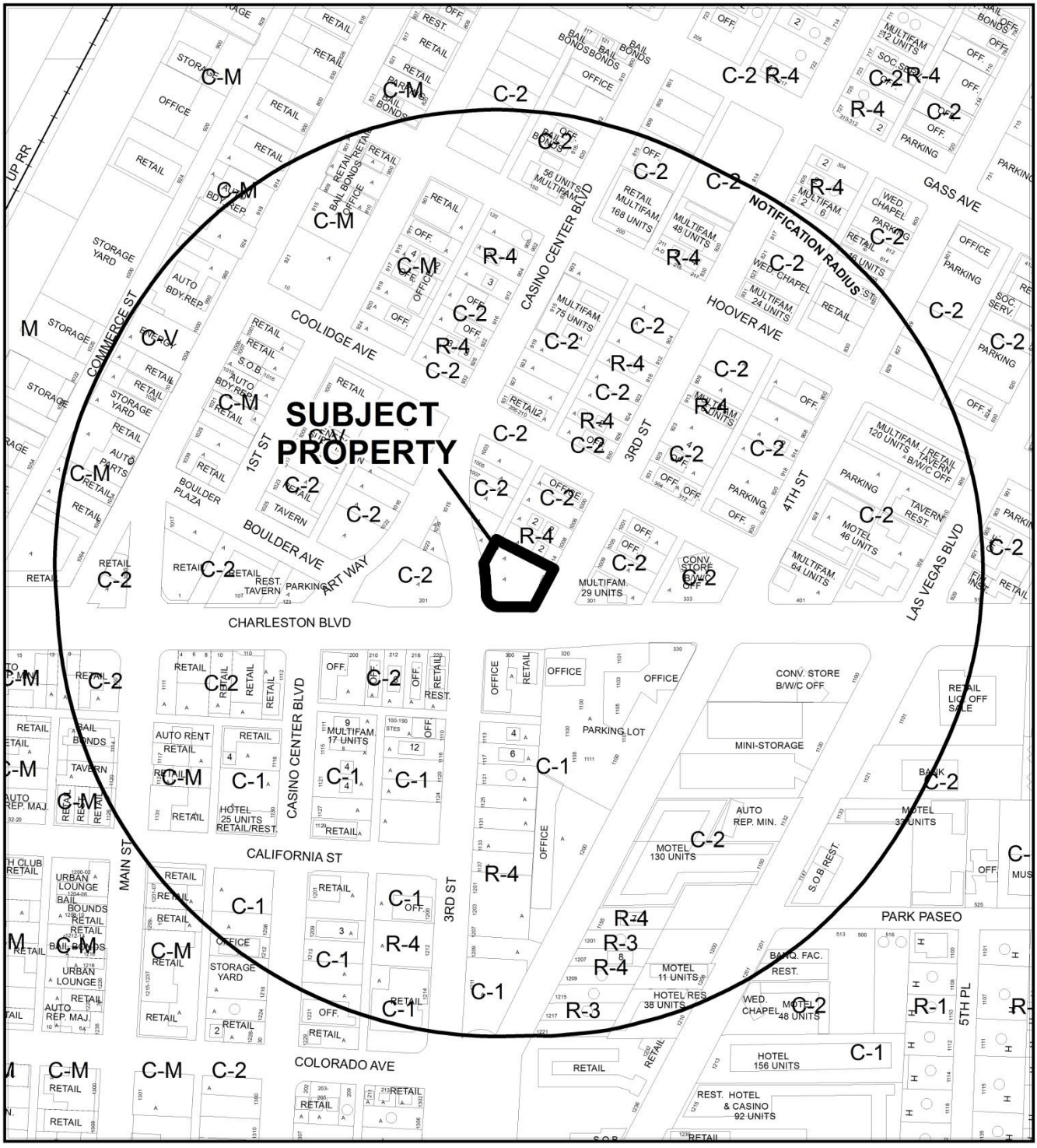
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-63986 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: JARED BONNELL - OWNER: 1337 RE GROUP, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 7,030 SQUARE-FOOT COMMERCIAL BUILDING WITH WAIVERS OF THE DOWNTOWN CENTENNIAL PLAN PARKING LOT AND ARCHITECTURAL DESIGN REQUIREMENTS on 0.40 acres at 251 East Charleston Boulevard (APN 139-34-410-257), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-63949]. The Planning Commission (2-0-2 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**6**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (2-0-2 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. Back up Submitted at the May 10, 2016 Planning Commission Meeting



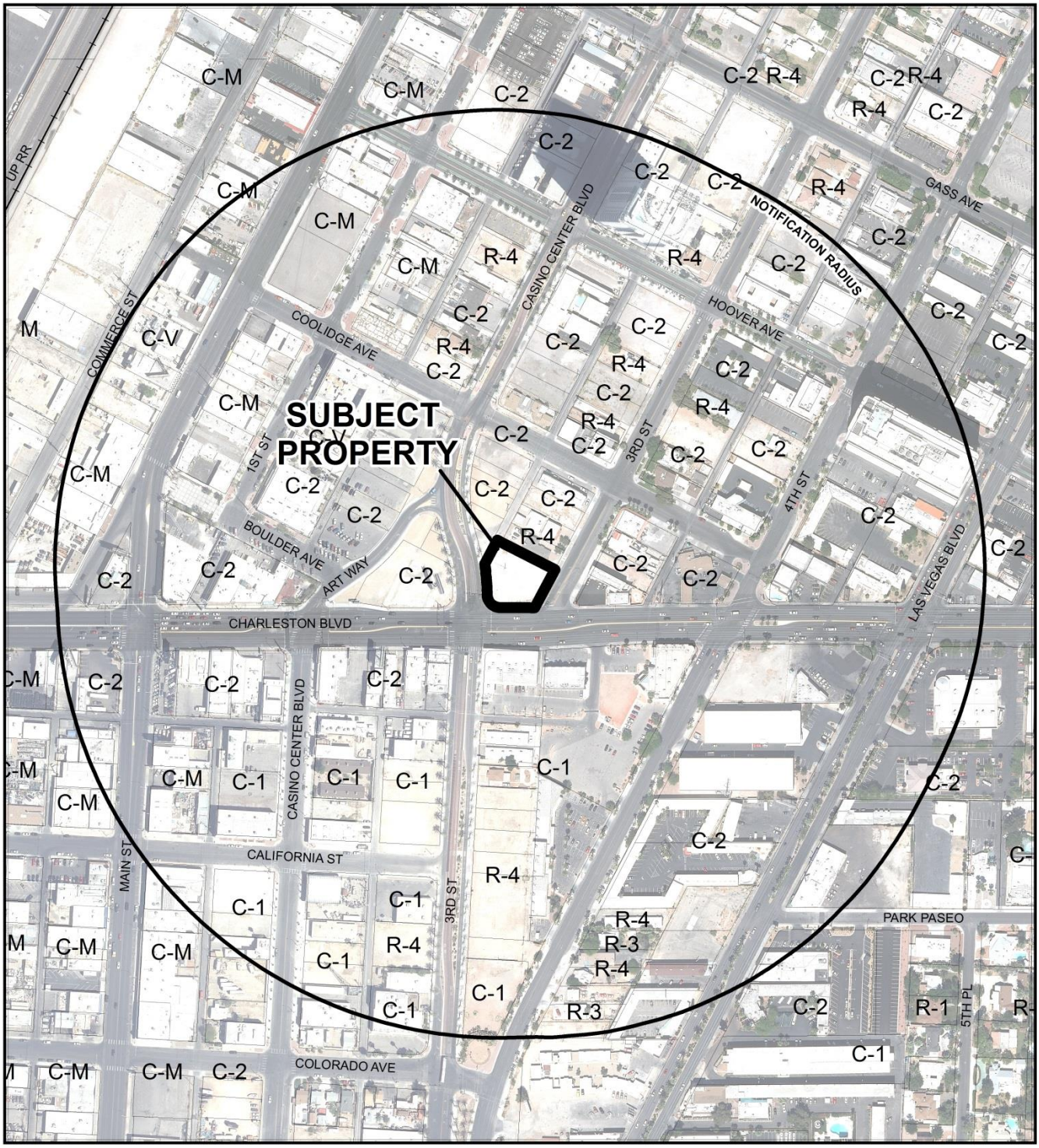
0 300 600 Feet

CASE: **SDR-63986 (PRJ-63949)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



CASE: **SDR-63986 (PRJ-63949)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 300 600 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: JARED BONNELL - OWNER: 1337 RE GROUP, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-63986	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SDR-63986 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan date stamped 04/26/16, building elevations date stamped 04/20/16, wall and fence elevations date stamped 03/24/16, except as amended by conditions herein.

3. A Waiver from Las Vegas Downtown Centennial Plan Architectural Design standards is hereby approved, to allow no arcades, awnings, canopies and other shade devices.

4. A Waiver from Las Vegas Downtown Centennial Plan Parking Lot Design standards is hereby approved, to allow one shade tree where three shade trees are required.

5. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

8. Prior to the submittal of a building permit application, the applicant shall meet with Department of Planning staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

9. Per the Downtown Centennial Plan threshold document any streetscape not implemented due to existing conditions will require a covenant running with the land to obtain property owners consent for future improvements.

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

11. Grant a 5-foot Public Pedestrian Access Easement along Charleston Boulevard adjacent to this site prior to the issuance of permits for this site.

12. Correct all American's with Disabilities Act (ADA) deficiencies on the sidewalk and the proposed driveways adjacent to this site in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

13. Contact the Sanitary Sewer Planning Section of the Department of Public Works at 702-229-2179 to determine an acceptable point of connection to sanitary sewer system. Comply with the recommendations of the Sanitary Sewer Planning Section.

14. Landscape and maintain all unimproved rights-of-way on Casino Center Boulevard, Charleston Boulevard and Third Street 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.

15. Prior to the approval of Construction drawings for this site, sign a Covenant Running with Land agreement for the possible future installation of off-site improvements on Charleston Boulevard per requirements of the Downtown Centennial Plan that are deferred by this action including undergrounding of all existing overhead utility lines adjacent to this site not placed underground with this development. The Covenant agreement must be recorded with the County Recorder and a copy of the recorded document must be provided to the City prior to the issuance of building permits for this site.

16. Submit an Encroachment Agreement for landscaping and private improvements in the Casino Center Boulevard and Third Street public rights-of-way prior to this issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the Encroachment Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's Encroachment Agreement. The installation and maintenance of all private improvements in the public right-of- way shall be the responsibility of the applicant and any successors in interest to the property and assigns pursuant to the terms of the Encroachment Agreement. Coordinate all requirements for the Encroachment Agreement with the Land Development Section of the Department of Building and Safety (229-4836).

17. Obtain an Occupancy Permit from the Nevada Department of Transportation (NDOT) for all private improvements in the Charleston Boulevard public right-of-way, if any, adjacent to this site prior to constructing any improvements within NDOT jurisdiction.

18. Contact the City Engineer's Office at 702-229-6272 to coordinate the development of this project with the "Downtown Pedestrian Improvements 3rd Street, Charleston Boulevard to Fremont Street" project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

19. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review for a proposed 7,030 square-foot retail building at 251 East Charleston Boulevard. The applicant has requested Waivers of Downtown Centennial Plan architectural and parking lot design standards to allow no arcades, awnings, canopies, and other shade devices and interior parking lot landscaping. Staff has determined the proposed project is compatible with surrounding development in the area, and the requested architectural and parking lot design Waivers will have a minimal negative impact to the surrounding commercial development. Therefore, staff is recommends approval of this project with conditions.

ISSUES

- The applicant has requested a Waiver from the Las Vegas Downtown Centennial Plan architectural design standards, to allow no arcades, awnings, canopies, and other shade devices where such are required.
- The applicant has requested a Waiver from the Las Vegas Downtown Centennial Plan parking lot design standards, to allow one shade tree where three shade trees are required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/16/64	The City Council approved a Rezoning (Z-0100-64) to reclassify property, including the subject parcel, in the area generally bounded by Main Street, Bonanza Road, Las Vegas Boulevard and Charleston Boulevard from R-1 (Single Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial) and C-V (Civic) to C-2 (General Commercial).
04/20/94	The City Council approved a request to Withdraw Without Prejudice a Special Use Permit (U-0042-94) application to allow a Class III Secondhand Dealership on the subject property. The Board of Zoning Adjustment recommended approval of the Special Use Permit on 03/22/94.
05/18/94	The City Council approved a Variance (V-0042-94) to allow Secondhand Sales where such use was not permitted. The Board of Zoning Adjustment recommended approval of the request on 04/26/94.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/04/05	The City Council approved a request for a Site Development Plan Review (SDR-6111) for a proposed 28-story Mixed Use Development consisting of 159 residential condominium units and 7,000 square feet of commercial/retail space, with Waivers from the Downtown Centennial Plan Streetscape, build-to-line and building stepback requirements at 1026 and 1036 South 3rd Street. The Planning Commission and Staff recommended approval of the request.
12/01/05	The Planning Commission approved a request for a Tentative Map (TMP-9880) for a 160-unit Mixed-Use Condominium Development at 1026 and 1036 South 3rd Street. Staff recommended approval of the request.
05/10/16	The Planning Commission (2-0-2/sc, ts vote) to recommend APPROVAL on a request for a Site Development Plan Review FOR A PROPOSED 7,030 SQUARE-FOOT COMMERCIAL BUILDING WITH WAIVERS OF THE DOWNTOWN CENTENNIAL PLAN PARKING LOT AND ARCHITECTURAL DESIGN REQUIREMENTS on 0.40 acres at 251 East Charleston Boulevard (APN 139-34-410-257), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-63949].

Most Recent Change of Ownership	
09/20/12	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no applicable building permits and licenses for the subject site.

Pre-Application Meeting	
03/23/16	A Pre-Application meeting was conducted with the applicant to go over the application materials and submittal requirements for a Site Development Plan Review for a proposed General Retail development.

Neighborhood Meeting
A neighborhood meeting is not required for this type of request, nor was one held.

Field Check	
03/31/16	Staff conducted a routine site visit a found the subject site to be an undeveloped parcel with high weeds and debris scattered throughout the subject site. Also, there is an existing chain link fence located on a portion of the south perimeter of the site adjacent to Charleston Boulevard with multiple campaign signs attached to the fence.

Details of Application Request	
Site Area	
Net Acres	0.40

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	MXU (Mixed Use)	C-2 (General Commercial)
		C (Commercial)	C-2 (General Commercial)
North	Duplex	MXU (Mixed Use)	R-4 (High Density Residential)
South	Office, Other than Listed	C (Commercial)	C-1 (Limited Commercial)
	General Retail		
East	Multi-Family Residential	C (Commercial)	C-2 (General Commercial)
West	Undeveloped	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Compliance***
Downtown Centennial Plan (18b Las Vegas Arts District)	N*
Special Purpose and Overlay Districts	***Compliance***
Downtown Centennial Plan Overlay District (18b Las Vegas Arts District)	N*
Live/Work Overlay District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

**Applicant has requested Waivers from the Las Vegas Downtown Centennial Plan architectural design standards to allow no arcades, awnings, canopies, and other shade devices where such are required; and from parking lot design standards to allow no interior parking lot landscaping.*

DEVELOPMENT STANDARDS

Pursuant to Downtown Centennial Plan, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Setbacks			
• Front	70% along Property Line	100%	Y
• Side (West)	N/A	5 Feet	Y
• Side (East)	N/A	0 Feet	Y
• Rear	N/A	61 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Charleston Boulevard	Primary Arterial	Master Plan of Streets and Highways	100	Y
Casino Center Boulevard	Major Collector	Master Plan of Streets and Highways	80	Y
3rd Street	Local Street	Master Plan of Streets and Highways	80	Y

Streetscape Standards	*Required*	*Provided*	*Compliance*
Downtown Centennial Plan	5-foot wide amenity zone	0 Feet	N*
	10-foot wide sidewalk	8 Feet	Y
	36-inch box trees at 15 to 20 feet Intervals along 3rd Street and Casino Center Boulevard.	3 Trees (existing)	N*

**A covenant running with the land will be required to obtain the property owners consent for future improvements.*

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
General Retail	7,030 SF	1:175 SF	41				
TOTAL SPACES REQUIRED			41		23		N*
Regular and Handicap Spaces Required			39	2	22	1	N*

**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.*

Waivers		
Requirement	***Request***	***Staff Recommendation***
The use of arcades, awnings, canopies, and other shade devices is required.	To allow no arcades, awnings, canopies, and other shade devices	Approval
Surface parking lots shall provide a minimum of one shade tree for every six uncovered spaces in landscaped islands and/or on the perimeter of the lot. A minimum of ten square feet of landscaped surface area must be provided for each parking space.	To allow one shade tree where three shade trees are required	Approval

ANALYSIS

This project is located in the Las Vegas Downtown Centennial Plan – 18b Arts District and proposes to construct one commercial building totaling 7,030 square feet on 0.40 acres at 251 East Charleston Boulevard. The subject site is located in the C-2 (General Commercial) zoning district, which allows for retail and commercial uses of an intense character. The applicant has indicated that the proposed development will provide space for general retail uses.

The subject site is currently undeveloped. The new proposed building is a one story structure which is approximately 21 feet in height to the top of the canopy. The submitted elevations indicate the structure will be accented with "Umber Rust" tiled concrete, "Grey" textured and smooth CMU block, perforated metal screens and blacked steel window framing. The submitted building elevations indicate all rooftop mechanical equipment has been shielded from view by the roof parapet.

The applicant has requested a Waiver of the Las Vegas Downtown Centennial Plan architectural design standards to allow no arcades, awnings, canopies, and other shade devices where such are required. In addition, the applicant has requested a Waiver of the Las Vegas Downtown Centennial Plan permanent parking lot design standards to allow one shade tree where three shade trees are required. The Downtown Centennial Plan requires all surface parking lots to provide a minimum of one shade tree for every six uncovered spaces in landscaped islands and/or on the perimeter of the lot. A minimum of ten square feet of landscaped surface area must be provided for each parking space. The subject site is an odd shaped lot, staff has determined the requested Waiver is appropriate to maximize the available area in the parking lot.

The subject parcel is not currently served by the Las Vegas Valley Water District (LVVWD). Civil and plumbing plans will need to be submitted to LVVWD to establish domestic and fire service.

Staff has determined the proposed use and design of this proposal will make a positive contribution to the urban design for the residents in the immediate area and of the community at large. Staff recommends approval of the requested Site Development Plan Review for the proposed one-story commercial development.

FINDINGS (SDR-63986)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed commercial development is located in the Downtown Centennial Plan overlay and will serve as a general retail use that is complimentary to the other restaurants and general retail uses in the neighborhood and is the type of use that is encouraged in the Downtown Overlay District.

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;**

   This project is consistent with the General Plan and the uses allowed in the Downtown Centennial Plan Overlay District. However, it is not consistent with the architectural and parking lot design standards in the Downtown Centennial Plan.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access is provided from 3rd Street, a 80-foot Local Street as designated in the Master Plan of Streets and Highways. This street is sufficient in size to accommodate the needs of the proposed use.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The building will be constructed with "Umber Rust" tiled concrete, "Grey" textured and smooth CMU block, perforated metal screens and blacked steel window framing, which are appropriate for this area of 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 proposed building elevations have been designed with articulated roof lines and materials to prevent blank and expressionless walls. All roof mounted mechanical equipment has been screened from view using parapet walls. However, it is not consistent with the architectural and parking lot design encouraged in the Downtown Centennial Plan which require the use of arcades, awnings and canopies on the ground floor of a building and interior parking lot landscaping in the parking lot area.

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 31

NOTICES MAILED 376 (By City Clerk)

APPROVALS 4

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SDR-63986

Case Number: #004830/PRJ-63949 APN: 139-34-410-257

Name of Property Owner: 1337 RE GROUP, LLC

Name of Applicant: Jared Bonnell

Name of Representative: Jared Bonnell

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: Jared Bonnell

Subscribed and sworn before me

This 24 day of March, 2016

_____
Notary Public in and for said County and State

Clark County, NV

DAVID J. GARCIA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 02-27-18
Certificate No: 14-13055-1

PRJ-63949
03/24/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Plan Review - Construction of new commercial building

Project Address (Location) 251 E. Charleston Blvd., Las Vegas, NV 89104

Project Name 251 Charleston **Proposed Use** General Retail/Office

Assessor's Parcel #(s) 139-34-410-257 **Ward #** 3-Coffin

General Plan: existing Downtn proposed _____ **Zoning:** existing C-2 proposed _____

Commercial Square Footage 7,030 SF Gross **Floor Area Ratio** 0.396

Gross Acres 0.40 **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER 1337 RE GROUP, LLC **Contact** Jared Bonnell

Address 11771 Kingsland Ave. **Phone:** (702) 630-8016 **Fax:** (702) 685-3053

City Las Vegas **State** NV **Zip** 89123

E-mail Address jared@onerealtylv.com

APPLICANT Jared Bonnell **Contact** _____

Address 11771 Kingsland Ave **Phone:** (702) 630-8016 **Fax:** (702) 685-3053

City Las Vegas **State** NV **Zip** 89138

E-mail Address jared@onerealtylv.com

REPRESENTATIVE Jared Bonnell **Contact** _____

Address 11771 Kingsland Ave. **Phone:** (702) 630-8016 **Fax:** _____

City Las Vegas **State** NV **Zip** 89138

E-mail Address jared@onerealtylv.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 Jared Bonnell

Subscribed and sworn before me

This 24 day of March, 20 16.

_____

Notary Public in and for said County and State

DAVID J. GARCIA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 02-27-18
Certificate No: 14-13055-1

Clark County, NV

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SDR-63986
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-63949
03/24/16

f:\depot\Application Packet\Application Form.pdf

BUILDING AND CODE ANALYSIS

PROPERTY INFORMATION

JURISDICTION	City of Las Vegas - 89104
PARCEL NUMBER	139-34-410-257
OWNER NAME	1337 R E GROUP LLC
SITE ADDRESS	251 East Charleston Boulevard
LOT SIZE	17,950 GSF
ZONING CLASSIFICATION	General Commercial District C-2
COMMUNITY DISTRICT	0
OVERLAY DISTRICT	Arts District, 18b
REFERENCE CODES	IBC 2012 TITLE 19 19.10.110 DCP-O Centennial Plan
SETBACKS	Arts District 18b exempt from Title 19 requirement 5' wide amenity zone and 10' wide sidewalk. See site plan for dimensions of building relative to street and property line.
HEIGHT	Height limitations are not automatically applied as called for in Title 19.

PROPOSED BUILDING DATA

DESCRIPTION	The proposed building will be a one-story structure located on the south portion of the site. Parking will be located on the north portion with ingress and egress on 3rd Street and additional access on west portion of site. The structure will incorporate materials that are appropriate within the local climate and Arts District and balance window location and street presence with energy efficiency. The project will provide for main access / entrances from the north side of the building and have a finish floor elevation 12" above the highest point of adjacent grades.
USE TYPE	General Retail
PROPOSED TOTAL GSF	7,030
FAR	.39
PARKING ANALYSIS	General Retail Use <25,000 1 parking space per 175 GSF
TOTAL REQUIRED	40
TOTAL HC REQUIRED	2 *(Table 1, Handicap Parking Requirements, Title 19)* *26-50 Required Spaces: 2 HC spaces required* *Parking standards are not automatically applied. PG 92, Centennial Plan* *Where parking lots face public streets, ornamental screen and landscaping shall be incorporated.*
TYPICAL STALLS PROVIDED	24
HC STALLS PROVIDED	1 Van Accessible
30% COMPACT ALLOWED	7
TOTAL PARKING PROVIDED	**25**
ARCHITECTURAL MATERIALS	EIFS system (various colors) CMU block (various textures) Glass storefront Perforated metal screens *See materials sheet, this document.*
LANDSCAPING	Climate appropriate planting and dryscape around West, South and East perimeter of building. Reference Landscaping plan, this document for information. **Lot size to coordinate/confirm with final survey.*

ATLAS
ARCHITECTURE . PLANNING . INTERIOR DESIGN

725.500.1945
ATLAS-LV.COM

1017 SOUTH FIRST STREET
SUITE 185
LAS VEGAS, NEVADA
89101

251 CHARLESTON
ARTS DISTRICT . LAS VEGAS

PLANNING PRE-APPLICATION
03.25.2016

PRJ-63949
03/24/16

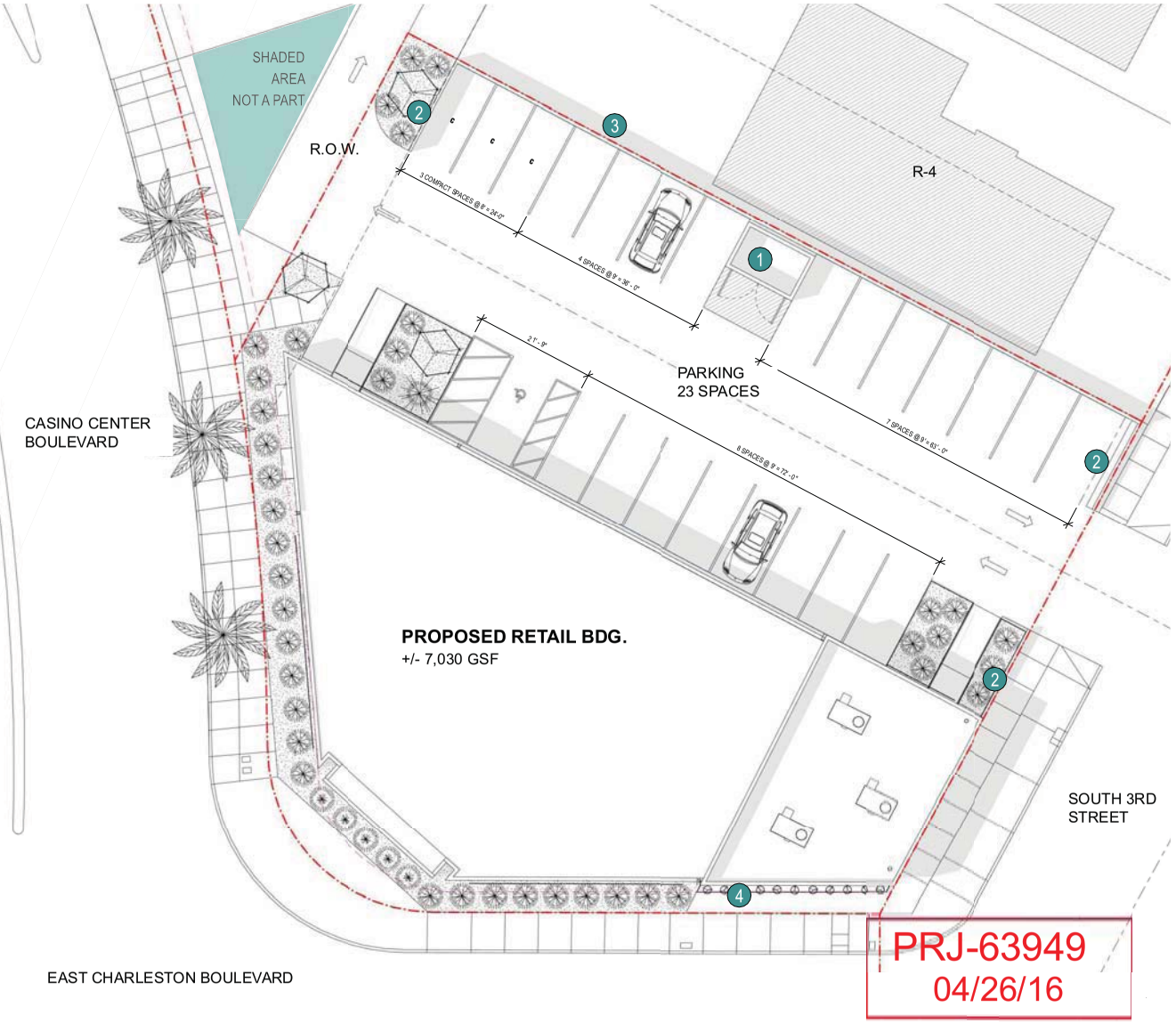
SDR-63986

SITE PLAN

SCALE: 1"=20'

5'

N



NOTES

1. Trash Enclosure
2. Metal Fence
3. 8' tall standard CMU wall.
4. Raised planter.

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LANDSCAPING PLAN

SCALE: 1"=20'

5'

N

TOTAL Landscaped Area
5,320 GSF

LANDSCAPE LEGEND

TREES

SYMBOL	BOTANICAL NAME / COMMON NAME	QTY.	CALIPER / MINIMUM SIZE
	DASYLIRION WHEELERI / DESERT SPOON	30	5 GALLON
	FOUQUIERIA SPLENDENS / OCOTILLO	8	7-10 CANES
	PARKINSONIA `DESERT MUSEUM` / DESERT MUSEUM PALO VERDE MULTI-TRUNK	3	1 1/4" / 24" BOX
	RHUS LANCEA / TEXAS MESCAL SOPHORA	2	1 1/4" / 24" BOX
	E CHINOCACTUS GRUSONII / GOLDEN BARREL, MIN. 12" DIAMETER	10	5 GALLON
	OPUNTIA FICUS-INDICA / INDIAN FIG PRICKLY PEAR	15	5 GALLON

LANDSCAPE ELEMENTS

SYMBOL	DESCRIPTION	QTY.
	DECOMPOSED GRANITE. INSTALL IN ALL WHERE INDICATED. 3" MINIMUM DEPTH. COLOR: BEIGE. SIZE: 1/4" MINUS.	2,261 SF
	DECOMPOSED GRANITE. INSTALL IN ALL WHERE INDICATED. 3" MINIMUM DEPTH. COLOR: GREY. SIZE: 1/2" MINUS.	662 SF

LANDSCAPE LIGHTING

SYMBOL	TYPE / MANUFACTURER	QTY.
	BEGA "BUMP" LIGHT	TBD
	TREE UP-LIGHT	2 PER TREE

HARDSCAPE AND SITE AMENITIES

SYMBOL	DESCRIPTION	QTY.
	STANDARD GRAY CONCRETE. SEE CIVIL PLANS FOR FINISH. INSTALL PER CIVIL PLANS.	
	STANDARD GRAY CONCRETE WITH MEDIUM BROOM FINISH. SCORE PER PLAN. INSTALL PER CIVIL PLANS.	2,420 SF

LANDSCAPE NOTES

CONTRACTOR TO PRESERVE AND PROTECT LANDSCAPE OUTSIDE LIMIT OF WORK. ALL IRRIGATION TO EXISTING PLANT MATERIAL SHALL BE MAINTAINED AND PROTECTED.

CONTRACTOR TO REMOVE AND SALVAGE EXISTING BOULDERS WITHIN LIMIT OF WORK AND NOT SHOWN ON THE PLAN.

CONTRACTOR TO VERIFY THAT EXISTING TREES TO REMAIN WILL NOT BE DAMAGED BY DEMOLITION OR CONSTRUCTION. IF IN DANGER, NOTIFY THE OWNER'S REPRESENTATIVE.

THE QUANTITIES ON LEGEND ARE PROVIDED FOR REFERENCE ONLY. CONTRACTOR TO VERIFY ALL QUANTITIES.

ALL PLANTS TO BE HEALTHY, THRIVING AND FULL. ALL TREES MUST MEET MINIMUM CALIPER SIZE. MULTI-TRUNK TREES MUST HAVE THE MINIMUM CALIPER PER EACH TRUNK. MULTI-TRUNK TREES SHALL HAVE 3 TO 4 TRUNKS.

PLANT MATERIALS SHALL HAVE IDENTIFICATION TAGS ON 10% OF THE TOTAL QUANTITY EACH SPECIES, INCLUDING THE GENUS, SPECIES AND VARIETY.

PROVIDE ROOT BARRIERS AT ALL TREES THAT ARE WITHIN 5' OF A SIDEWALK, WALL, ROAD AND/OR OTHER HARDSCAPE.

AVOID AND PROTECT IN PLACE ALL UTILITIES, EXISTING IRRIGATION TO REMAIN, LIGHT POLES, SIGNS AND OTHER OBSTRUCTIONS AND APPURTENANCES. SEE CIVIL PLANS FOR ADDITIONAL INFORMATION. BRING CONFLICTS TO ATTENTION OF OWNER'S REPRESENTATIVE.

CONTRACTOR SHALL PROVIDE SAMPLES OF ALL ROCK TYPES FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

CONTRACTOR TO PROVIDE IMAGES AND/OR CUT SHEETS OF ARTIFICIAL SHRUBS, TREES AND ASSOCIATED POTS FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO PURCHASE.

BRING ALL DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE.

PLANTING NOTES

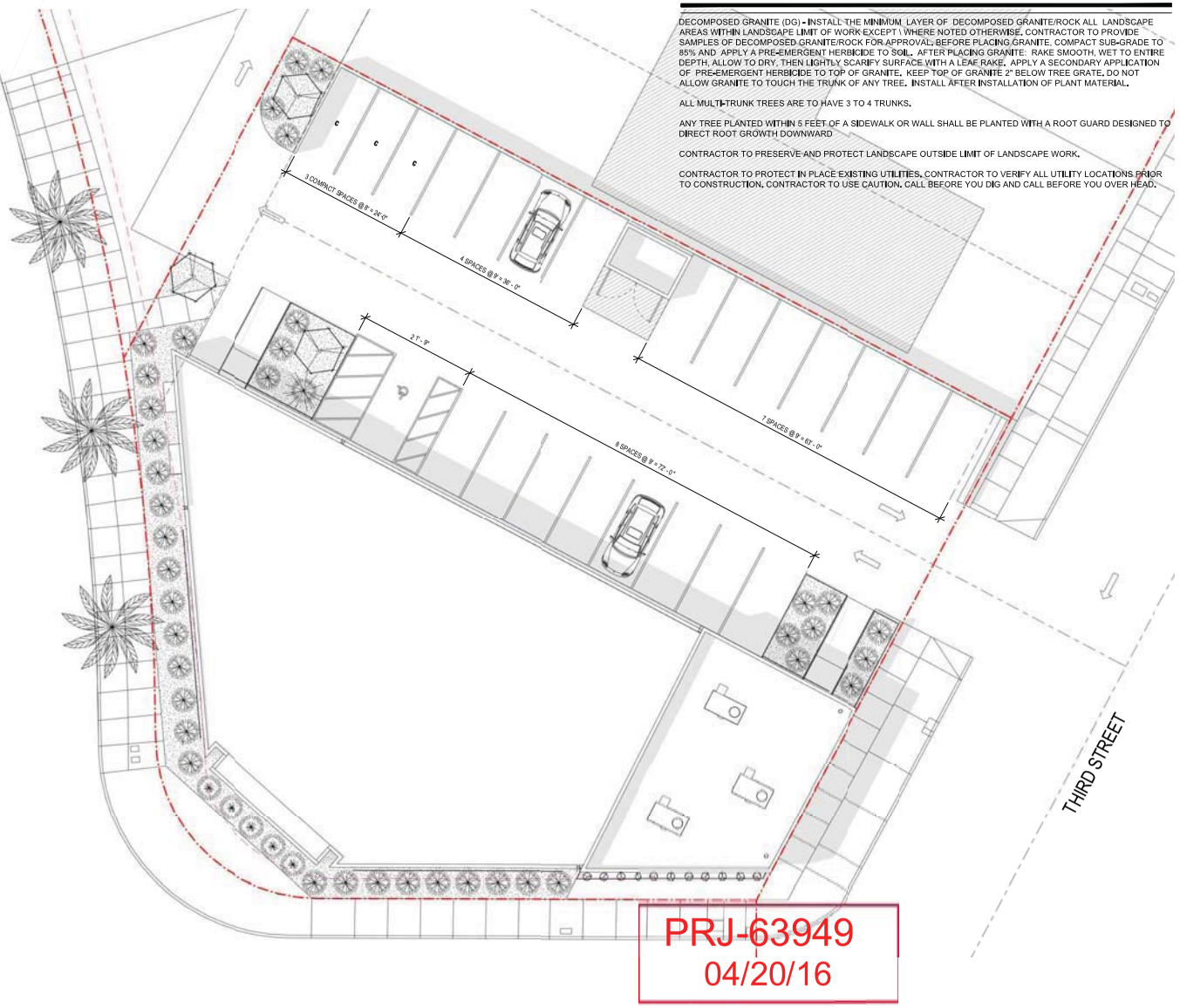
DECOMPOSED GRANITE (DG) - INSTALL THE MINIMUM LAYER OF DECOMPOSED GRANITE/ROCK ALL LANDSCAPE AREAS WITHIN LANDSCAPE LIMIT OF WORK EXCEPT \ WHERE NOTED OTHERWISE. CONTRACTOR TO PROVIDE SAMPLES OF DECOMPOSED GRANITE/ROCK FOR APPROVAL. BEFORE PLACING GRANITE, COMPACT SUB-GRADE TO 85% AND APPLY A PRE-EMERGENT HERBICIDE TO SOIL. AFTER PLACING GRANITE: RAKE SMOOTH, WET TO ENTIRE DEPTH, ALLOW TO DRY, THEN LIGHTLY SCARIFY SURFACE WITH A LEAF RAKE. APPLY A SECONDARY APPLICATION OF PRE-EMERGENT HERBICIDE TO TOP OF GRANITE. KEEP TOP OF GRANITE 2" BELOW TREE GRATE, DO NOT ALLOW GRANITE TO TOUCH THE TRUNK OF ANY TREE. INSTALL AFTER INSTALLATION OF PLANT MATERIAL.

ALL MULTI-TRUNK TREES ARE TO HAVE 3 TO 4 TRUNKS.

ANY TREE PLANTED WITHIN 5 FEET OF A SIDEWALK OR WALL SHALL BE PLANTED WITH A ROOT GUARD DESIGNED TO DIRECT ROOT GROWTH DOWNWARD

CONTRACTOR TO PRESERVE AND PROTECT LANDSCAPE OUTSIDE LIMIT OF LANDSCAPE WORK.

CONTRACTOR TO PROTECT IN PLACE EXISTING UTILITIES. CONTRACTOR TO VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION. CONTRACTOR TO USE CAUTION. CALL BEFORE YOU DIG AND CALL BEFORE YOU OVER HEAD.



PRJ-63949
04/20/16

ATLAS
ARCHITECTURE . PLANNING . INTERIOR DESIGN

725.500.1945
ATLAS-LV.COM

1017 SOUTH FIRST STREET
SUITE 185
LAS VEGAS, NEVADA
89101

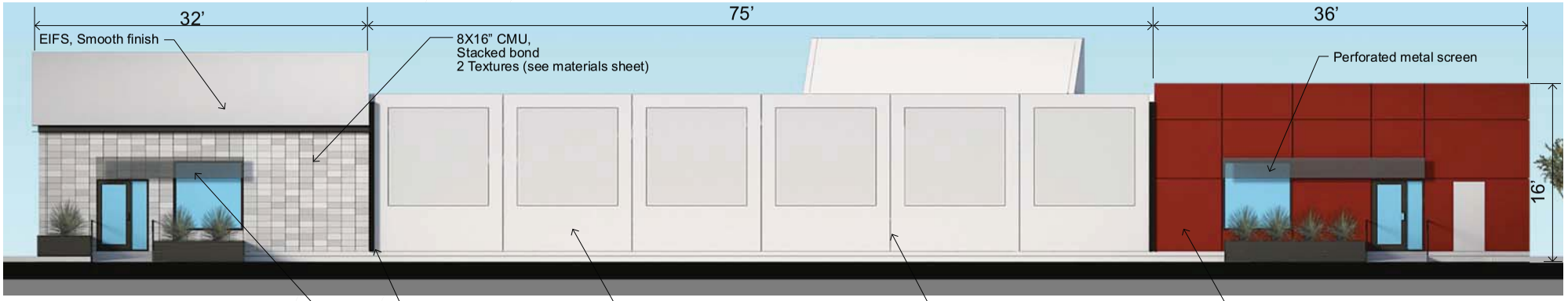
251 CHARLESTON
ARTS DISTRICT . LAS VEGAS

PLANNING PRE-APPLICATION
03.25.2016

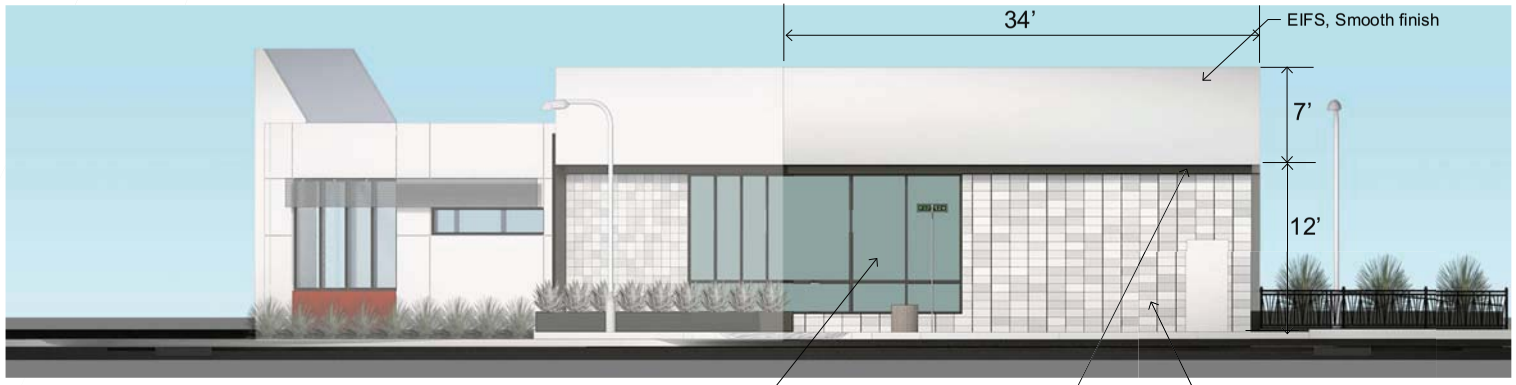
SDR-63986 - REVISED

EXTERIOR ELEVATIONS

5’ 10’ 20’



NORTH ELEVATION



EAST ELEVATION

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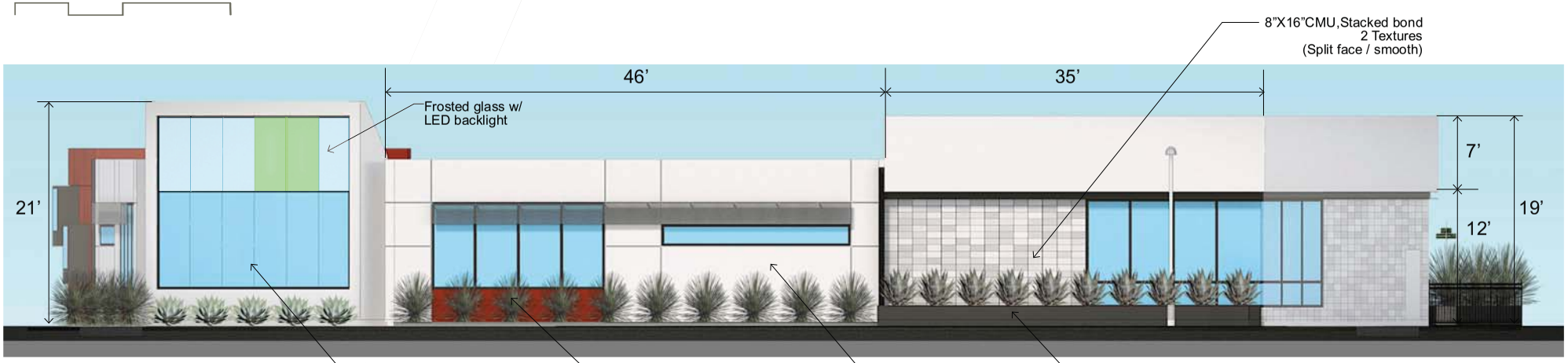
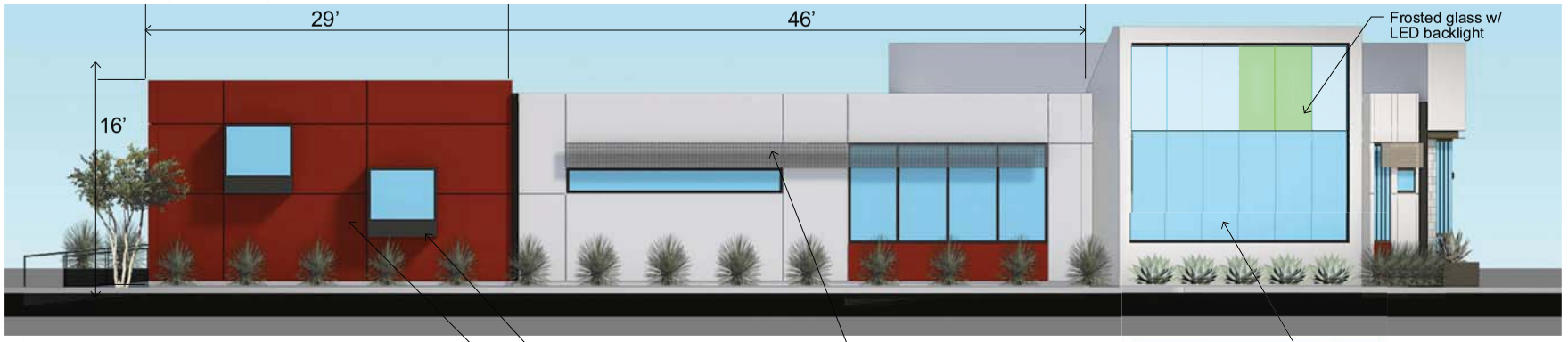
5’ 10’ 20’



SOUTH ELEVATION



WEST ELEVATION

PRJ-63949
04/20/16

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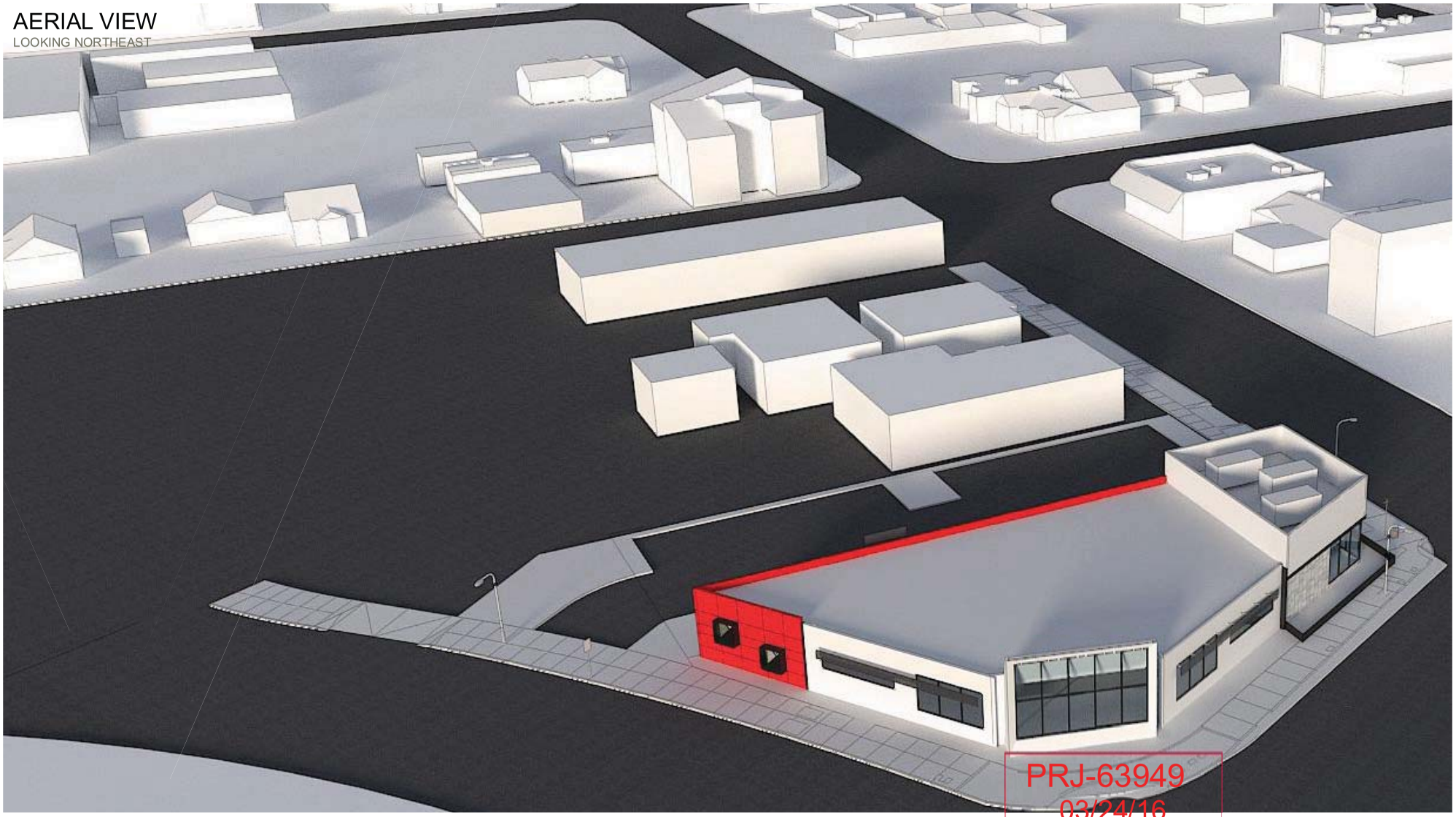
AERIAL VIEW
LOOKING NORTHEAST



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PERSPECTIVE
LOOKING NORTHEAST



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PERSPECTIVE
LOOKING NORTHWEST



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PERSPECTIVE

LOOKING SOUTHWEST



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03.25.2016

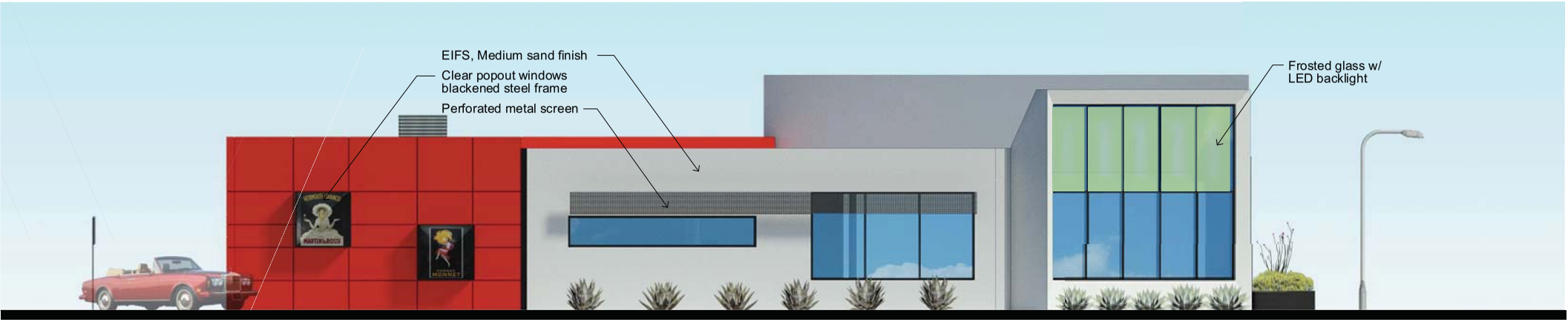
SDR-63986

EXTERIOR ELEVATIONS

SCALE: 3/32" = 1'-0"



SOUTH ELEVATION



WEST ELEVATION

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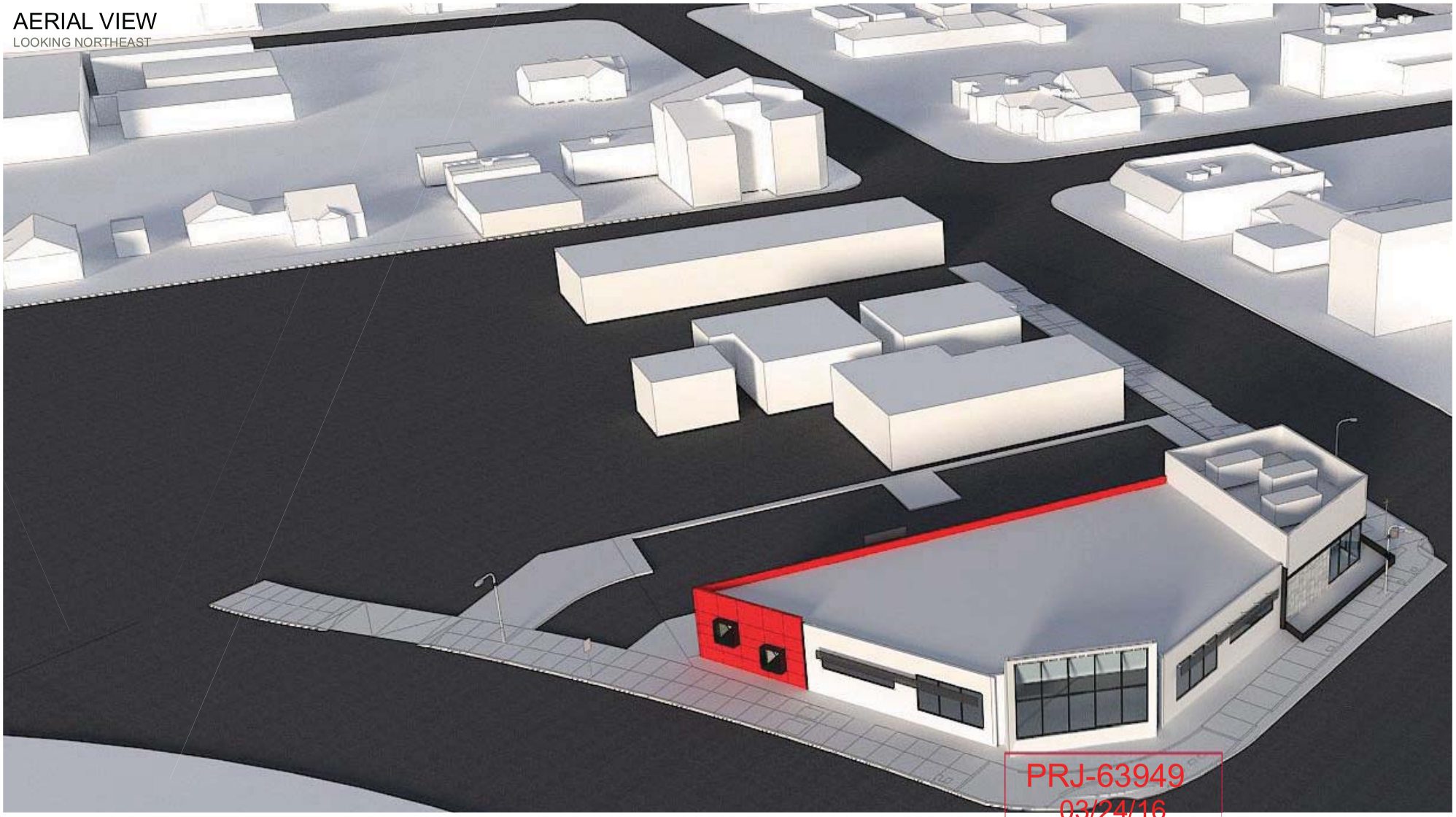
AERIAL VIEW
LOOKING NORTHEAST



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PERSPECTIVE
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PERSPECTIVE

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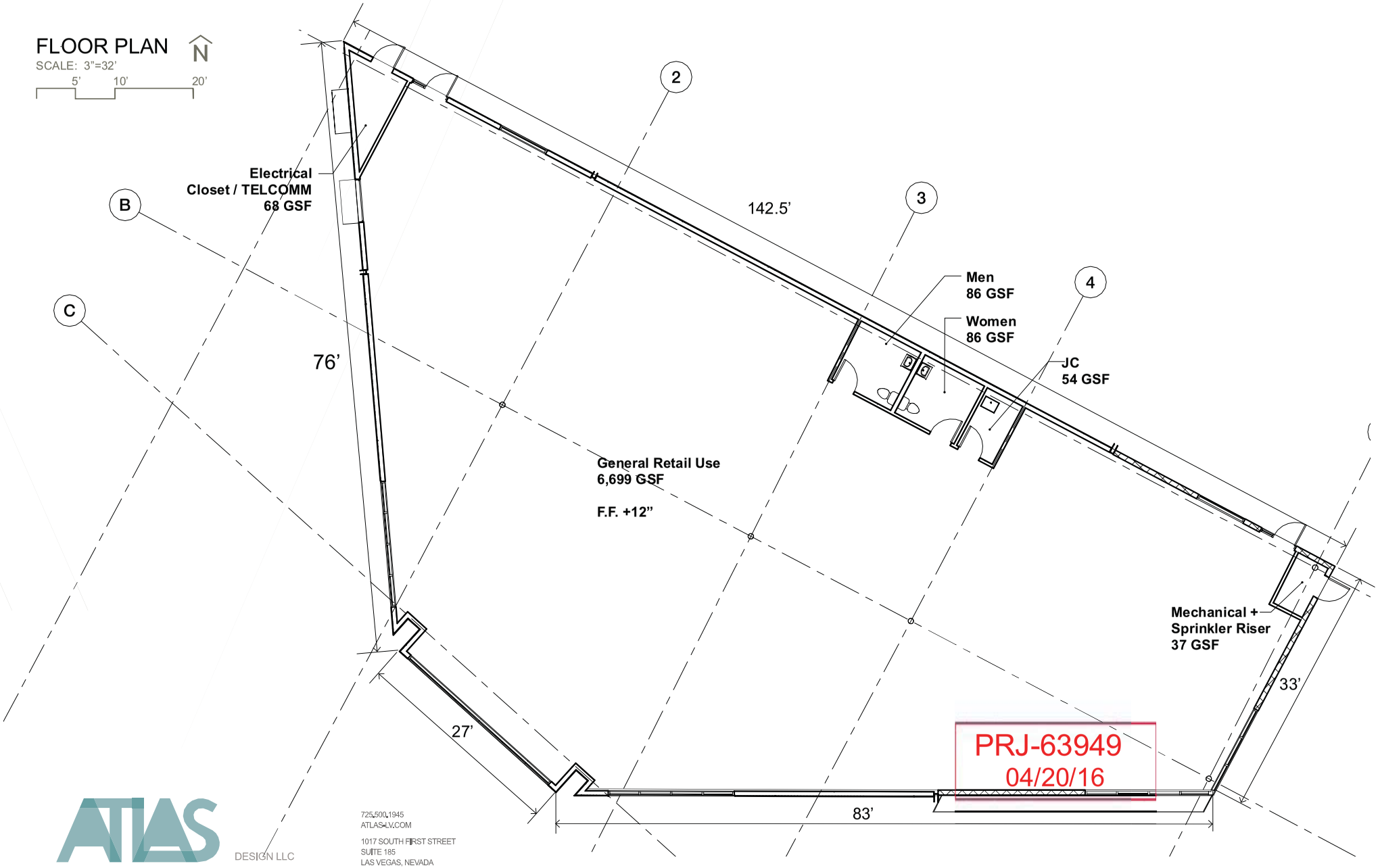

ATLAS DESIGN LLC
ARCHITECTURE . PLANNING . INTERIOR DESIGN
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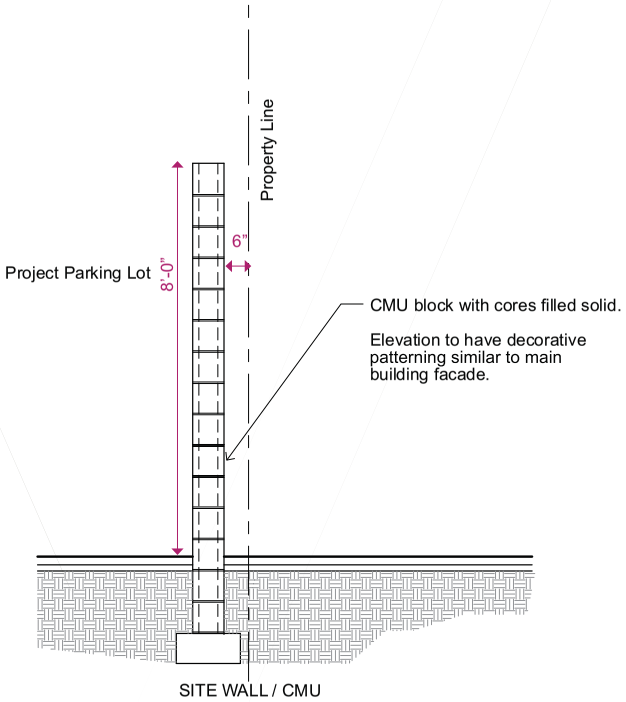
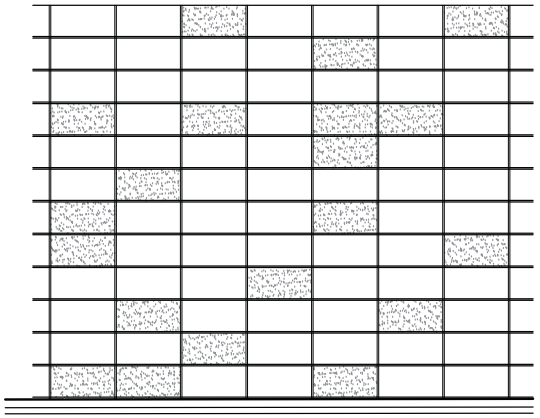
SDR-63986 - REVISED

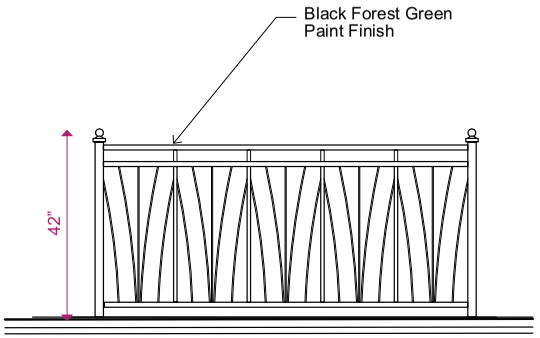
SITE WALLS AND FENCES

SCALE: N.T.S.





SAMPLE ELEVATION



SITE FENCE
CITY OF LAS VEGAS STANDARD
CENTENNIAL PLAN

PRJ-63949
03/24/16

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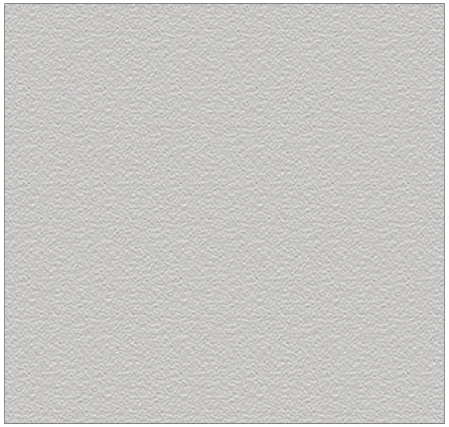
SDR-63986

MATERIALS PALETTE



EIFS SYSTEM
SW "REFLECTIONS"



CMU BLOCK
HONED FINISH



STOREFRONT GLAZING SYSTEM
CLEAR GLASS WITH ANODIZED ALUMINUM MULLIONS



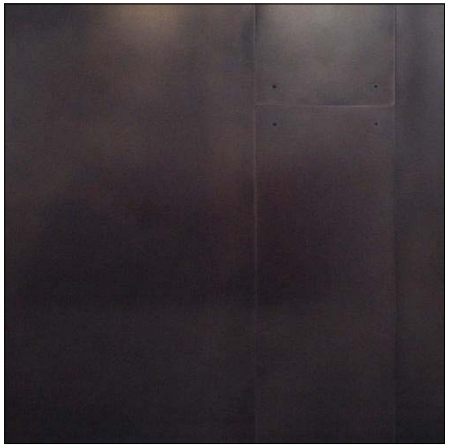
FROSTED BACKLIT GLASS
(@ CORNER OF CHARLESTON AND CASINO CENTER)



EIFS SYSTEM
SW "UMBER RUST"



CMU BLOCK
TYPICAL CONCRETE FINISH



BLACKENED STEEL
(FRAMES AT POP-OUT WINDOWS)

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PLANNING PRE-APPLICATION
03.25.2016

PRJ-63949
03/24/16

SDR-63986



SDR-63986 [PRJ-63949] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: JARED BONNELL - OWNER: 1337 RE GROUP, LLC
251 EAST CHARLESTON BOULEVARD

03/31/16



SDR-63986 [PRJ-63949] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: JARED BONNELL - OWNER: 1337 RE GROUP, LLC
251 EAST CHARLESTON BOULEVARD

03/31/16



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251 EAST CHARLESTON BOULEVARD

03/31/16



SDR-63986 [PRJ-63949] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: JARED BONNELL - OWNER: 1337 RE GROUP, LLC
251 EAST CHARLESTON BOULEVARD

03/31/16



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251 EAST CHARLESTON BOULEVARD

03/31/16



SDR-63986 [PRJ-63949] - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: JARED BONNELL - OWNER: 1337 RE GROUP, LLC
251 EAST CHARLESTON BOULEVARD

03/31/16

March 22, 2016

City of Las Vegas Planning Department
#004830/PRJ-63949

RE: Justification Letter for proposed build of 251 E. Charleston Blvd., Las Vegas, NV 89104

1337 RE GROUP LLC owns the 0.40 acre parcel (139-34-410-257) of raw land on the corner of Charleston Blvd. in between 3rd street and Casino Center Blvd. The current zoning for the parcel is (C-2) and the parcel is located within the Downtown Centennial Plan Overlay. We propose to build a 7,030 square foot 1-story commercial building for the use of General Retail/Office Professional. The site will have approximately 25 parking spaces with proposed ingress/egress from both 3rd Street and Casino Center Blvd. as shown from the aerial view of site plan. The building will be composed of light gauge metal framing with exterior stucco finish and masonry walls as shown on submitted elevations. The building design creates a varied facade and massing using color, texture and architectural elements compatible with the neighborhood. The use of perforated panels as shading devices serves as a scaling element and adds interest and street-level detail to the facades - Additional areas of glazing and architectural features provides variety and opportunities for artwork or other unique graphics commensurate with the Arts District's aesthetic. The color selection is neutral and desert inspired in tone and saturation.

We are asking for the following waivers:

1.) Permanent Parking Lot Development Standards: We are asking for a waiver for the "standard of Surface parking lots shall provide a minimum of one shade tree for every six uncovered spaces in landscaped islands and/or on the perimeter of the lot. A minimum of ten square feet of landscaped surface area must be provided for each parking space. "
   - Our justification for the waiver is that currently Downtown has a lack of parking for tenants, customers and general public and if we were not to get the waiver it would diminish our on-site parking by approximately 4 spaces.

2.) Architectural Design Standards – Shading & Climate Control: If needed, we are asking for a waiver for the "use of arcades, awnings, canopies, and other shade devices are required. The incorporation of misting systems at the pedestrian level is also strongly encouraged to complement the objectives of this plan".
   - Our Justification for this waiver is that our current Elevation Drawings already show that small canopies are located over each entrance. We feel that these canopies and size are aesthetically compatible with our current elevation drawings. The building design uses scaled elements such as perforated screens and other projected architectural features to break up the façade and create a neighborhood-friendly massing and arrangement of color. The façade materials further assist to add texture and pattern to the facades. The building does not include deep canopies or misting systems due to concerns over viability in the wind / and harsh sun.

Sincerely,

Jared Bonnell
Owner / Manager for 1337 RE GROUP LLC
Applicant for 251 Charleston Project

SDR-63986

PRJ-63949
03/24/16

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

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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. 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-64002 [PRJ-63882]

Planning Commission Meeting of 5/10/2016

Case: SUP-64002
13934410099
CAVIGLIA CHERYL ETAL
CURFEW ADRIENNE
7255 HURST PARK RD
RENO NV 89502-9660

ity of Las Vegas
epartment of Planning
evelopment Services Center
33 North Rancho Drive, 3rd Floor
as Vegas, Nevada 89106

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lease use available blank space on card for your comments.

DR-63986 [PRJ-63949]

lanning Commission Meeting of 5/10/2016

Case: SDR-63986
13934410099
CAVIGLIA CHERYL ETAL
CURFEW ADRIENNE
7255 HURST PARK RD
RENO NV 89502-9660

Submitted after final agenda

Date 5/2/2016 Item 59A

May 09 16 10:08p Chicago Joe's Restaurant 702-877-5637 p.1

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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MAY 10 2016

City of Las Vegas
Dept. of Planning

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SDR-63986 [PRJ-63949]
Planning Commission Meeting of 5/10/2016

Case: SDR-63986
13934410126
COLLURA JOSEPH WILLIAM
WARNKE CAROL
3220 BRYANT AVE
LAS VEGAS NV 89102-2055

149 BRDGNP1 89102

59A

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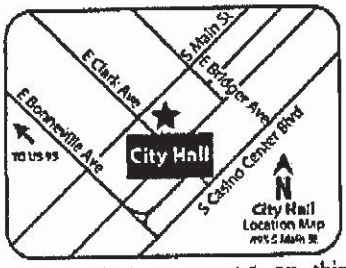
Permit No. 1630

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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SDR-63986 [PRJ-63949]
Planning Commission Meeting of 5/10/2016

S1 BRDCNR1 89126

RECEIVED

MAY 2 2016

City of Las Vegas
Dept. of Planning

Case: SDR-63986
16203110107
ZANTAN PROPERTIES L L C
8709 RED RIO DR #103
LAS VEGAS NV 89128-8433

S9A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Las Vegas, NV
Permit No. 1630

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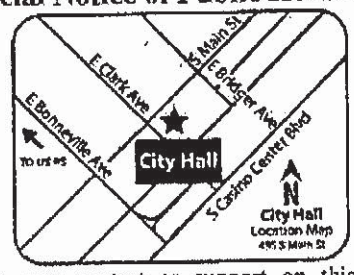
Official Notice of Public Hearing



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SDR-63986 [PRJ-63949]
Planning Commission Meeting of 5/10/2016

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MAY 2 2016

City of Las Vegas
Dept. of Planning

Case: SDR-63986
13934410004
YELLOW BRICK PROPERTIES L L C
8709 RED REO #103
LAS VEGAS NV 89128-8433

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91 BRDGMP1 89128

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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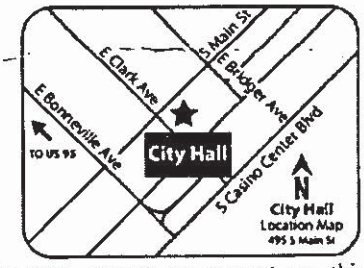

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Dept. of Planning

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SDR-63986 [PRJ-63949]

Planning Commission Meeting of 5/10/2016

Case: SDR-63986
16203110080
JOHNSON WILLIAM G
COMSTOCK MARC W
1905 CHAPMAN DR
LAS VEGAS NV 89104-3539

59A

49 BRDGNP1 89104

ity of Las Vegas
epartment of Planning
evelopment Services Center
33 North Rancho Drive, 3rd Floor
as Vegas, Nevada 89106

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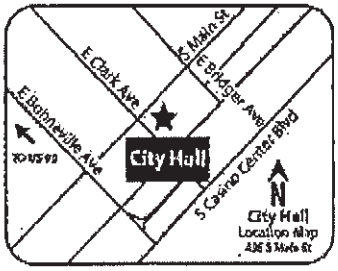

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Planning Commission Meeting of 5/10/2016

RECEIVED

MAY 3 2016

City of Las Vegas
Dept. of Planning

Case: SDR-63986

13934410099
CAVIGLIA CHERYL ETAL
CURFEW ADRIENNE
7255 HURST PARK RD
RENO NV 89502-9660

59A

City of Las Vegas Agenda Item No.: **106.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 15, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:

ROC-64546 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: VALUE, LLC - For possible action on a request for a Review of Condition of an approved Review of Condition (ROC-62550) TO AMEND CONDITION #1 WHICH STATES "THE SALE OF SINGLE BEER SHALL BE LIMITED TO CANS ONLY" at 1510 East Sahara Avenue (APN 162-02-411-019), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-64515]. Staff recommends DENIAL.

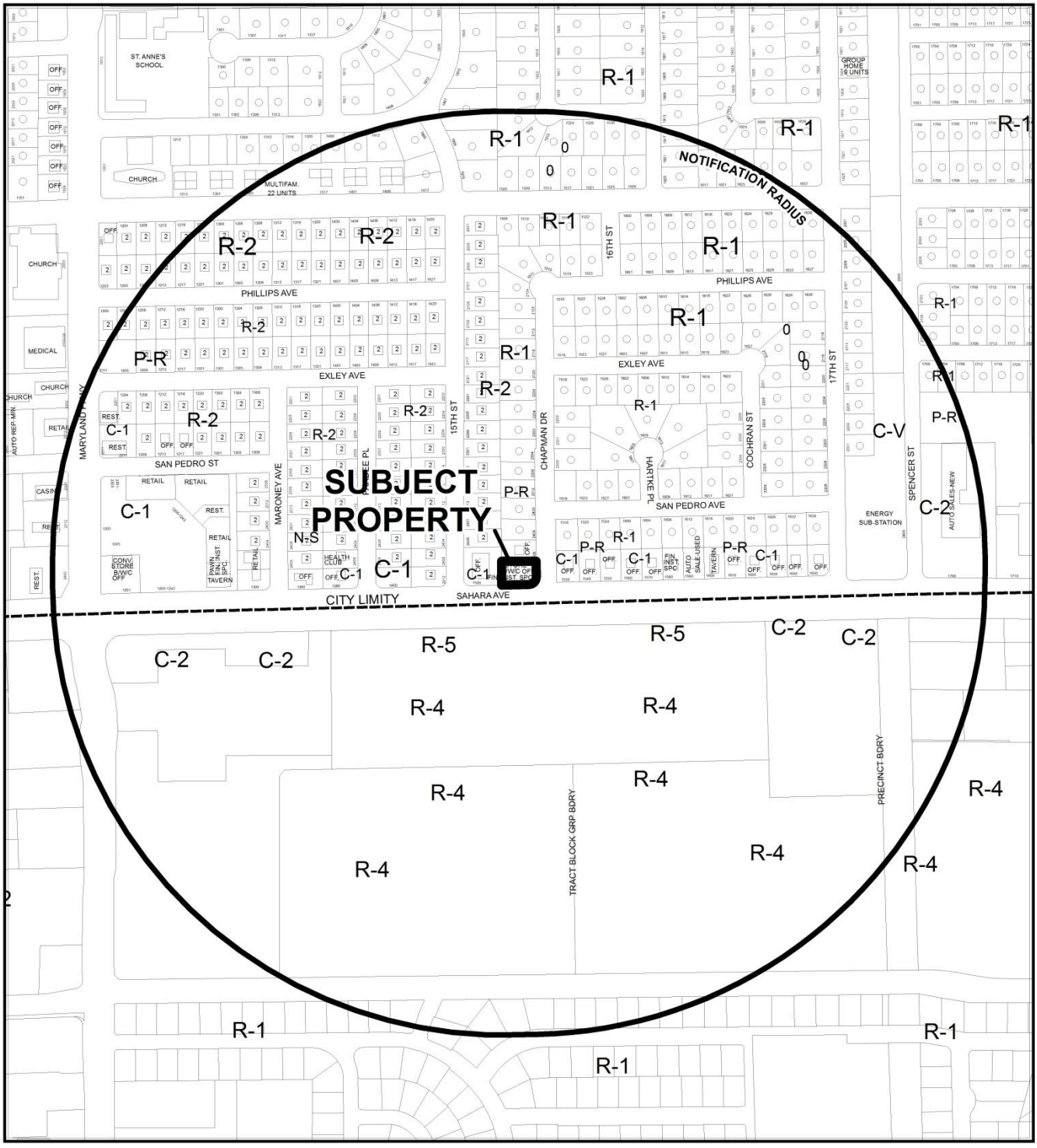
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends DENIAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - ROC-62550
6. Justification Letter



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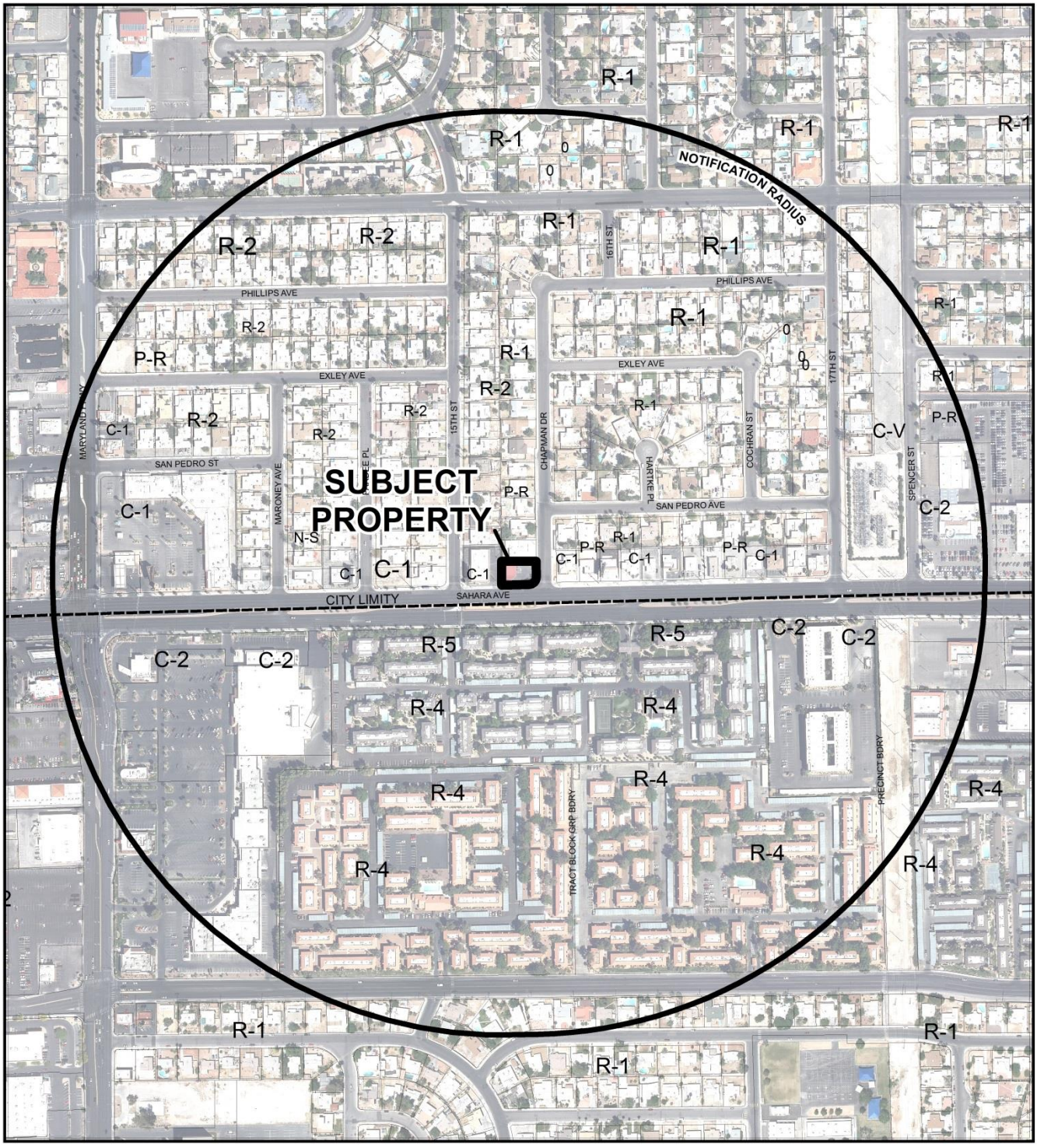
CASE: **ROC-64546 (PRJ-64515)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 400 800 Feet

CASE: **ROC-64546 (PRJ-64515)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 15, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: VALUE, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-64546	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

ROC-64546 CONDITIONS

Planning

1. Condition #1 of Review of Condition (ROC-62550) shall be amended to read, "the sale of single beer shall be limited to cans and bottles only."

2. Conformance to the conditions of approval of Review of Condition (ROC-62550) and all other site related actions as required by the Department of Planning and Department of Public Works.

JB

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Review of Condition to amend Condition #1 of an approved Review of Condition (ROC-62550) which states, "the sale of single beer shall be limited to cans only" to read, "the sale of single beer shall be limited to cans and bottles only" at 1510 East Sahara Avenue.

ISSUES

- The applicant has requested to amend Condition #1 of an approved Review of Condition (ROC-62550) to allow the sale of single beer cans and bottles.
- Per Review of Condition (ROC-62550) Condition #2, a one year administrative required review shall be conducted from the date of approval on January 20th, 2016. Staff has not had an opportunity to conduct this required review because the required one-year period has not elapsed. However, no incidents of enforcement have been documented since the approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/15/64	The Board of City Commissioners denied a request for a Rezoning (Z-0057-64) from R-2 (Medium-Low Density Residential) to P-R (Professional Office and Parking) on property located at the northwest corner of Chapman Drive and Sahara Avenue.
09/16/64	The Board of City Commissioners approved a request for a Rezoning (Z-0075-64) from R-2 (Medium-Low Density Residential) to P-R (Professional Office and Parking) on property located at the northwest corner of Chapman Drive and Sahara Avenue. This request also contained a Plot Plan Review for the conversion of the existing residence on site into a Professional Office use.
06/09/66	The Board of City Commissioners denied a request for a Rezoning (Z-0032-66) from P-R (Professional Office and Parking) to C-1 (Limited Commercial) on property located at 1510 East Sahara Avenue.
01/23/69	The Board of Zoning Adjustment denied a request for a Variance (V-0039-68) to permit a residential use in conjunction with a professional office in a P-R (Professional Office and Parking) zoning district located at 1510 East Sahara Avenue.
10/20/76	The City Commission approved a request for a Rezoning (Z-0066-76) from P-R (Professional Office and Parking) to C-1 (Limited Commercial) on property located at 1510 East Sahara Avenue.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/27/98	The City Council approved a request for a Special Use Permit (U-0022-98) for the Off-Premise Sale of Beer and Wine in conjunction with a proposed 2,600 square-foot Convenience Store at 1510 East Sahara Avenue. The Planning Commission recommended approval of the request.
01/25/99	The City Council denied a request for a Special Use Permit (U-0141-98) for Packaged Liquor Sales in conjunction with an existing 2,600 square foot Convenience Store at 1510 East Sahara Avenue. The Planning Commission recommended denial of the request.
09/18/02	The City Council denied a request for a Special Use Permit (U-0072-02) for the sale of Packaged Liquor for Off-Premise Consumption in conjunction with an existing retail business at 1510 East Sahara Avenue. The Planning Commission recommended denial of the request.
03/01/06	The City Council approved a request for a Special Use Permit (SUP-9615) for a proposed Financial Institution, Specified, and for Waivers from the 200-foot distance separation requirement from a residential use and from the 1,000-foot separation requirement from another Financial Institution, Specified at 1510 East Sahara. The Planning Commission recommended approval; staff recommended denial of the request.
	The City Council approved General Plan Amendment (GPA-10477) to Amend a portion of the Southeast Sector Plan of the General Plan from O (Office) to SC (Service Commercial) at 1510 East Sahara Avenue. The Planning Commission recommended approval; staff recommended denial of the request.
06/20/07	The City Council denied a request for a Special Use Permit (SUP-19754) for an Accessory Package Liquor Off-Sale Establishment in conjunction with an existing retail business at 1510 East Sahara Avenue. The Planning Commission and staff recommended denial of the request.
01/20/16	The City council approved a request for a Review of Condition (ROC-62550) of an approved Special Use Permit (U-0022-98) to delete Condition #1, which states "the sale of beer shall be limited to 12 ounce cans only. The sale of singles or bottles shall be prohibited" at 1510 East Sahara Avenue.

Most Recent Change of Ownership	
07/24/12	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
06/08/98	A business license (L10-00178) was issued for a Beer Wine Cooler Off-Sale use (Value Market) located at 1510 East Sahara Avenue. The license is still active.
	A business license (C15-00198) was issued for a Convenience Store (Value Market) located at 1510 East Sahara Avenue. The license is still active.
	A business license (C05-01889) was issued for a Tobacco Dealer (Value Market) located at 1510 East Sahara Avenue. The license is still active.
02/22/00	A business license (G01-01956) was issued for Gaming Restricted (Value Market) located at 1510 East Sahara Avenue. The license is still active.
04/12/04	A Code Enforcement case (#12506) was processed for illegal signs, weeds, trash/debris, refuse, graffiti, vagrants on property located at 1510 East Sahara Avenue. The case was resolved on 04/23/04.
09/16/04	A Code Enforcement case (#21731) was processed for a dilapidated chain link fence on property located at 1510 East Sahara Avenue. The case was resolved on 09/21/04.
01/19/05	A Code Enforcement case (#25250) was processed for the top of an existing chain link fence broken and falling on property located at 1510 East Sahara Avenue. The case was resolved on 02/01/05.
09/08/05	A Code Enforcement case (#34357) was processed for graffiti on the side of the building on property located at 1510 East Sahara Avenue. The case was resolved on 09/27/05.
11/30/06	A business license (W10-00117) was issued for a Wire Service (Value Market) located at 1510 East Sahara Avenue. The license is still active.
10/29/08	A Code Enforcement case (#71076) was processed for a business not in compliance with Special Use Permit conditions on property located at 1510 East Sahara Avenue. The case was resolved on 12/01/08.
05/14/09	A business license (W10-00310) was issued for a Wire Service (Western Union Financial Services) located at 1510 East Sahara Avenue. The license is currently inactive
09/16/10	A Code Enforcement case (#94538) was processed for landscaping rocks on sidewalk easement causing a tripping hazard, landscaping not to the agreed licensing requirements on property located at 1510 East Sahara Avenue. The case was resolved on 09/21/10.
02/05/14	A Code Enforcement case (#137604) was processed for violations of Special Use Permit conditions and code violations on property located at 1510 East Sahara Avenue. The case was resolved on 03/03/14.
12/31/15	A Code Enforcement case (#162029) was processed for temporary signage without permits on property located at 1510 East Sahara Avenue. The case was resolved on 02/16/16.

Pre-Application Meeting	
05/04/16	A pre-application meeting was held with the owner and the submittal requirements for a Review of Condition to amend Condition #1 of Review of Condition (ROC-62550) were discussed.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
05/11/16	Staff conducted a field check of the subject site and found the area clean and neat in appearance.

Details of Application Request	
Site Area	
Net Acres	0.20

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 (Convenience Store)	SC (Service Commercial)	C-1 (Limited Commercial)
North	Office, Other than Listed	O (Office)	P-R (Professional Office and Parking)
South	Multi-Family Residential	RHRC (Residential High Rise Center) – Clark County	R-5 (Apartment Residential) – Clark County
East	Office, Other than Listed	O (Office)	C-1 (Limited Commercial)
West	Office, Other than Listed	O (Office)	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 (200 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

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Sahara Avenue	Primary Arterial	Master Plan of Streets and Highways	100 Feet	Y
Chapman Drive	Local Street	Master Plan of Streets and Highways	67 Feet	Y

ANALYSIS

The subject site consists of an existing 2,600 square-foot general retail store (convenience store) at 1510 East Sahara Avenue. On April 27th 1998, the City Council approved a Special Use Permit (U-0022-98) for a Beer/Wine/Cooler Off-Sale use that states, "The sale of beer shall be limited to 12 ounce cans only. The sale of singles of bottles shall be prohibited." On January 20th 2016, the City Council approved a Review of Condition (ROC-62550) of approved Special Use Permit (U-0022-98); Condition #1 of that review states, "The sales of single shall be limited to cans only."

The applicant is requesting a Review of Condition to amend Condition #1 of Review of Condition (ROC-62550) to state, "The sales of single shall be limited to cans and bottles only." The proposed amendment of this condition is not appropriate, and the applicant agreed to the conditions of approval at the 1998 and 2016 City Council meetings. In addition, per Review of Condition (ROC-62550) Condition #2, a one year administrative required review shall be conducted from the date of approval on January 20th, 2016. This required review has not been completed because the required one-year period has not elapsed. Furthermore, the amendment of this condition will have a negative effect on the area surrounding the subject site because of the possibility of broken glass bottles in the vicinity. Therefore, staff recommends denial of this request.

FINDINGS (ROC-64546)

The subject general retail store (convenience store) was approved for a Special Use Permit for Beer/Wine/Cooler Off-Sale use in 1998 and the appropriate business licenses have been issued. The proposed amendment of this condition is not appropriate, and the applicant agreed to the conditions of approval at the 1998 and 2016 City Council meetings. Furthermore the removal of this condition will have a negative effect on the area surrounding the subject site because of the possibility of broken glass bottles in the vicinity. Therefore, staff recommends denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 377 (By Planning)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ROC-64546 APN: 162-02-411-019

Name of Property Owner: Value LLC - Raghid Kosa

Name of Applicant: Nasir Kosa

Name of Representative: Jim DiFiore

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: Raghid Kosa

Print Name: Raghid Kosa

Subscribed and sworn before me

This 22nd day of APRIL, 2016

Daniel Scully

Notary Public in and for said County and State

DANIEL SCULLY
Notary Public State of Nevada
No. 02-72928-1
My appt. exp. Oct. 9, 2018

STATE OF NEVADA
COUNTY OF CLARK

PRJ-64515
05/05/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: REVIEW OF CONDITIONS

Project Address (Location) 1510 E Sahara Ave.

Project Name Value Market **Proposed Use** C-1

Assessor's Parcel #(s) 162-02-411-019 **Ward #** 3

General Plan: existing C proposed C-1 **Zoning:** existing C proposed C-1

Commercial Square Footage 2,600 **Floor Area Ratio** N/A

Gross Acres 0.21 **Lots/Units** N/A **Density** N/A

Additional Information N/A

PROPERTY OWNER Value LLC **Contact** Raghid Kosa

Address 1600 N Jones Blvd. **Phone:** 702-460-1037 **Fax:**

City Las Vegas **State** NV **Zip** 89108

E-mail Address Kosalv@cox.net

APPLICANT Nasir Kosa **Contact** Same

Address 1510 E Sahara Ave. **Phone:** 702-234-9900 **Fax:**

City Las Vegas **State** NV **Zip** 89104

E-mail Address Nasirbkosa@Yahoo.com

REPRESENTATIVE DiFiore Consulting **Contact** Jim DiFiore

Address 8550 W Charleston Blvd., Suite 102, PMB 348 **Phone:** 702-275-6929 **Fax:**

City Las Vegas **State** NV **Zip** 89117

E-mail Address Jim@Difioreconsulting.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* Raghid Kosa

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name RAGHID KOSA

Subscribed and sworn before me

This 22nd day of APRIL, 2016.

Daniel Scully

Notary Public in and for said County and State

DANIEL SCULLY
Notary Public State of Nevada
No. 02-72928-1
My appt. exp. Oct. 9, 2018

STATE OF NEVADA
COUNTY OF CLARK

FOR DEPARTMENT USE ONLY

Case #	ROC-64546
Meeting Date:	06/15/16 CC
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-64545
05/05/16

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



ROC-64546 - APPLICANT/OWNER: VALUE, LLC
1510 EAST SAHARA AVENUE

05/11/16



ROC-64546 - APPLICANT/OWNER: VALUE, LLC
1510 EAST SAHARA AVENUE

05/11/16

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

January 21, 2016

Mr. Rashid Kosa
Value, LLC
1600 North Jones Boulevard
Las Vegas, Nevada 89108

RE: ROC-62550 [PRJ-62513] - REVIEW OF CONDITION - PUBLIC HEARING
CITY COUNCIL MEETING OF JANUARY 20, 2016

Dear Mr. Kosa:

The City Council at a regular meeting held on January 20, 2016 ***APPROVED*** a request for a Review of Condition of an approved Special Use Permit (U-0022-98) TO DELETE CONDITION #1 WHICH STATES "THE SALE OF BEER SHALL BE LIMITED TO 12 OUNCE CANS ONLY. THE SALE OF SINGLES OF BOTTLES SHALL BE PROHIBITED" at 1510 East Sahara Avenue (APN 162-02-411-019), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-62513].

This approval is subject to the following conditions:

Planning

1. The sales of single beer shall be limited to cans only.
2. A one year administrative required review shall be conducted from the date of this approval.
3. Condition #1 of Special Use Permit (U-0022-98) shall be deleted.
4. Conformance to the conditions of approval of Special Use Permit (U-0022-98) and all other site related actions as required by the Department of Planning and Department of Public Works.

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

PRJ-64515
05/05/16

ROC-64546

The Notice of Final Action was filed with the Las Vegas City Clerk on January 21, 2016.

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

cc: Mr. Nasir Kosa
1510 East Sahara Avenue
Las Vegas, Nevada 89104

Mr. Jim DiFiore
DiFiore Consulting
8550 West Charleston Boulevard, Suite #102
Las Vegas, Nevada 89117

PRJ-64515
05/05/16

ROC-64546

April 25, 2016

Department of Planning
333 N Rancho Drive
Las Vegas, NV 89106

RE: Justification Letter – Value Market – 1510 E Sahara Ave.

Dear Planning staff:

Please accept this letter as justification to request a Review of Condition hearing before the City Council on U – 22 – 98, specifically, Condition # 1 which states *"The sale of single beer shall be limited to cans only."* This condition was approved on January 20, 2016 by the City Council in a matter concerning a Review of Condition application previously submitted. The purpose for this current request of review of condition is to request the City Council to include bottles in the sale of single beers. The amendment to the condition could read *"The sales of single beer are allowed in cans and bottles."*

In today's market, craft (flavored) beer has risen from 15% of the market in 2010 to 27% of the market in 2015. Flavored beer is sold in bottles only to capture the unique flavor. By limiting Value Market to the sale of single beer in cans only, they are not able to tap into the flavored beer market.

Regarding the potential hazard of broken bottles in the neighborhood, Mr. Kosa operates a clean facility not once having been issued any notice or citation for having broken bottles in his parking lot. Additionally, a check on Metro's Calls for Service dating back 5 years was checked personally by me at Metro Records Section of LVMPD. There were 0 (zero) calls for service in the past 5 years.

On behalf of Nasir Kosa, we respectfully request this condition be amended to include single bottles to be added as an allowable commodity.

Sincerely,

Jim DiFiore
DiFiore Consulting

PRJ-64515
05/05/16

ROC-64546

City of Las Vegas Agenda Item No.: **107.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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.: **109.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 15, 2016

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